

INTERLOCAL AGREEMENT

among

BROWARD COUNTY

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 POMPANO BEACH;

TOWN OF SOUTHWEST RANCHES;

CITY OF SUNRISE;

CITY OF TAMARAC;

CITY OF WESTON;

CITY OF WEST PARK;

CITY OF WILTON MANORS;

SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL
POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MUNICIPAL
SEPARATE STORM SEWER SYSTEM (MS4) PERMIT NO. FLS000016-003

AND

AUTHORIZE THE BROWARD COUNTY ENVIRONMENTAL PROTECTION AND
GROWTH MANAGEMENT DEPARTMENT TO CONDUCT SPECIFIC TECHNICAL
ACTIVITIES REQUIRED BY THE THIRD FIVE-YEAR PERMIT

This is an Interlocal Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "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 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 POMPANO BEACH; TOWN OF SOUTHWEST RANCHES; CITY OF SUNRISE; CITY OF TAMARAC; CITY OF WESTON; CITY OF WEST PARK; CITY OF WILTON MANORS; municipal corporations existing under the laws of the state of Florida, hereinafter referred to as "PARTIES."

WHEREAS, this Agreement is entered into pursuant to Section 163.01, Florida Statutes (2011) also known as the "Florida Interlocal Cooperation Act of 1969," and other Florida law; and

WHEREAS, the 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 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, F.S., as amended, is empowered to establish a state NPDES program in accordance with Section 402 of the Clean Water Act, as amended, and the Florida Department of Environmental Protection (FDEP) the NPDES permitting program from the United States Environmental Protection Agency and implemented the program; and

WHEREAS, the FDEP has adopted 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 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 Permit; and

WHEREAS, the COUNTY, by and through its Public Works Department, has the legal authority to plan, design, construct, operate, and maintain County-owned drainage facilities and/or 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 and the COUNTY on December 3, 1996, October 20, 1998, and June 29th, 2004 expired at the conclusion of the second five-year NPDES MS4 Permit on September 1, 2011; and

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

WHEREAS, portions of the unincorporated area have been incorporated as the City of West Park since the previous Interlocal Agreements were executed, and

WHEREAS, FDEP issued NPDES MS4 Permit Number FLS000016-003 for the third cycle five-year period on September 2, 2011; and

WHEREAS, the PARTIES are desirous of procuring the services of the COUNTY, pursuant to the NPDES MS4 regulations, to manage and/or perform certain technical tasks necessary to determine compliance with the applicable portions of Parts III and V of the NPDES MS4 Permit; and

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

1. DEFINITIONS, IDENTIFICATIONS, AND APPLICABILITY OF AGREEMENT

This Agreement applies to the COUNTY and those PARTIES identified in this agreement for the COUNTY to perform certain specific program requirements of Parts III and V of the Broward County NPDES MS4 Permit, No. FLS000016-003. For purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 Agreement - means this document, Articles 1 through 9, inclusive. Other terms and conditions are included in the Attachments and documents that are expressly incorporated by reference.
- 1.2 Board - The Broward County Board of County Commissioners.
- 1.3 Contract Administrator - The Broward County Administrator, the Director of the Broward County Development and Environmental Regulation Division, or the designee of such County Administrator or Director. The primary responsibilities

of the Contract Administrator are to coordinate and communicate with PARTIES and to manage and supervise execution and completion of the County and Parties Responsibilities and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all PARTIES may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the County and Parties Responsibilities.

- 1.4 County Administrator - The administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.5 County Attorney - The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.6 Project - The Project consists of the services described in Paragraph 2 and Attachment A, County and Parties Responsibilities.

2. COUNTY AND PARTIES RESPONSIBILITIES

- 2.1 The COUNTY and PARTIES agree that they will conduct the tasks and provide the data indicated in Attachment A, County and Parties Responsibilities, that will enable the COUNTY and PARTIES to prepare and submit the ANNUAL REPORT to FDEP within the times required by the NPDES MS4 Permit.
- 2.2 It shall be the responsibility of the parties other than EPGMD to perform the requirements of the NPDES MS4 Permit not listed in this Interlocal Agreement.
- 2.3 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. COUNTY and PARTIES are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and each agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

3. FUNCTIONS AND DUTIES NOT TRANSFERRED TO COUNTY

It is specifically understood and agreed that all rights and powers as may be vested in PARTIES pursuant to Florida Law, or any other law or ordinance or Charter Provision of any PARTY not specifically transferred to the COUNTY hereunder shall be retained by the PARTIES.

