

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: April 4, 2017 (X) Consent () Regular
() Workshop () Public Hearing

Department
Submitted By: Environmental Resources Management
Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) Fourth Cycle Permit Interlocal Agreement with the Northern Palm Beach County Improvement District (NPBCID) providing Palm Beach County MS4 Permit required services; which is effective upon execution by NPBCID and shall continue for one additional year after the fifth five-year term permit is issued, unless otherwise terminated in accordance with other provisions of this Agreement; and

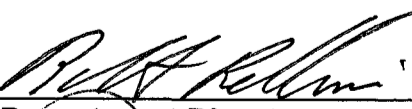
B) authorize the County Administrator or designee to sign all future time extensions, task assignments, certifications, and other forms associated with the Agreement, and any necessary minor amendments that do not significantly change the scope of work, or terms and conditions of the Agreement, including cost share increase at 15% annually that do not exceed more than \$25,000 above FY 2017 funding, in any given funding year.

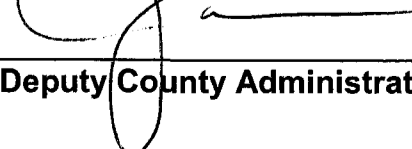
Summary: On September 8, 2016, the Florida Department of Environmental Protection (DEP), under delegated authority from Environmental Protection Agency (EPA), reissued its State of Florida Municipal Separate Storm Sewer System Permit for Palm Beach County MS4. The County and other governmental entities are designated as the Palm Beach County MS4 Permittees and enter into an interlocal agreement with NPBCID. Under this Agreement, NPBCID will continue to conduct lead permittee activities for all co-permittees including the County. The County will continue to conduct sampling and water quality related activities on behalf of NPBCID and the co-permittees. The Agreement also authorizes the Director of Environmental Resources Management (ERM) to provide written notice when required under the Agreement to NPBCID and amend Exhibit "A" and Exhibit "B" the Scope of Work and Exhibit "C" the Resolution, when required by either party. The County's cost share towards implementing the MS4 permit is 15% annually. For FY 2017, the County's 15% cost share is \$85,725, with a potential of a future increase. ERM receives \$79,000 in revenues for its permit required water quality sampling services for a net ad valorem impact of \$6,725 for Palm Beach County. Countywide (AH)

Background and Justification: On November 16, 1990, the EPA released a final rule to implement Section 402(p) of the Clean Water Act establishing regulations for stormwater. The County and all entities in the County which maintain separate stormwater systems have received a Palm Beach County MS4 permit since February 1, 1997. The County and other co-permittees have contracted with NPBCID since 1993 for lead services under the one combined permit. The Third Term Permit Interlocal Agreement (R-2011-1693) approved on November 1, 2011 is replaced by this Agreement to address requirements for the September 8, 2016 issued Palm Beach County MS4 permit.

Attachments:

- 1. MS4 NPDES Fourth Cycle Permit Interlocal Agreement

Recommended by:  2/19/17
Department Director **Date**

Approved by:  3-15-17
Deputy County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$85,725</u>	_____	_____	_____	_____
External Revenues	<u>(79,000)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$6,725</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____

Budget Account No.: Fund 0001 Department 380 Unit 3221 Object 3401
 Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Ad Valorem.

C. Department Fiscal Review:

S. Neary

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Dev. and Control Comments:

Les Pina 3/10/17

OFMB *ET 3/8 AK 3/10/17*

Dr. J. Jansbury 3/13/17

Contract Development and Control

B. Legal Sufficiency:

3/13/17

Anne Delgado 3-14-17

Assistant County Attorney

C. Other Department Review:

Department Director

MS4 NPDES FOURTH CYCLE PERMIT INTERLOCAL AGREEMENT

This Agreement shall be effective as of the day of _____, 20____ (the "Effective Date"), and is being entered into by and between NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT, 359 Hiatt Drive, Palm Beach Gardens, Florida 33418 (hereinafter referred to as the "Lead Permittee"), and PALM BEACH COUNTY, a political subdivision of the State of Florida, 301 N. Olive Avenue, West Palm Beach, Florida 33401 (hereinafter referred to as "the Co-Permittee") (hereinafter referred to collectively as "the parties").

