

RESOLUTION NO. 2018-247

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE AN INTERLOCAL AGREEMENT (ILA) AMONG THE CITY OF COCONUT CREEK, THE CITY OF POMPANO BEACH, THE CITY OF MARGATE, THE CITY OF NORTH LAUDERDALE, AND THE CITY OF CORAL SPRINGS FOR SHARING THE COST OF THE DEVELOPMENT OF A BACTERIA POLLUTION CONTROL PLAN (BPCP); PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the United States Environmental Protection Agency (EPA), by way of the Water Quality Act of 1987, requires Counties and associated municipalities to comply with applicable conditions of the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit program; and

WHEREAS, in 2017, the City of Coconut Creek, the City of Pompano Beach, the City of Margate, the City of North Lauderdale and the City of Coral Springs (collectively referred to as "the Parties") entered into the fourth cycle of their National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer (MS4) permit as co-permittees with Broward County; and

WHEREAS, Part VIII of the NPDES MS4 permit requires the development of a Bacteria Pollution Control Plan (BPCP) to address pollution levels within an Environmental Protection Agency (EPA)-designated impaired waterbody of the permittees' choice through a prioritization process; and

WHEREAS, the City of Coconut Creek only had one EPA-designated impaired waterbody within its jurisdiction to choose from, the C-14 Cypress Creek Canal; and

WHEREAS, in 2017, the Parties all chose to prioritize the C-14 Cypress Creek Canal located in the northern part of Broward County; and

WHEREAS, Pompano Beach offered to be the lead agency in the undertaking of

developing the BPCP and to use Hydro Solutions Consulting, LLC to develop the BPCP for the C-14 Cypress Creek Canal to satisfy the requirements of the NPDES MS4 permit for the Parties that prioritized said canal; and

WHEREAS, Hydro Solutions Consulting, LLC entered into a Master Consulting Agreement with Pompano Beach on March 14, 2018; and

WHEREAS, upon execution of the Interlocal Agreement by the Parties, Pompano Beach will execute both the Interlocal Agreement and the Consultant Services Authorization No. 3 between it and Hydro Solutions Consulting, LLC for the development of the BPCP for the C-14 Canal; and

WHEREAS, the Parties each agree to provide twenty percent (20%) of the final invoiced cost resulting from the Consultant Services Authorization No. 3 between Hydro Solutions Consulting, LLC and Pompano Beach for the development of the BPCP for the C-14 Canal; and

WHEREAS, this Interlocal Agreement is entered into pursuant to Section 163.01, "Florida Interlocal Cooperation Act of 1969," Florida Statutes, and upon execution by the Parties shall be filed with the Clerk of the Circuit Court of Broward County; and

WHEREAS, the City Commission finds and determines that it is in the best interest of the residents of Coconut Creek to enter into this Interlocal Agreement with the City of Pompano Beach, the City of Margate, the City of North Lauderdale, and the City of Coral Springs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution. All Exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

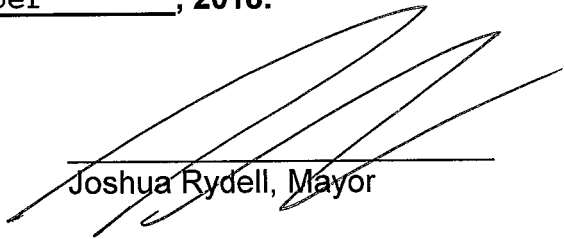
Section 2: That the City Commission has reviewed and hereby approves the attached Interlocal Agreement among the City of Coconut Creek, the City of Pompano Beach, the City of Margate, the City of North Lauderdale, and the City of Coral Springs.

Section 3: That the City Manager, or designee, is hereby authorized to execute the attached Interlocal Agreement among the City of Coconut Creek, the City of Pompano Beach, the City of Margate, the City of North Lauderdale, and the City of Coral Springs.

Section 4: That if any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this Resolution.


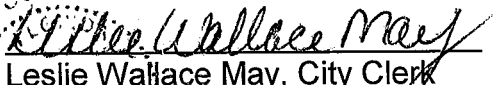
Section 5: That this Resolution shall be in full force and effect immediately upon its adoption.