4. FINANCIAL CONTRIBUTION

COUNTY agrees to perform the services set forth in Section 2, COUNTY AND PARTIES RESPONSIBILITIES, at a cost to each PARTY in Year 2012 of \$600

plus \$0.18 per capita based on the 2010 census data. The fees for 2012, 2013, 2014, and 2015 shall be payable in accordance with the schedule shown on Attachment B. Payments for 2012 shall be due on December 1, 2012 or the date of execution of this agreement, whichever is later.

5. TERM OF AGREEMENT

5.1 This Agreement shall be effective and shall continue in full force and effect for the duration of the third cycle of NPDES MS4 Permit term, and any extension or continuation of the Permit's effectiveness pursuant to Section 5.2, below, or Rule 62-4.090, F.A.C.

5.2 If the third cycle of the NPDES MS4 Permit expires before FDEP issues the permit renewal and the term and conditions of the third cycle permit are still in effect under Rule 62-4.090, F.A.C., then the COUNTY and the PARTIES agree to continue to provide the services indicated in this Agreement. The PARTIES agree to continue to provide the financial contribution in proportion to the number of days between the expiration of the third cycle permit and the issuance date of the fourth cycle permit as indicated on Attachment B with an escalation factor of two and one half percent (2½%) each year or portion thereof.

5.3 This Agreement shall remain in full force and effect unless written notice of termination by COUNTY or any PARTY is provided pursuant to Section 7, NOTICES.

6. ACCESS TO RECORDS

This Agreement may be unilaterally canceled by the COUNTY or PARTIES for refusal by a party to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY or PARTIES conjunction with this Agreement.

7. NOTICES

Whenever COUNTY or PARTIES desire to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the COUNTY and PARTIES designate the following:

IF TO COUNTY:

Department of Environmental Protection
and Growth Management
Director, Broward County Development
and Environmental Regulation
1 N University Dr. #201
Plantation, FL 33324

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

IF TO PARTIES:

Mayor, City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063

Mayor, City of Cooper City
9090 Southwest 50 Place
Cooper City, FL 33328

Mayor, City of Coral Springs
9551 West Sample Road
Coral Springs, FL 33065

Mayor, City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

Mayor, Town of Davie
6591 Orange Drive
Davie, FL 33314

Mayor, City of Deerfield Beach
150 Northeast Second Avenue
Deerfield Beach, FL 33441

Mayor, City of Hallandale Beach
400 South Federal Highway
Hallandale Beach, FL 33009

Mayor, Town of Lauderdale-by-the Sea
4501 Ocean Drive
Lauderdale-by-the-Sea, FL 33308

Mayor, City of Lauderdale Lakes
4300 Northwest 36 Street
Lauderdale Lakes, FL 33319

Mayor, City of Lauderhill
5581 W Oakland Park Blvd
Lauderhill, FL 33313

Mayor, City of Lighthouse Point
2200 NE 38th Street
Lighthouse Point, FL 33064

Mayor, City of Margate
5790 Margate Boulevard
Margate, FL 33063

Mayor, City of Miramar
2300 Civic Center Place
Miramar, FL 33023

Mayor, City of North Lauderdale
701 Southwest 71 Avenue
North Lauderdale, FL 33068

Mayor, City of Oakland Park
3650 Northeast 12 Avenue
Oakland Park, FL 33334

Mayor, City of Parkland
6600 University Dr.
Parkland, FL 33067

Mayor, Town of Pembroke Park
3150 Southwest 52 Avenue
Pembroke Park, FL 33023

Mayor, City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, FL 33026

Mayor, City of Plantation
400 Northwest 73 Avenue
Plantation, FL 33317

Mayor, City of Pompano Beach
100 West Atlantic Boulevard
P. O. Drawer 1300
Pompano Beach, FL 33061

Mayor, Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

Mayor, City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

Mayor, City of Tamarac
7525 Northwest 88 Avenue
Tamarac, FL 33321

Mayor, City of Weston
17200 Royal Palm Boulevard
Weston, FL 33326

Mayor, City of West Park
1965 S SR7
West Park, FL 33023

Mayor, City of Wilton Manors
2020 Wilton Drive
Wilton Manors, FL 33305

8. TERMINATION

- 8.1 This Agreement may be terminated for cause by an aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by COUNTY, 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 or safety. The PARTIES agree that if COUNTY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 8.2 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.
- 8.3 In the event this Agreement is terminated for convenience, COUNTY shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. COUNTY acknowledges and agrees that it has received good, valuable and sufficient consideration from PARTIES, the receipt and adequacy of which are, hereby acknowledged by PARTIES, for COUNTY's right to terminate this Agreement for

convenience.