WITNESSETH:

WHEREAS, on December 9, 1996, the United States Environmental Protection Agency (hereinafter referred to as "EPA") issued its National Pollutant Discharge Elimination System ("NPDES") Permit No. FLS000018 (with it and all such subsequent permits being hereinafter referred to as the "MS4 NPDES Permit") to approximately forty (40) governmental entities designated as the Palm Beach County-Municipal Separate Storm Sewer System ("MS4") Permittees (hereinafter referred to jointly as the "Permittees"); and

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

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

WHEREAS, FDEP Rule 62-4.052, F.A.C., implemented an annual regulatory program and also set fees to effect the legislative intent that FDEP's costs for administering the NPDES Permit be borne by regulated parties; and

WHEREAS, the Permittees timely filed a re-application to FDEP to be granted a renewal for the fourth cycle of the MS4 NPDES Permit (hereinafter referred to as (the "NPDES Fourth Cycle Permit")); and

WHEREAS, on September 8, 2016, FDEP granted a Fourth Cycle NPDES MS4 Permit with certain conditions enumerated therein; and

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

WHEREAS, due to the number of Permittees and the tasks that must be performed pursuant to each MS4 NPDES Permit, it would be more economically and administratively feasible to allocate duties, responsibilities, and costs associated with the MS4 NPDES Permits pursuant to individual Interlocal agreements between each Co-Permittee and the Lead Permittee; and

WHEREAS, the Permittees previously established a seven (7)-member Steering

Committee comprised of two (2) representatives of large municipalities, two (2) representatives of smaller municipalities, one (1) representative of special districts, one (1) representative from Palm Beach County, and the Lead Permittee, which Committee will continue to coordinate the joint activities required under the MS4 NPDES Permit, including but not limited to recommending to the Lead Permittee retention of necessary consultants to execute each MS4 NPDES Permit; and

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

NOW, THEREFORE, in accordance with Chapter 163, Part I, Florida Statutes, as amended, the undersigned parties, for and in consideration of the mutual benefits set forth herein, do hereby enter into this Agreement and represent, covenant, and agree with each other as follows:

SECTION ONE REPRESENTATIONS

1.1 Recitals. The recitals and representations as set forth hereinabove are true and correct to the best of the knowledge of the parties and are incorporated herein by this reference.

SECTION TWO DESIGNATION OF PARTIES

2.1 Lead Permittee. Northern Palm Beach County Improvement District is hereby designated as the Lead Permittee for the purposes of this Agreement and each MS4 NPDES Permit.

2.2 Co-Permittee. Palm Beach County is hereby designated as a Co-Permittee for the purposes of this Agreement and each MS4 NPDES Permit.

SECTION THREE TERM OF AGREEMENT

3.1 Agreement Term. The term of this Agreement shall be from the Agreement's Effective Date, and shall continue for one additional year after the fifth five-year term permit is issued, unless otherwise terminated in accordance with other provisions of this Agreement. The parties to this Agreement shall undertake a mutual review of this Agreement during the final year of the term of each Permit.

3.2 Funding Year. The term "Funding Year" is defined as a fiscal year beginning on October 1 and ending on September 30.

SECTION FOUR SCOPE OF WORK AND ALLOCATION OF DUTIES AND OBLIGATIONS

4.1 Allocation of Duties and Obligations.

(i) The Lead Permittee shall be responsible for those duties and obligations which are specifically identified and delineated in Exhibit "A" which is attached hereto and incorporated herein (the "Lead Permittee Services"). The Lead Permittee Services may be revised from time to time as required by the MS4 NPDES Permit. Any such revisions shall be agreed to in writing by the Co-Permittee and incorporated into Exhibit "A" and made a part of this Agreement. All revisions to Exhibit "A" shall be attached sequentially to the original Agreement so that all modifications to the Lead Permittee Services that occur over time may be determined. The Director of Environmental Resources Management is hereby authorized to execute any amendments to Exhibit "A" required under this Section 4.1 (i) on behalf of the Co-Permittee. The Co-Permittee contribution increase for any given Funding Year is not to exceed \$25,000 without Board of County Commissioner approval.

(ii) The Co-Permittee shall be responsible for such duties and obligations specifically identified and delineated in Exhibit "B" which is attached hereto and incorporated herein (the "Co-Permittee Services"). The Co-Permittee's Services may be revised from time to time as required by the MS4 NPDES Permit. Any such revisions shall be agreed to in writing by the Lead Permittee and incorporated into Exhibit "B" and made a part of this Agreement. All revisions to Exhibit "B" shall be attached sequentially to this Agreement so that all modifications to the Co-Permittee's Services that occur over time may be determined. The Director of Environmental Resources Management is hereby authorized to execute any amendments to Exhibit "B" required under this Section 4.1(ii) on behalf of the Co-Permittee.

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

SECTION FIVE BUDGET AND FUNDING

5.1 Administration Procedures. The procedures to be followed by the Lead Permittee regarding the collection, management and disbursement of the Co-Permittee payments are set forth in Resolution 2016-17 titled "Resolution of the Board of Supervisors of Northern Palm Beach County Improvement District Approving Revisions/Updates to the MS4 NPDES Steering Committee Administrative Procedures for Collection, Management and Disbursement of NPDES Interlocal Agreement Funds", a copy of which is attached hereto as Exhibit "C."

Section 2 of the Resolution incorporates by reference the "MS4 NPDES Steering Committee Administrative Procedures for Collection, Management and Disbursement of NPDES Interlocal Agreement Funds" (the "Procedures") which are incorporated into this Agreement and, where applicable, are to be followed by the parties to this Agreement.