Adopted this 25th day of October, 2018.



Joshua Rydell, Mayor

Attest:

Leslie Wallace May, City Clerk

Rydell	<u>Aye</u>
Welch	<u>Aye</u>
Tooley	<u>Absent</u>
Sarbone	<u>Aye</u>
Belvedere	<u>Aye</u>

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF POMPANO BEACH, FLORIDA,
THE CITY OF MARGATE, FLORIDA,
THE CITY OF NORTH LAUDERDALE, FLORIDA,
THE CITY OF CORAL SPRINGS, FLORIDA, AND
THE CITY OF COCONUT CREEK, FLORIDA,
FOR SHARING THE COST OF THE
DEVELOPMENT OF A BACTERIA POLLUTION CONTROL PLAN**

This is an Interlocal Agreement ("Interlocal Agreement" or "Agreement"), made and entered into by and between the City of Pompano Beach, a municipal corporation ("Pompano Beach"), the City of Margate, a municipal corporation ("Margate"), the City of North Lauderdale, a municipal corporation ("North Lauderdale"), the City of Coral Springs, a municipal corporation ("Coral Springs"), and the City of Coconut Creek, a municipal corporation ("Coconut Creek") (collectively referred to as the "Parties").

RECITALS

- A. In 2017, the Parties entered into the fourth cycle of their National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer (MS4) permit as co-permittees with Broward County.
- B. Part VIII of the NPDES MS4 permit requires the development of a Bacteria Pollution Control Plan (BPCP) to address pollution levels within an Environmental Protection Agency (EPA)-designated impaired waterbody of the permittees' choice through a prioritization process.
- C. In 2017, the Parties chose to prioritize the C-14 Cypress Creek Canal located in the northern part of Broward County.
- D. Pompano Beach offered to be the lead agency in the undertaking, and to use Hydro Solutions Consulting, LLC to develop a BPCP for the C-14 Cypress Creek Canal to satisfy the requirements of the NPDES MS4 permit for the Parties that prioritized said canal.
- E. Hydro Solutions Consulting, LLC entered into a Master Consulting Agreement with Pompano Beach on March 14, 2018.
- F. Upon execution of the Interlocal Agreement by the Cities of Margate, Coconut Creek, North Lauderdale and Coral Springs, Pompano Beach will execute both the Interlocal Agreement and the Consultant Services Authorization No. 3 between it and Hydro Solutions Consulting, LLC for the development of the BPCP for the C-14 Canal, attached hereto as Exhibit "A."

G. The Parties to this Interlocal Agreement each agree to provide twenty percent (20%) of the final invoiced cost resulting from the Consultant Services Authorization No. 3 between Hydro Solutions Consulting, LLC and Pompano Beach for the development of the BPCP for the C-14 Canal.

H. This Agreement is entered into pursuant to Section 163.01, the "Florida Interlocal Cooperation Act of 1969," of the Florida Statutes, and upon execution by the Parties shall be filed with the Clerk of the Circuit Court of Broward County.

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 **Contract Administrator.** Director of Pompano Beach's Utilities Department, or his/her designee.
- 1.2 **Consultant.** Hydro Solution Consulting, LLC, as the authorized contractor of Pompano Beach, hired to develop the BPCP for the C-14 Canal per NPDES MS4 permit requirements under Pompano Beach's Master Consulting Agreement and specifically the Consultant Services Authorization No. 3.

ARTICLE 2. SCOPE OF SERVICES

- 2.1 Pompano Beach shall share with the other parties to this Agreement all materials, information, and data received from Consultant pursuant to the work more fully described in Exhibit "A," attached hereto and made a part hereof, within a reasonable time following Pompano Beach's receipt of that information from Consultant.
- 2.2 It is understood and agreed that Pompano Beach may enter into separate agreements with Consultant; however, the other parties to this Agreement shall not be responsible for any additional costs or expenses associated with said separate agreements with Consultant unless the other parties otherwise agree in writing to such responsibility. Furthermore, the Consultant Services Authorization No. 3 is understood to be solely between Pompano Beach and the Consultant, and the other parties to this Agreement shall have no right or responsibility to administer the Consultant Agreement.