9. MISCELLANEOUS PROVISIONS

- 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 property of COUNTY and may be subject to public records law; and, if a copyright is claimed, PARTIES grant to COUNTY 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 become the property of COUNTY and shall be delivered by SECOND PARTY to the Contract Administrator within seven (7) days of termination of this Agreement by either party.
- 9.2 Independent Contractor: COUNTY is an independent contractor under this Agreement. Services provided by COUNTY pursuant to this Agreement shall be subject to the supervision of COUNTY. In providing such services, neither COUNTY nor its agents shall act as officers, employees, or agents of PARTIES. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to PARTIES or PARTIES' agents any authority of any kind to bind COUNTY in any respect whatsoever.
- 9.3 Third Party Beneficiaries: Neither COUNTY nor PARTIES intend to directly or substantially benefit a third party by this Agreement. Therefore, COUNTY and PARTIES agree 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 either of them based upon this Agreement.
- 9.7 Assignment: Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the COUNTY and PARTIES. In addition, COUNTY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by PARTIES of this Agreement or any right or interest herein without COUNTY's written consent.
- 9.9 Materiality and Waiver of Breach: COUNTY and PARTIES agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

COUNTY's or any PARTIES' 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 Severance: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or PARTIES elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 9.11 Joint Preparation: COUNTY and PARTIES have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against COUNTY or one of the PARTIES than another. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.
- 9.12 Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 9 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 shall prevail and be given effect.
- 9.13 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. COUNTY and PARTIES all agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, COUNTY AND PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.
- 9.14 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 Board of County Commissioners and PARTIES or others delegated authority to or otherwise authorized to execute same on their behalf. Part VI.A. of the NPDES MS4 Permit contains a permit re-opener clause. If FDEP exercises the option to re-open the permit and revise or reissue the permit,

the COUNTY or the PARTIES may pursue a modification of this agreement to reflect the impacts of such permit revision or re-issuance.

- 9.15 Prior Agreements: This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.
- 9.16 Incorporation by Reference: The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. Attachments A and B are incorporated into and made a part of this Agreement.
- 9.17 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.
- 9.18 Multiple Originals: Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the _____ day of _____, 20____, and PARTIES, signing by and through their respective commissions and councils, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

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

By _____
Mayor
____ day of _____, 20____.

Approved as to form by
Office of County Attorney
Broward County, Florida
Joni Armstrong Coffey, 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

MCO/bjl
6/6/2012
NPDES Agreement 6-6-2012.docx

PARTIES

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE THE BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE THIRD FIVE-YEAR PERMIT.

CITY OF COCONUT CREEK

Attest:

By _____
Mayor-Commissioner

Clerk

_____ day of _____, 20____

By _____
Manager

_____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE THE BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE THIRD FIVE-YEAR PERMIT.

CITY OF COOPER CITY

Attest:

By _____
Mayor-Commissioner

_____ day of _____, 20____
Clerk

By _____
Manager

_____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE THE BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE THIRD FIVE-YEAR PERMIT.

CITY OF CORAL SPRINGS

Attest:

By _____
Mayor-Commissioner

Clerk _____ day of _____, 20____

By _____
Manager

_____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE THE BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE THIRD FIVE-YEAR PERMIT.

CITY OF DANIA BEACH

Attest:

By _____
Mayor-Commissioner

Clerk _____ day of _____, 20____

By _____
Manager

_____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE THE BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE THIRD FIVE-YEAR PERMIT.

TOWN OF DAVIE

Attest:

By _____
Mayor-Councilmember

_____ day of _____, 20____
Clerk

By _____
Manager

_____ day of _____, 20____

APPROVED AS TO FORM:

Town Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE THE BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE THIRD FIVE-YEAR PERMIT.

CITY OF DEERFIELD BEACH

Attest:

By _____
Mayor-Commissioner

_____ day of _____, 20____
Clerk

By _____
Manager

_____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE THE BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE THIRD FIVE-YEAR PERMIT.

CITY OF HALLANDALE BEACH

Attest:

By _____
Mayor-Commissioner

_____ day of _____, 20____
Clerk

By _____
Manager

_____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE THE BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE THIRD FIVE-YEAR PERMIT.