The Resolution and the Procedures may be amended from time to time upon the approval of the NPDES Steering Committee and the Lead Permittee. However, the Co-Permittee shall be given a minimum of 60 days advance written notice of any proposed amendments to the Resolution or the Procedures, and shall be afforded the opportunity to offer comments to the Lead Permittee and/or the NPDES Steering Committee prior to any action being taken on said proposed amendments. Any amendment that is incorporated into this Agreement shall also be agreed to in writing by the Co-Permittee. The Director of Environmental Resources Management is hereby authorized to execute any amendments to the Resolution or the Procedures required under this Section 5.1 on behalf of the Co-Permittee.

5.2 Annual Budget. Since this Agreement is anticipated to be renewed for a number of Funding Years, the parties acknowledge that it is not in their respective best interests to project the potential costs the Lead Permittee may be required to incur for future Funding Years in order to carry out the Lead Permittee Services. Therefore, the parties agree to arrive at a mutually acceptable payment amount on a per Funding Year basis in order to more accurately calculate the amount that will be required to be paid by the Co-Permittee to the Lead Permittee for the provision of Lead Permittee Services during each Funding Year.

5.3 First Funding Year Payment. The parties agree that for the upcoming 2016/2017 Funding Year, the Co-Permittee will pay the Lead Permittee an amount not to exceed \$85,725.00 which sum represents payment of the Lead Permittee's Services for the upcoming Funding Year of this Agreement. The Co-Permittee's cost share towards implementing the MS4 NPDES Permit is 15% annually. For Funding Year 2017, the Co-Permittee's 15% cost share is \$85,725.

5.4 Current Funding. The parties believe that the funding specified above will be sufficient to satisfy the current MS4 NPDES Permit requirements for the 2016/2017 Fiscal Year unless unexpected additional costs and expenses of the nature described herein are incurred.

5.5 Future Funding Year Payments. It is assumed that during the last Funding Year of the term of each MS4 NPDES Permit, the Permittees and FDEP will commence to negotiate the provisions of the next MS4 NPDES Permit. As a result, allocation of the Scope of Services that are required to be provided hereunder may be modified. Due to this uncertainty, each party's duties and obligations hereunder, together with the funding process for provision of Lead Permittee Services, will be reexamined during the last Funding Year of the term of each MS4 NPDES Permit.

5.6 Separate Co-Permittee Expenses. In addition to the payments required to be paid by the Co-Permittee to the Lead Permittee pursuant to Sections 5.3 through 5.5, the Co-Permittee shall be responsible for all other costs and expenses relating to its individual duties and obligations under a MS4 NPDES Permit, including, but not limited to: (1) all costs of the Co-Permittee's preparation and submittal of such of its own individual annual report(s) that may be separately required by a MS4 NPDES Permit, (2) costs of all monitoring that may be the Co-Permittee's individual responsibility, (3) costs of gathering, compiling, coordinating, and submitting all necessary data that may be individually required of the Co-Permittee by a MS4 NPDES Permit, and (4) all other costs of carrying out any other individual responsibility of the Co-Permittee according to the requirements of a MS4 NPDES Permit.

5.7 Co-Permittee Costs. The Co-Permittee will provide the Lead Permittee with an estimate of all costs incurred by the Co-Permittee to perform water quality monitoring in December of each year during the term of this Agreement and shall provide timely revised cost estimates to the Lead Permittee should water quality monitoring requirements become subject to revision.

SECTION SIX PAYMENT PROCEDURE

The parties agree to pay each of its Funding Year payments as follows:

6.1 Funding Year Payments. Upon completion of the Funding Year, a party shall submit an itemized invoice to the other party (and subsequent invoices thereafter shall normally be on a quarterly basis or an agreed upon period) for carrying out its respective services as identified and delineated herein.

6.2 Lead Permittee Invoices. Invoices issued by the Lead Permittee pursuant to this Agreement shall be promptly reviewed by the Co-Permittee and, if approved, the Co-Permittee shall promptly process said invoices for payments, it being agreed that invoices will normally be paid within 30 days of Co-Permittee's approval of same or approved portion thereof.

6.3 Co-Permittee Invoices. The Co-Permittee shall invoice the Lead Permittee quarterly for goods and service provided in accordance with (ii) and (iii) of Exhibit "B", for which Lead Permittee shall then have thirty (30) days from receipt of the invoice to make payment.

6.4 Unexpected Additional Costs and Expenses. If Lead Permittee determines that unexpected additional costs and expenses must be incurred in order for it to provide its Lead Permittee services, Lead Permittee shall follow the procedures set forth in Exhibit "C" to request additional funds.

6.5 Failure to Pay. Unless otherwise agreed to in writing by and between the parties hereto, if a Funding Year payment or agreed upon unfunded and unexpected additional costs and expenses payment is not timely paid within thirty (30) days of a Payment Due Date the duties and obligations assumed by the Lead Permittee under the terms of this Agreement may be suspended and/or terminated by the Lead Permittee, at its sole discretion, following the provision of thirty (30) days prior written notice to the Co-Permittee unless cured by the Co-Permittee by payment in full of the omitted payment within said thirty (30) day notice time period.

SECTION SEVEN OPTION TO TERMINATE

7.1 Termination. Either party to this Agreement shall have the right to terminate this Agreement at will and without cause, provided that the party wishing to terminate the Agreement must provide thirty (30) days prior written notice to the other party of said terminating party's decision to terminate this Agreement. Said termination shall not be effective until said thirty (30)

day prior notice period has elapsed (the "Termination Date"). In addition to the aforementioned termination rights, the Agreement may be terminated as provided in Sections 6.5 herein.

7.2 Effect of Termination. In the event of termination of this Agreement by the Co-Permittee, the Co-Permittee shall thereupon be individually and solely responsible for all requirements of the applicable MS4 NPDES Permit that are designated therein as the individual responsibility of said Co-Permittee. After such termination, the Lead Permittee and other Permittees shall not be responsible for the Co-Permittee's individual obligations under the applicable MS4 NPDES Permit.

7.3 Costs and Expenses. Irrespective of which party elects to terminate this Agreement or in the event of a failure to pay by the Co-Permittee to the Lead Permittee the amounts due under and pursuant to the terms of this Agreement, the parties agree that any costs and expenses previously incurred or obligated to be paid by the Lead Permittee as of the Termination Date shall still be due and owing and the right to collect said amount(s) shall survive termination of this Agreement.

7.4 Documentation and Data. In the event this Agreement is cancelled or terminated, all documentation and data previously collected by the Lead Permittee in accordance with its duties and obligations as assumed herein, shall be made available to the Co-Permittee.

SECTION EIGHT ENFORCEMENT VIOLATIONS AND/OR DEFAULT

8.1 Enforcement. The designation herein of the Lead Permittee is not intended nor shall it be construed as authorizing, granting or permitting the Lead Permittee to accept or assume any powers of enforcement of the applicable MS4 NPDES Permit as to the other party.

8.2 Violations. Neither party to this Agreement shall be deemed to have assumed any liability for any negligent or wrongful acts or omissions of the other party, and in no event shall any of the provisions of this Agreement be construed as a waiver by either party of its sovereign immunity rights or of the liability limits established in Section 768.28, Florida Statutes.

8.3 Dispute Resolution Process. Any dispute or conflict between the parties that arises from any of the terms or conditions of this Agreement, including any exhibits thereto, shall be presented in writing by the complaining party to the other party. The parties' representatives shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict prior to either party initiating the intergovernmental conflict resolution process per Ch. 164, F.S., or litigation or any other formal dispute resolution process. The Director of Environmental Resource Management is hereby authorized to provide notice of any dispute or conflict to the Lead Permittee required under this Section 8.3 on behalf of the Co-Permittee.

SECTION NINE MISCELLANEOUS PROVISIONS

9.1 Notices. All notices, requests, consents and other communications required or

permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated (including telex, facsimile, telegraphic, or electronic mail (e-mail) communication) with confirmation of receipt, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

As to Lead Permittee: Northern Palm Beach County Improvement District
359 Hiatt Drive
Palm Beach Gardens, Florida 33418
Attn: Executive Director
Phone: (561) 624-7830
Fax: (561) 624-7839

With a copy to: Betsy S. Burden, Esq.
Caldwell Pacetti Edwards Schoech & Viator LLP
1555 Palm Beach Lakes, Blvd., Suite 1200
West Palm Beach, Florida 33401
Phone: (561) 655-0620
Fax: (561) 655-3775
Email: burden@caldwellpacetti.com

As to Co-Permittee: Palm Beach County
Robert Robbins, Director, Department of Environmental Resources
Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411
Phone: (561) 233-2400
Fax: (561) 233-2414
Email: rrobbins@pbcgov.org

As to Co-Permittee: ERM Attorney
Anne Helfant, Assistant County Attorney III
Palm Beach County Attorney's Office
301 N. Olive Avenue
West Palm Beach, Florida 33401
Phone: (561) 355-2225
Fax: (561) 355-6461
Email: AHelfant@pbcgov.org

9.2 Entire Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof.

9.3 Construction. The preparation of this Agreement is considered a joint effort of the parties and accordingly this Agreement shall not be construed more severely against one of the parties than the other.

9.4 Discrimination. The Lead Permittee and the Co-Permittee agree that no person shall on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity or expression or genic information be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

Lead Permittee has submitted to Co-Permittee a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if Lead Permittee does not have a written non-discrimination policy or one that conforms to the Co-Permittee's policy, it has acknowledged through a signed statement provided to Co-Permittee that Lead-Permittee will conform to Co-Permittee's non-discrimination policy as provided in R-2014-1421, as amended.

9.5 Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

9.6 Assignability. The responsibility for carrying out any task assumed by a party to this Agreement, but not the obligation to pay, may be assigned by the party upon receipt of written approval from the other party, which approval shall not be unreasonably withheld. The Director of Environmental Resource Management is hereby authorized to provide written approval required under this Section 9.6 on behalf of the Co-Permittee.

9.7 Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible, unless the prohibited or invalid provision reduces the payment obligations of the Co-Permittee, in which event this Agreement may be thereupon terminated by the Lead Permittee.

9.8 Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to any contrary conflicts of laws principle. Venue of all proceedings in connection herewith shall be exclusively in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, and each party hereby waives whatever their respective rights may have been in the selection of venue.

9.9 Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

9.10 Remedies. The failure of any party to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that the party may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

9.11 MS4 NPDES Permit. If there is any inconsistency between the terms of this Agreement and the applicable MS4 NPDES Permit, then the applicable MS4 NPDES Permit shall preempt, supersede, and control the provisions of this Agreement.

9.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.13 Clerk of Court. This Agreement shall be filed with the Clerk of the Circuit Court of the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida.

9.14 Termination of Prior Agreements. Contract Number R-2011-1693 and all previous Interlocal agreements entered into between the parties to this Agreement regarding the application or execution of a MS4 NPDES Permit shall terminate as of the Effective Date of this Agreement.

9.15 Effective Date. This Agreement shall be effective as of the date it is executed by both parties.

9.16 Access and Audit. Each party shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. Each party shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal business hours.

9.17 Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review the Lead Permittees' past, present and proposed contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Lead Permittee, its officers, agents, employees and lobbyists as pertain to this Agreement in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

9.18 No Third Party Beneficiary. No provision of this Agreement is intended to, or shall be construed to create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employee of Co-Permittee or Lead Permittee.

9.19 Availability of Funds. Co-Permittee's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Palm Beach County Board of County Commissioners.

IN WITNESS WHEREOF, the parties have set their hand and seals the day and year hereafter written.

EXECUTED by Lead Permittee this _____ day of _____, 20____.

ATTEST:

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

By: _____

Print: _____

Title: _____

[DISTRICT SEAL]

EXECUTED by Co-Permittee this _____ day of _____, 20____.

ATTEST:

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____

Print: _____

Title: _____

[SEAL]

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

By: *Robert Williams*
Director,
Environmental Resources Management

(From Fourth Cycle Permit ILA)

EXHIBIT "A"

LEAD PERMITTEE
SERVICES

The responsibilities of the Lead Permittee as to the implementation and execution of the MS4 NPDES Permit No. FLS000018 are generally as follows:

- I. The timely preparation, coordination, and execution of Interlocal Agreements necessary to establish and implement the joint activities required by the MS4 NPDES Permit.
- II. The timely preparation, coordination, and submittal to FDEP each year during the term of this Agreement, an annual report describing the activities carried out jointly to fulfill requirements in the MS4 NPDES permit.
- III. The timely preparation, coordination, and distribution of standardized forms and guidance documents as approved by NPDES Steering Committee to assist Permittees in carrying out the terms of the MS4 NPDES Permit.
- IV. The timely preparation, coordination, and execution of a countywide public education and outreach program required by Part III.A.6, Part III.A.7.e. and Part III.A.7.f. of the MS4 NPDES Permit as approved by the NPDES Steering Committee.
- V. The timely preparation and coordination of training materials to fulfill the requirements of Part III.A.6, Part III.A.7.c, Part III.A.7.d., Part III.A.9.b, and Part III.A.9.c of the MS4 NPDES Permit, as approved by the NPDES Steering Committee.
- VI. The timely preparation, coordination, and submittal to FDEP of major watershed pollutant load estimates required by Part V.A. of the MS4 NPDES Permit.
- VII. The timely preparation, and coordination of a monitoring program required by Part V.B. of the MS4 NPDES Permit.
- VIII. The timely coordination and assistance with the activities associated with the Total Maximum Daily Load (TMDL) Program as required by Part VIII.
- IX. The preparation and coordination of all MS4 NPDES Steering Committee workshops and meetings.
- X. The timely remittance of all necessary permit fees to FDEP, subject to the timely and sufficient collection of same for all other Permittees.

(From Third Term Permit ILA)

EXHIBIT "A"

LEAD PERMITTEE SERVICES

The responsibilities of the Lead Permittee as to the implementation and execution of the MS4 NPDES Permit No. FLS000018 are generally as follows:

- I. The timely preparation, coordination, and execution of Interlocal Agreements necessary to establish and implement the joint activities required by the MS4 NPDES Permit.
- II. The timely preparation, coordination, and submittal to FDEP each year during the term of this Agreement, an annual report describing the activities carried out jointly to fulfill requirements in the MS4 NPDES permit.
- III. The timely preparation, coordination, and distribution of standardized forms and guidance documents as approved by NPDES Steering Committee to assist Permittees in carrying out the terms of the MS4 NPDES Permit.
- IV. The timely preparation, coordination, and execution of a countywide public education and outreach program required by Part III.A.6, Part III.A.7.e. and Part III.A.7.f. of the MS4 NPDES Permit as approved by the NPDES Steering Committee.
- V. The timely preparation and coordination of training materials to fulfill the requirements of Part III.A.6, Part III.A.7.c, Part III.A.7.d., Part III.A.9.b, and Part III.A.9.c of the MS4 NPDES Permit, as approved by the NPDES Steering Committee.
- VI. The timely preparation, coordination, and submittal to FDEP of major watershed pollutant load estimates required by Part V.A. of the MS4 NPDES Permit.
- VII. The timely preparation, and coordination of a monitoring program required by Part V.B. of the MS4 NPDES Permit.
- VIII. The timely coordination, assessment, monitoring, and execution of activities associated with FDEP's Total Maximum Daily Load (TMDL Program) as required by Part VIII.
- IX. The preparation and coordination of all MS4 NPDES Steering Committee workshops and meetings.
- X. The timely remittance of all necessary permit fees to FDEP, subject to the timely and sufficient collection of same for all other Permittees.

EXHIBIT "B"
TO
MS4 NPDES INTERLOCAL AGREEMENT
REGARDING FOURTH CYCLE PERMIT
PALM BEACH COUNTY RESPONSIBILITIES CO-PERMITTEE SERVICES

Palm Beach County (the "County") shall be responsible for the implementation, provision and execution of the NPDES Fourth Cycle Permit 1) Required water quality monitoring as required per Part V.B, of the Permit, and 2) Countywide program to collect Household Waste as required per Part III A.7.f. of the Permit, and in accordance with and subject to the following:

(i) Any and all water quality monitoring program provisions that require the use and operation of a multi-parameter water quality instrument and sample collection device shall be subject to the County's receiving said instrument and sample collection device, which instrument and device are to be purchased and owned by the Permittees.

It being understood and agreed that upon the termination of the Agreement, the County shall return the multi-parameter water quality instrument and sample collection device to the Permittee(s) from which the instrument was obtained.

(ii) The provision and payment of all costs, including labor, equipment (except as described in (i) above), equipment maintenance and repair, analytical costs (ambient water quality analysis), water quality data validation, water quality data entry into STORET (or successor), instrument calibration solutions quality assurance plan for sampling and testing, and those associated with laboratory analysis and coordination for laboratory services, as are required for the water quality monitoring program.

(iii) The use and payment of costs associated with the operation of the multi-parameter water quality instrument or any equipment owned by the County that is available for carrying out the water quality monitoring program.

(iv) The County will provide the Lead Permittee with an estimate of all costs incurred by the County to perform water quality monitoring in December of each year during the term of this Agreement, and shall provide timely revised cost estimates should water quality monitoring requirements become subject to revision. The County shall invoice the Lead Permittee quarterly for the goods and services provided in accordance with provisions (ii) and (iii) herein, for which the Lead Permittee shall then have thirty (30) days from the date of receipt of the invoice to make payment.

(v) The County will provide all data entry/verification of the results to support an annual report to the FDEP on the activities and results of the water quality monitoring program. The water quality data shall be delivered to the Lead Permittee on or before January 2, 2017 and on or before January 2 of each subsequent year during the term of this Agreement. The annual water

quality monitoring data will adhere to the monitoring program as provided to the FDEP in the annual report as required by the MS4 NPDES Permit.

(vi) The Solid Waste Authority of Palm Beach County (SWA) is a dependent special district created by a Special Act of the Florida Legislature to manage solid waste disposal for all the municipalities and unincorporated Palm Beach County. As part of its countywide programs, the SWA collects Household Hazardous Waste at multiple locations throughout the County; publicizes the locations of the SWA operated collection sites for these materials; informs the public on the proper disposal of used oil, household products, and lead batteries; and annually documents these programs. As long as the SWA continues with these programs, Palm Beach County will continue to provide this information.

Exhibit "C"

RESOLUTION NO. 2016-17

RESOLUTION OF THE BOARD OF SUPERVISORS OF NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT APPROVING REVISIONS/UPDATES TO THE MS4 NPDES STEERING COMMITTEE ADMINISTRATIVE PROCEDURES FOR COLLECTION, MANAGEMENT AND DISBURSEMENT OF NPDES INTERLOCAL AGREEMENT FUNDS

WHEREAS, NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT ("Northern") is an independent special district duly organized and validly existing under the Constitution and the Laws of the State of Florida, including applicable provisions of Chapter 298, Florida Statutes, and Chapter 2000-467, Laws of Florida, as amended and/or supplemented; and

WHEREAS, the Florida Department of Environmental Protection ("FDEP") issued a National Pollutant Discharge Elimination System Permit No. FL.S000018 (the "MS4 NPDES Permit") which is applicable to a number of governmental entities located in Palm Beach County, including Northern; and

WHEREAS, the Co-Permittees that make up the governmental bodies subject to the NPDES Permit previously nominated and appointed Northern as the "Lead Permittee" for the purposes of assisting all Co-Permittees in the collection of general data required to be collected pursuant to the MS4 NPDES Permit and the submission of reports to the Florida Department of Environmental Protection and the United States Environmental Protection Agency; and

WHEREAS, as the Lead Permittee, Northern is in the process of entering into separate Interlocal or Joint Participation Agreements with each of the Co-Permittees, which Agreements set forth the parties' respective duties and obligations regarding fulfillment of the terms and conditions of the MS4 NPDES Permit; and

WHEREAS, a seven member NPDES Steering Committee has been selected by the Co-Permittees, which Steering Committee is comprised of two (2) representatives of large municipalities, two (2) representatives of smaller municipalities, one (1) representative of special districts, one (1) representative for Palm Beach County, and the Lead Permittee; and

WHEREAS, in January of 2011, the NPDES Steering Committee, in order to provide a level of accountability and fiscal control for the benefit of all NPDES Co-Permittees as it relates to the Interlocal and/or Joint Participation Agreements being entered into between Northern and each Co-Permittee, adopted Administrative Procedures for the collection, management and disbursement of NPDES Interlocal Agreement Funds, which Administrative Procedures were thereafter adopted by Northern; and

WHEREAS, on March 21, 2012, the NPDES Steering Committee adopted revised Administrative Procedures for the Collection, Management and Disbursement of NPDES Interlocal Agreement Funds; and

WHEREAS, a new MS4 NPDES Permit was issued by FDEP to the District and the other Co-Permittees on September 8, 2016; and

WHEREAS, it is necessary to further revise the Administrative Procedures to update the years for the alternative payment schedule contained in Section 1 of said Procedures, and to make minor clerical revisions; and

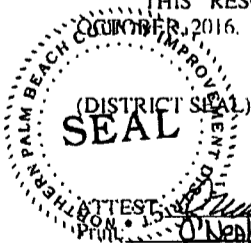
WHEREAS, at its meeting held September 21, 2016, the NPDES Steering Committee recommended such updates be made to said Procedures; and

WHEREAS, Northern has been asked to adopt and comply with the Revised NPDES Steering Committee Administrative Procedures as recommended by the NPDES Steering Committee on September 21, 2016 for the purpose of administering the funds it receives as the Lead Permittee pursuant to each NPDES Interlocal or Joint Participation Agreement.

NOW, THEREFORE, be it resolved by the Board of Supervisors of Northern Palm Beach County Improvement District as follows:

1. Northern Palm Beach County Improvement District does hereby adopt and agree to comply with the terms and conditions of the attached Revised NPDES Steering Committee Administrative Procedures as recommended by the NPDES Steering Committee on September 21, 2016.
2. That Northern Palm Beach County Improvement District does hereby incorporate by this reference the attached Revised NPDES Steering Committee Administrative Procedures as recommended by the NPDES Steering Committee on September 21, 2016 into each NPDES Interlocal and/or Joint Participation Agreement that it enters into with a Co-Permittee.
3. That the January 2011 Administrative Procedures as revised on March 21, 2012 and all resolutions or parts of resolutions in conflict herewith are hereby repealed.
4. This Resolution shall take effect immediately upon its adoption.

THIS RESOLUTION PASSED AND WAS ADOPTED THE 26TH DAY OF
SEPTEMBER, 2016.



ATTEST: Neal Bardin, Jr.
Print: Neal Bardin, Jr.
Title: Assistant Secretary

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

BY: [Signature]
Print: Gary Artinian
Title: Vice President

As Revised by Steering Committee
March 21, 2012
As Further Revised by Steering Committee
September 21, 2016

MS4 NPDES STEERING COMMITTEE ADMINISTRATIVE PROCEDURES
FOR COLLECTION, MANAGEMENT AND DISBURSEMENT
OF NPDES INTERLOCAL AGREEMENT FUNDS

The NPDES Steering Committee (which is comprised of two (2) representatives of large municipalities, two (2) representatives of smaller municipalities, one (1) representative of special districts, one (1) representative for Palm Beach County, and the Lead Permittee), has adopted the following administrative procedures in order to provide a level of accountability and fiscal control for the benefit of the NPDES Co-Permittees.

The administrative procedures adopted by the Steering Committee are as follows:

1. Alternative MS4 NPDES Interlocal Agreement Payment Schedules. In addition to the two (2) payment options set forth in Paragraphs 6.01 and 6.02 of the NPDES Interlocal Agreement, a Co-Permittee shall also be entitled to elect to pay the annual Funding Year payments on an equal quarterly installment basis. If this additional payment option is selected by a Co-Permittee, the quarterly payments for the First Funding Year are required to be paid on or before October 1, 2016, January 1, 2017, April 1, 2017 and July 1, 2017, with all future Funding Year quarterly payments to be paid in accordance with the same quarterly payment schedule.

NPBCID will be issuing one (1) invoice to each Co-Permittee for its annual Funding Year payment amount, following which the Co-Permittee shall then have thirty (30) days from the date of receipt of the invoice within which to select one of the three (3) payment options and to make its initial payment in accordance with the option so selected.

2. Income and Disbursement Accounting Documentation.

(A) A quarterly income and disbursement report shall be prepared by NPBCID. The report shall be delivered to the Steering Committee within forty-five (45) days following the end of each Funding Year quarter and thereafter distributed by the Steering Committee to the representative(s) of each Co-Permittee as identified in the NPDES Interlocal Agreements.

(B) The quarterly income and disbursement report shall be prepared by NPBCID in accordance with the format set forth in attached Attachment "A."

3. Budget Accounting Documentation. A quarterly budget accounting report shall be prepared by NPBCID. The report shall be delivered to the Steering Committee within forty-five (45) days following the end of each Funding Year quarter and thereafter distributed by the Steering Committee to the representative(s) of each Co-Permittee as identified in the MS4 NPDES Interlocal Agreement.

4. Reserve Fund Contingency Expenditures. Prior to any expenditures by NPBCID of funds contained in the Reserve Fund Contingency account identified in the MS4 NPDES Interlocal Agreement, for expenses not previously addressed at a Steering Committee meeting, NPBCID shall notify and consult, if time permits, the Steering Committee members.

5. Unexpected Additional Costs and Expenses. Prior to NPBCID incurring an obligation that will require a Co-Permittee to pay unexpected additional costs and expenses exceeding the amount held in the Reserve Fund Contingency, NPBCID shall notify the affected Co-Permittee(s) and the Steering Committee of the nature of the event and the amount of the unexpected additional cost and expense. Upon receipt of such notification, the Steering Committee shall present the matter for discussion and recommendation purposes to the Co-Permittees at the next regularly scheduled MS4 NPDES Steering Committee meeting (unless it is an emergency matter in which event a special meeting will be promptly scheduled and notice given to all Co-Permittees).

6. MS4 NPDES Interlocal Agreement Budget Adoption Process. All future MS4 NPDES Interlocal Agreement Funding Year budgets shall be adopted in accordance with the following procedure:

(A) On or before January 31st of each Funding Year, NPBCID shall prepare and present to the Steering Committee a proposed budget for the next Funding Year.

(B) The Steering Committee shall consider the proposed next Funding Year budget at a regular Steering Committee meeting and open the matter to discussion by those Co-Permittee representatives present and attending the meeting.

(C) Adoption of the next Funding Year's budget shall require the approval of a supermajority of at least five (5) members of the Steering Committee.

(D) As a part of the Steering Committee's consideration of the next Funding Year's budget and calculation of each Co-Permittee's allocable share and responsibility for the funding of the budget, the Steering Committee may consider the application of any existing surplus funds as a credit towards each Co-Permittee's allocable funding shares. "Surplus funds" for the purpose of this administrative guideline may include unexpended and unencumbered present Funding Year funds or Reserve Fund Contingency amounts, plus accrued interest thereon, if any.

(E) The Steering Committee shall also be responsible for approving, by a simple majority of those Steering Committee members in attendance (provided there is a quorum) at a Steering Committee meeting, line item budget transfers.

ATTACHMENT "A"

NPDES QUARTERLY INCOME AND DISBURSEMENT REPORT
FISCAL YEAR _____
FOR PERIOD _____ TO _____

<u>CASH ON HAND (date)</u>		<u>XXX.XXX.XX</u>
REVENUE: _____ TO _____		
AGREEMENT FEES	<u>XXX.XXX.XX</u>	
<u>TOTAL REVENUES</u>	<u>XXX.XXX.XX</u>	<u>XXX.XXX.XX</u>
TOTAL CASH AND REVENUES AVAIL FOR EXPENDITURES		<u>XXX.XXX.XX</u>
<u>EXPENDITURES PAID DURING _____ TO _____</u>		
ENGINEERING	X.XX	
OTHER PROFESSIONAL FEES	X.XX	
MISCELLANEOUS EXPENSES	X.XX	
GOVERNMENTAL REGISTRATION FEES	X.XX	
LEGAL	X.XX	
<u>TOTAL EXPENDITURES</u>	<u>X.XX</u>	<u>X.XX</u>
<u>FUND BALANCE AT (date)</u>		<u>XXX.XXX.XX</u>
RESERVE FOR CONTINGENCIES		<u>-XX.XXX.XX</u>
<u>UNRESERVED FUND BALANCE</u>		<u>XXX.XXX.XX</u>