Article 3. COST SHARING

- 3.1 Upon completion of the project described in Exhibit "A," the other parties to this Agreement agree to pay Pompano Beach, in the manner specified in Section 3.2, Method of Billing and Payment, its "Cost Share" of the Consultant's study and drafting cost as set forth in the schedule attached as Exhibit "B," attached hereto and made a part hereof. The failure of any city or governmental entity to provide

Pompano Beach payment or to enter into a separate interlocal agreement shall not increase the other parties' obligation or relieve the other parties of their own obligation to pay Pompano Beach as provided herein.

32 METHOD OF BILLING AND PAYMENT

3.2.1 Pompano Beach must submit a final invoice for services completed under its Consultant Services Authorization No. 3 to the Parties of this Agreement in the amount, set forth as to each party, not to exceed the listed value in the "Cost Sharing Schedule" detailed in Exhibit "B." The invoice to each Party must be in the form of one (1) original invoice plus one (1) copy. The invoice shall designate the nature of the services performed and/or the total expenses incurred.

3.2.2 This Interlocal Agreement provides for strict accountability of all funds and the Parties have the right to conduct an audit of all receipts and disbursements.

3.2.3 The invoiced Parties shall pay Pompano Beach within thirty (30) calendar days after receipt of Pompano Beach's invoice.

33 Payment of the Pompano Beach invoice shall be made as follows:

A. Randolph Brown
Utilities Director
1205 NE 5th Avenue
Pompano Beach, FL 33060

ARTICLE 4. TERM AND TIME OF PERFORMANCE OF AGREEMENT

4.1 This Interlocal Agreement shall become effective upon the last date that this Agreement is executed by all parties to this Agreement and shall continue in full force and effect until midnight, fifteen (15) months following final execution of the Agreement. In addition, Contract Administrator is authorized to execute any amendments extending the term of this Interlocal Agreement with the appropriate amendment prepared with the same or similar formality, provided that any such amendment does not increase the compensation due by the other parties.

4.2 All duties, obligations, and responsibilities of the parties to this Agreement, required by this Interlocal Agreement, shall remain in full force and effect through the termination date or any extended termination date, as set forth above, unless written notice of termination by a party is provided pursuant to Article 6, "Termination," and Section 7.7, "Notices." Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Interlocal Agreement.

ARTICLE 5. GOVERNMENTAL IMMUNITY

- 5.1 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 Interlocal Agreement or any other contract. The parties to this Agreement are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of their agents or employees to the extent permitted by law. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 6. TERMINATION

- 6.1 This Interlocal 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 an aggrieved party (with a copy to the Contract Administrator) identifying the breach, or for convenience by any party upon not less than thirty (30) days' written notice to the Contract Administrator. An erroneous termination for cause shall be considered a termination for convenience. The same cost sharing methodology utilized in Exhibit B shall be utilized for the payment of costs incurred up to the time of the breach, upon early termination pursuant to this section.
- 6.2 Notice of termination shall be provided in accordance with the "Notices" section of this Interlocal Agreement except that notice of termination by Contract Administrator, which Contract Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice, which shall be promptly confirmed in writing in accordance with the "Notices" section of this Interlocal Agreement.
- 6.3 Upon receiving notice of early termination by any party to this Agreement, the Contract Administrator shall notify Consultant to halt work under the Consultant Agreement so as to avoid further incurred costs, and immediately notify all Parties of same.

ARTICLE 7. MISCELLANEOUS

- 7.1 Public Records. The parties shall comply with all public records requirements of Chapter 119, Florida Statutes, as may be required by law.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO A PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE POMPANO BEACH CUSTODIAN OF PUBLIC RECORDS AT,

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

- 7.2 Assignment and Performance. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other parties hereto, and any attempt to transfer or assign any interest in this Agreement without the written consent of the other parties shall be void.
- 7.3 All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
- 7.4 Amendments. Except as provided in Section 4.1, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 7.5 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR POMPANO BEACH:
Department of Utilities
Attn: A. Randolph Brown, Utilities Director
1205 NE 5th Avenue
Pompano Beach, FL 33060
Randolph.Brown@copbfl.com

FOR MARGATE:
Department of Environmental and Engineering Services
Attn: Richard Nixon, Acting Director
901 NW 66th Avenue, Suite B
Margate, FL 33063
rnixon@margatefl.com

FOR NORTH LAUDERDALE:
Department of Public Works and Utilities
Attn: George Krawczyk, Director
701 SW 71st Avenue
North Lauderdale, FL 33068
gkrawczyk@nlauderdale.org

FOR CORAL SPRINGS:
Department of Public Works
Attn: Richard Michaud, Director
9500 West Sample Road
Coral Springs, FL 33065
RMichaud@coralsprings.org

FOR COCONUT CREEK:
Department of Utilities and Engineering
Attn: Osama Elshami, Director
5295 Johnson Road
Coconut Creek, FL 33073
OElshami@coconutcreek.net

- 7.6 Interpretation. The language of this Agreement has been agreed to by the parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way 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.

- 7.7 Independent Contractor. Each party is an independent contractor and not an agent, employee, partner, or joint venturer of the other parties. Beyond what is provided herein, the parties have no authority to undertake or accept any obligation, liability or expense on behalf of the other parties, nor act in any other manner on behalf of the other parties, nor in the name of the other parties hereto.
- 7.8 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 either of them based upon this Agreement.
- 7.9 Materiality and Waiver of Breach. The 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. A 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.
- 7.10 Compliance with Laws. The parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing their duties, responsibilities, and obligations related to this Agreement.
- 7.11 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.
- 7.12 Joint Preparation. This Agreement has been jointly prepared by the parties hereto, and shall not be construed more strictly against any one (1) party.
- 7.13 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached 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 this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.
- 7.14 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. All parties acknowledge 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, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS THE PARTIES MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

- 7.15 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.
- 7.16 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 and legal authority.
- 7.17 Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be an original, but together such counterparts shall constitute only one (1) instrument.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement:

INTERLOCAL AGREEMENT BETWEEN POMPANO BEACH, FLORIDA, MARGATE, FLORIDA, NORTH LAUDERDALE, FLORIDA, CORAL SPRINGS, FLORIDA, AND THE CITY OF COCONUT CREEK, FLORIDA, FOR SHARING THE COST OF THE DEVELOPMENT OF A BACTERIA POLLUTION CONTROL PLAN.

THE CITY OF POMPANO BEACH, through its CITY COMMISSION, signing by and through its City Manager, authorized to execute same by Commission action on the _____ day of _____, 20_.

POMPANO BEACH

ATTEST:

POMPANO BEACH, by and through its City Commission

_____, City Clerk

By _____, City Manager

_____ day of _____, 20____

Approved as to form by:

By _____
_____ PRINT _____ (Date)
_____ TITLE _____

INTERLOCAL AGREEMENT BETWEEN POMPANO BEACH, FLORIDA, MARGATE, FLORIDA, NORTH LAUDERDALE, FLORIDA, CORAL SPRINGS, FLORIDA, AND THE CITY OF COCONUT CREEK, FLORIDA, FOR SHARING THE COST OF THE DEVELOPMENT OF A BACTERIA POLLUTION CONTROL PLAN.

THE CITY OF MARGATE through its CITY COMMISSION, signing by and through its City Manager, authorized to execute same by Commission action on the _____ day of _____, 20_____.

MARGATE

ATTEST:

_____, by and through
its City Commission

_____, City Clerk

By _____
_____, City Manager

____ day of _____, 20____

Approved as to form by:

By _____
____ PRINT _____ (Date)
____ TITLE _____

INTERLOCAL AGREEMENT BETWEEN POMPANO BEACH, FLORIDA, MARGATE, FLORIDA, NORTH LAUDERDALE, FLORIDA, CORAL SPRINGS, FLORIDA, AND THE CITY OF COCONUT CREEK, FLORIDA, FOR SHARING THE COST OF THE DEVELOPMENT OF A BACTERIA POLLUTION CONTROL PLAN.

THE CITY OF CORAL SPRINGS through its CITY COMMISSION, signing by and through its City Manager, authorized to execute same by Commission action on the _____ day of _____, 20__.

CORAL SPRINGS

ATTEST:

_____, by and through
its City Commission

_____, City Clerk

By _____
_____, City Manager

_____ day of _____, 20__

Approved as to form by:

By _____

_____ (Date)

INTERLOCAL AGREEMENT BETWEEN POMPANO BEACH, FLORIDA, MARGATE, FLORIDA, NORTH LAUDERDALE, FLORIDA, CORAL SPRINGS, FLORIDA, AND THE CITY OF COCONUT CREEK, FLORIDA, FOR SHARING THE COST OF THE DEVELOPMENT OF A BACTERIA POLLUTION CONTROL PLAN.

THE CITY OF COCONUT CREEK through its CITY COMMISSION, signing by and through its City Manager, authorized to execute same by Commission action on the 25th day of October, 2018

COCONUT CREEK

CITY OF COCONUT CREEK

By: Mary C. Blasi
Mary C. Blasi, City Manager

October 25, 2018
Date

Attest:



Leslie Wallace May
Leslie Wallace May, MMC
City Clerk

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY:

Terrill C. Pyburn
Terrill C. Pyburn, City Attorney

**EXHIBIT A
CONSULTANT SERVICES AUTHORIZATION
NO. 3**

CITY OF POMPANO BEACH, FLORIDA

**National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System
(MS4) Permit Compliance Part VIII: Total Maximum Daily Load (TMDL) Implementation**

Hydro Solutions Consulting, LLC, (CONSULTANT) entered into a Master Consulting Agreement (AGREEMENT) with City of Pompano Beach, Florida (CITY) on **March 14, 2018**. Pursuant to this AGREEMENT, the CITY has requested that the CONSULTANT provide certain professional services in support of **NPDES MS4 Bacteria Pollution Control Plan** (Project) as further detailed in this Consultant Services Authorization (CSA).

A. PROJECT BACKGROUND AND DESCRIPTION

The Broward County NPDES MS4 Cycle 3 Permit included Part VIII, which was a new section of the permit that requires permittees to self-implement adopted TMDLs. This requirement comes, in part, to assist the Environmental Protection Agency (EPA) to expedite the implementation of TMDLs, employing the permit as an enforcement mechanism and meet the agency water quality requirements under the Clean Water Act. Chapter 403.067, Florida Statutes (FS) lays out a detailed plan to implement TMDLs through the Basin Management Action Plans (BMAPs). The State of Florida has several adopted BMAPs for fecal coliform and nutrients.

The NPDES MS4 Cycle 4 Permit requires the CITY, and all co-permittees to Broward County, to implement an adopted TMDL during the 5-year permit cycle. The CITY has previously addressed the Pompano Canal Nutrient TMDL and must now focus on the fecal coliform impairment in the C-14 Cypress Creek Canal, WBID 3270. The CITY and the Cities of Margate, Coconut Creek, North Lauderdale, and Coral Springs indicated, in July 2017 to the Florida Department of Environmental Protection (FDEP), that their priority waterbody for TMDL implementation for self-implementation during the Cycle 4 permit is the C-14 Cypress Creek Canal. There are distinct differences in addressing the requirements in a fecal coliform TMDL verses the steps required for the previous Pompano Canal Nutrient TMDL. The difficulty in implementing a fecal coliform TMDL is two-fold:

1. Achieving the in-stream Waste Load Allocation (WLA) for fecal coliform to meet state water quality standards is not a cause and effect relationship between Best Management Practice (BMP) and water quality improvement, and
2. Structural and non- structural BMPs do not have fecal coliform reduction like nutrient BMPS with specified treatment efficiencies.

The solution, as presented in the permit, is to build a weight of evidence based on the identification of bacteria sources to the receiving watershed and develop actions to address or eliminate those sources. This forms an action plan to present to FDEP by which the permittee demonstrates a sufficiency of effort and action to the Maximum Extent Practicable (MEP) in implementation of the TMDL through a Bacteria Pollution Control Plan (BPCP). Permittees will provide information in their NPDES MS4 annual report on the actions taken as identified in the BPCP. The Walk the Waterbody is the cornerstone to the BPCP with the first step of Maps on the Table Workshop. The second step used the information generated in the Maps on the Table Workshop to guide the Walk the Water Body Identification Number (WBID) field evaluation. The field evaluation generated the action and focus areas for development of the BPCP.

B. SCOPE OF SERVICES

Upon authorization to proceed from the CITY, the CONSULTANT will provide the following identified services. This authorization shall be in full force and effect until the CONSULTANT completes all services as described in this CSA and any subsequent modifications to this CSA.

Task 1 - Walk the Waterbody (WBID) Post Field Event

The Walk the WBID field was a collaborative event where field investigation were team members included representatives from FDEP, City of Pompano Beach, City of Margate, City of Coconut Creek, City of North Lauderdale, and the City of Coral Springs. The information collected during this exercise is the foundation for the (Bacteria Pollution Control Plan) BPCP, drives the follow-up sampling plan and source identification action items necessary within in the BPCP submitted to FDEP as a Part of the Year 3 Annual Report. This task includes the preparation of a detailed PowerPoint presentation to detail the findings in the pre-field investigation and Walk the WBID field event. This presentation is also intended as a briefing resource for each of the stakeholders (Pompano Beach, Margate, Coconut Creek, North Lauderdale, and Coral Springs) for internal communication on these activities necessary for NPDES MS4 permit compliance. At the conclusion of the presentation all comments will be documented and provided to the Client for confirmation. The client will provide edits or approval of the comments within 5 business days. Those comments will be incorporated, and the file presentation will be delivered.

Task 101: Power Point Presentation Walk the WBID Results:

The CONSULTANT shall create a detailed PowerPoint to include the following information:

1. Majority of the pictures taken during the field event,
2. Details about each site,
3. Sources identified,
4. Water quality sampling result,
5. Action item(s) for each site.

Budget: \$1,764.00

Task 102: Stakeholder BPCP Implementation Workshop

The CONSULTANT shall conduct post-field event workshop with CITY and its partners (City of Margate, City of Coconut Creek, City of North Lauderdale, and the City of Coral Springs) to include the following draft agenda items:

1. Review of PowerPoint Presentation
2. Water Quality Sampling Plan
 - a. Bracket Sampling
 - i. Protocol
 - ii. Cost share
 - iii. Field event follow up
 - b. Draft Water Quality Sampling Plan for BPCP
 - i. Collaborative discussion with Pompano Beach, Margate, Coconut Creek, North Lauderdale, and Coral Springs partners to create a draft water quality sampling plan for the BPCP.
 1. Includes the identified hot spots from field events.
 2. Consider the needs of permittees in implementation of individual MS4.
3. Formation of C-14 Action Team
 - a. Identification of active participants, supporting resources & contact information
 - b. Establish field follow up plan
 - c. Develop Implementation Schedule (Quarterly meetings & In- Person vs. Teleconferences)

Budget: \$6,481.00

Task 103: Water Quality Sampling Plan

The CONSULTANT shall transfer the results of the stakeholder workshop discussion into a water quality sampling plan to add to the BPCP. This will contain station identification and descriptions, sampling frequency, station maps (up to 20) and WBID scale station map, sampling protocol, including follow up procedures such as bracket sampling, action items from May 2018 field event, and team communication standard operating procedures (SOP). A draft plan will be provided for comments. The client project manager will review all the members comments and provide one final set of comments within 2 weeks from the draft submittal. Those comments will be incorporated or addressed, and a final sampling plan will be provided.

Budget: \$5,610.00

Task 2 – Bacteria Pollution Control Plan

According to the FDEP NPDES MS4 permit issued to Broward County, the BPCP is due no later than in the Year 3 annual report (June 2020). In Year 3, the Event Mean Concentration (EMC) for the current and previous cycles is also due to FDEP. Drafting the plan and submitting to FDEP for review and submitting during year 1 allows the permittees ample opportunity to receive FDEP feedback on the proposed approach and make any necessary adjustments. This proposed approach also allows, the stakeholders, to begin implementation of the plan and adjust the plan based on lessons learned, well before the deadline. This supports a regulatory obligation that is meaningful to Pompano Beach, Margate, Coconut Creek, North Lauderdale, and coral Springs. The permittees would provide BPCP update with each subsequent annual report.

Task 201: Draft Bacteria Pollution Control Plan

The CONSULTANT shall consolidate and transcribe field notes, photos, and description of identified sources, action items, and the draft sampling plan. This will also include a discussion of how permittees have organized themselves, as well as the tools and procedures instituted to collaborate to identify and eliminate sources throughout the life of BPCP.

Budget: \$7,616.00

Task 202: Incorporate Stakeholder Comment

The CONSULTANT shall integrate or address all comments from the CITY and Margate, Coconut Creek, North Lauderdale, and Coral Springs on the BPCP and any new issues on the water quality sampling plan.

Budget: \$3,288.00

Task 203: Incorporate FDEP Comments

The CONSULTANT shall review FDEP comments with Stakeholders in a teleconference. Then based on feedback from Pompano Beach, Margate, Coconut Creek, North Lauderdale and Coral Springs; integrate or address all comments from the FDEP into the draft final BPCP and the draft sampling plan. The comments will be summarized in an email to the client project manager who in coordination with CONSULTANT will review the comments and provide final guidance on how to incorporate the comments. The CONSUTLANT will finalize the draft BPCP and sampling plan with the FDEP and stakeholders comments.

Budget: \$873.00

Task 3: Implementation Assistance for 1 Year

Quarterly Follow Up Meetings (September 2018- September 2019)

The BPCP is the plan to implement the TMDL. The FDEP and EPA fully expect that through the implementation the waters of the state will obtain water quality standards. This task is to assist the cities of Pompano Beach, Margate, Coconut Creek, North Lauderdale, and Coral Springs to establish an implementation team and facilitate the actions and follow up for the course of one year through as needed services.

Task 301: Field Identification (Fee is Single Site Visit)

The CONSULTANT shall collaborate with C-14 team to plan for and attend one (1) follow up field investigation of the site(s) of concern as identified in the field event. This is a targeted field investigation of the system (stormwater and open conveyance), to identify sources within a specific geographic area rather than the entire waterbody. This includes pre-planning, mapping, one 8-hour field event, and post follow up summary.

Budget: \$5,333.00

Task 302: Action Item Management

The CONSULTANT shall keep an action item spreadsheet that includes the site description, previous action items for site, status, and the responsible party. For the period of 12 months, once a quarter the CONSULTANT will contact responsible parties to provide data to the update status in preparation for quarterly teleconference and update the action item list to include any activities that quarter, as discussed in the quarterly conference.

Budget: \$2,419.00

Task 303: Quarterly Teleconferences

For the period of one year, the CONSULTANT shall schedule and facilitate one teleconference per quarter, teleconferences will include a representative from the CITY, Margate, Coconut Creek, North Lauderdale, and Coral Springs to review the status of actions items, quarterly water quality sampling results, discuss the follow up actions necessary for the following quarter and confirm responsible party. An example of deliverables includes the preparation of a meeting agenda and meeting notes.

Budget: \$4,904.00

Task 304: Update BPCP

The CONSULTANT shall take the action items (completed and planned), water quality sampling results, identified sources and status and update the BPCP. This task will include a review of the draft water quality sampling plan review teleconference with CITY and stakeholders to discuss the sampling plan. The CONSULTANT will then adjust the plan based on feedback from the teleconference (sampling stations, locations, frequency) and update maps, as appropriate, based on one-year worth of data and field investigations for submission to FDEP before the June 2020 Year 3 deadline. The comments will be summarized in an email to the CITY client project manager who in coordination with CONSULTANT will review the comments and provide final guidance on how to incorporate the comments. The CONSULTANT will finalize the draft BPCP and sampling plan with the incorporation of edits and comments from the cities of Pompano Beach, Margate, Coconut Creek, North Lauderdale, and Coral Springs.

Budget: \$6,357.00

C. DELIVERABLES

The CONSULTANT shall prepare and submit to the CITY, including electronic format when applicable, the following deliverables:

TASK	ACTIVITY	DELIVERABLE
101	Presentation	PowerPoint Presentation
102	Stakeholder Workshop	Meeting Agenda (PDF), Meeting Notes (MS Word)
103	Water Quality Sampling Plan	Electronic Copy (MS Word/Excel)
201	Draft Bacteria Pollution Control Plan	Electronic (MS Word)
202	Incorporate Stakeholder Comments	Electronic (MS Excel) Spreadsheet containing comments and status of comments. Electronic (MS Word) draft BPCP.
203	Incorporate FDEP Comments	Electronic (MS Excel) Spreadsheet containing FDEP comments. Electronic (MS Word) of updated BPCP.
301	Field Identification	Electronic (MS Excel) Spreadsheet with water quality sampling results and action items.
302	Action Item Management	Electronic (MS Excel) Spreadsheet for each station and field exercise with status and completed action items.
303	Quarterly Teleconferences	Meeting Agenda (PDF), Meeting Notes (MS Word)
304	Update BCPC Based on Year of Information	Electronic (MS Word) BPCP including sampling plan update based on year of implementation information for FDEP approval.

D. SCHEDULE

The length of this contract should not exceed 15 months. CONSULTANT will proceed with the services identified in this CSA immediately upon receipt of an executed copy of this CSA and a formal Notice-to-Proceed (NTP) from the CITY. An updated electronic version of the project schedule in Microsoft Project will be provided to the CITY within 10 working days from the issuance of the NTP. Delivery of the schedule may be in other electronic formats so long as they accurately portray the approved scope of services with sufficient detail subject to staff approval.

E. COMPENSATION

This work authorization establishes a fixed lump sum price and shall perform the services for the maximum not-to-exceed amount of \$44,644.00 and shall be invoiced monthly on a percent complete basis. Reimbursable expenses incurred in connection with this TA will be itemized and included in monthly invoices and are not included in the not-to-exceed cost. These may include, but are not necessarily limited to, overnight hotel stays associated with workshop or one field event and other items as reproduction, travel, communication expenses, and postage and shipping.

Invoices for not-to-exceed projects shall be accompanied by time and backup documentation, per Attachment 1 included with this scope for all billable hours appearing on the invoice. Additional documentation may be requested by the CITY and, if so requested, shall be furnished by the CONSULTANT to the CITY. In addition, all invoices shall be submitted with the AGREEMENT number, Work Authorization number, purchase order (PO) number and the CITY's partners in cost-share numbers on the invoice.

F. SERVICES NOT INCLUDED

The following services are not included in the Scope of Services for the Project:

- On-line GIS Mapping;
- Hard Copy Maps;
- Collection and organization of Water Quality Sampling.

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Please indicate your agreement with this proposal by signing in the space provided and return one copy to our office.

If you should have any questions or require additional information, please call. Thank you for this opportunity to be of professional service.

FOR HSC

Scott D. Justice
Scott Justice, MBA
Vice-President

For City of Pompano Beach, Florida

Signature

Printed Name and Title

August 22, 2018
Date

Date

EXHIBIT B – COST SHARING SCHEDULE

Entity	Portion	Funding (not to exceed)
Pompano	20%	\$ 8,928.80
Margate	20%	\$ 8,928.80
North Lauderdale	20%	\$ 8,928.80
Coral Springs	20%	\$ 8,928.80
Coconut Creek	20%	\$ 8,928.80
Total:	100%	\$ 44,644.00