TOWN OF LAUDERDALE-BY-THE-SEA

Attest:

By _____
Mayor-Commissioner

_____ day of _____, 20____
Clerk

By _____
Manager

_____ day of _____, 20____

APPROVED AS TO FORM:

Town Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE THE BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE THIRD FIVE-YEAR PERMIT.

CITY OF LAUDERDALE LAKES

Attest:

By _____
Mayor-Commissioner

_____ day of _____, 20____
Clerk

By _____
Manager

_____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE THE BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE THIRD FIVE-YEAR PERMIT.

CITY OF LAUDERHILL

Attest:

By _____
Mayor-Commissioner

_____ day of _____, 20____
Clerk

By _____
Manager

_____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE THE BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE THIRD FIVE-YEAR PERMIT.

CITY OF LIGHTHOUSE POINT

Attest:

By _____
Mayor-Commissioner

_____ day of _____, 20____
Clerk

By _____
Manager

_____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE THE BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE THIRD FIVE-YEAR PERMIT.

CITY OF MARGATE

Attest:

By _____
Mayor-Commissioner

_____ day of _____, 20____
Clerk

By _____
Manager

_____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE THE BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE THIRD FIVE-YEAR PERMIT.

CITY OF MIRAMAR

Attest:

By _____
Mayor-Commissioner

_____ day of _____, 20____
Clerk

By _____
Manager

_____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE THE BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE THIRD FIVE-YEAR PERMIT.

CITY OF NORTH LAUDERDALE

Attest:

By _____
Mayor-Councilmember

_____ day of _____, 20____
Clerk

By _____
Manager

_____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE THE BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE THIRD FIVE-YEAR PERMIT.

CITY OF OAKLAND PARK

Attest:

By _____
Mayor-Commissioner

_____ day of _____, 20____
Clerk

By _____
Manager

_____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE THE BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE THIRD FIVE-YEAR PERMIT.

CITY OF PARKLAND

Attest:

By _____
Mayor-Commissioner

_____ day of _____, 20____
Clerk

By _____
Manager

_____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE THE BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE THIRD FIVE-YEAR PERMIT.

TOWN OF PEMBROKE PARK

Attest:

By _____
Mayor-Commissioner

_____ day of _____, 20____
Clerk

By _____
Manager

_____ day of _____, 20____

APPROVED AS TO FORM:

Town Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE THE BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE THIRD FIVE-YEAR PERMIT.

CITY OF PEMBROKE PINES

Attest:

By _____
Mayor-Commissioner

_____ day of _____, 20____
Clerk

By _____
Manager

_____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE THE BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE THIRD FIVE-YEAR PERMIT.

CITY OF PLANTATION

Attest:

By _____
Mayor-Councilmember

_____ day of _____, 20____
Clerk

By _____
Manager

_____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE THE BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE THIRD FIVE-YEAR PERMIT.

CITY OF POMPANO BEACH

Attest:

By _____
Mayor-Commissioner

_____ day of _____, 20____
Clerk

By _____
Manager

_____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE THE BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE THIRD FIVE-YEAR PERMIT.

TOWN OF SOUTHWEST RANCHES

Attest:

By _____
Mayor-Councilmember

_____ day of _____, 20____
Clerk

By _____
Manager

_____ day of _____, 20____

APPROVED AS TO FORM:

Town Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE THE BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE THIRD FIVE-YEAR PERMIT.

CITY OF SUNRISE

Attest:

By _____
Mayor Michael J. Ryan

_____ day of _____, 20____
Felicia M. Bravo, City Clerk

APPROVED AS TO FORM:

Kimberly A. Kisslan, City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE THE BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE THIRD FIVE-YEAR PERMIT.

CITY OF TAMARAC

Attest:

By _____
Mayor-Commissioner

_____ day of _____, 20____
Clerk

By _____
Manager

_____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE THE BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE THIRD FIVE-YEAR PERMIT.

CITY OF WESTON

Attest:

By _____
Mayor-Commissioner

_____ day of _____, 20____
Clerk

By _____
Manager

_____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE THE BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE THIRD FIVE-YEAR PERMIT.

CITY OF WEST PARK

Attest:

By _____
Mayor-Commissioner

_____ day of _____, 20____
Clerk

By _____
Manager

_____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE THE BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE THIRD FIVE-YEAR PERMIT.

CITY OF WILTON MANORS

Attest:

By _____
Mayor-Councilmember

_____ day of _____, 20____
Clerk

By _____
Manager

_____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney