

RESOLUTION NO. 2009- 4

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, PROVISIONS, AND REQUIREMENTS OF A SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, DISTRICT TWO, AND ST. JOHNS COUNTY, FLORIDA, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT ON BEHALF OF THE COUNTY

WHEREAS, the Florida Department of Transportation (FDOT) requires that St. Johns County execute five (5) originals of the Supplemental Joint Participation Agreement (JPA) with regard to the County's withdrawal of funds from an escrow account administered by the Treasury with regard to a memorandum of agreement among St. Johns County, the Treasury and the Florida Department of Transportation that pertains to the County's performance of certain activities that are related to the NPDES Phase II Municipal Separate Storm Sewer System (MS4) generic permit program, pursuant to the Federal Clean Water Act and Section 403.0885, F.S.; and

WHEREAS, County staff has reviewed the attached and incorporated Supplemental Joint Participation Agreement; and

WHEREAS, the County has determined that the Supplemental Joint Participation Agreement is in the long-term interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, that:

Section 1. The above recitals are hereby adopted as legislative Findings of Fact, and are incorporated into the body of this Resolution.

Section 2. The Board of County Commissioners of St. Johns County, Florida hereby approves the terms, conditions, provisions, and requirements of the attached and incorporated Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation, District Two, and St. Johns County, Florida, and authorizing the County Administrator, or designee, to execute the Supplemental Joint Participation Agreement on behalf of the County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 6th day of January, 2009.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

ATTEST:
Robert J. Platt
Deputy Clerk

By: Cyndi Stevenson
Cyndi Stevenson, Chair

RENDITION DATE 1/9/09

Financial Project ID. No.:	_____	Fund:	_____
SAMAS Approp:	_____	Organization:	_____
SAMAS Obj.	_____	Federal No.	_____
Contract No.	_____	Vendor No.	_____

SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

THIS SUPPLEMENTAL AGREEMENT ("Supplement"), made and entered into this _____ day of _____, 200__ by and between St. Johns County and the State of Florida, Department of Transportation District Two ("FDOT"), is to supplement the Joint Participation Agreement between the parties dated August 25, 2003.

WITNESSETH

WHEREAS, on August 25, 2003, the FDOT and St. Johns County have previously entered into a Joint Participation Agreement (JPA), *see Attached Compound Exhibit A for Supplement*.

WHEREAS, the FDOT has renewed its application for the Generic Permit for Discharge of Stormwater from Phase II Municipal Separate Storm Sewer System (MS4). *See Attached Exhibit B for Supplement*. St. Johns County has agreed to share responsibilities to implement one or more of FDOT's MS4 permit minimum control measures (or a component thereof) on FDOT's behalf.

WHEREAS, the FDOT and St. Johns County desire to work together to preserve and enhance the environmental quality of the waters of the state while protecting and promoting the public health, safety, and general welfare.

WHEREAS, the FDOT and St. Johns County desire to apportion the funding required to meet St. Johns County's responsibilities for the FDOT's MS4 minimum control measures. *See Attached Exhibit C for Supplement*. The FDOT shall benefit from St. Johns County providing services that FDOT is required to do to meet the minimum control measures of the MS4 permit requirements. St. Johns County shall benefit from the funding provided by FDOT for these services.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and conditions set forth in this Supplement, the parties, intending to be legally bound hereby, acknowledge and agree as follows:

1. **RECITALS**

The recitals set forth above are specifically incorporated herein by reference and made part of this Supplement.

2. **CAPTIONS**

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend, or describe the scope of this Supplement or any provision.

3. **NOTICE**

All notices, communications and determinations between the parties hereto and those required to be given under this Supplement shall be in writing and shall be sufficient if mailed by registered or certified mail to the parties at the following addresses:

St. Johns County: 2740 Industry Center Road
St. Augustine, FL 32095
Attention: Environmental Coordinator

FDOT: State of Florida
Department of Transportation
1109 South Marion Ave MS 2010
Lake City, FL 32025
Attention: NPDES Administrator

With a copy to: State of Florida
Department of Transportation
1109 South Marion Ave
MS # 2009
Lake City FL 32025
Attention: General Counsel

4. **ENTIRE SUPPLEMENT**

This Instrument and its attached Exhibits contains the entire Supplement between the FDOT and St. Johns County regarding the matters set forth herein and no representations or promises have been made except those that are specifically set out in this Supplement. If there is any conflict between this Supplement and the JPA, see *Exhibit B for Supplement*, this Supplement shall supersede. If this Supplement is silent on any provision within the JPA then the JPA provisions shall apply.

5. **VOLUNTARY EXECUTION OF SUPPLEMENT**

Each party warrants and represents to the other: (i) that each understands all of the rights and obligations set forth in this Supplement and the Supplement accurately reflects the desires of the parties; (ii) each provision of this Supplement has been negotiated fairly at arm's length; (iii) each fully understands the advantages and disadvantages of this Supplement and executes this Supplement freely

and voluntarily of their own accord and not as a result of any duress, coercion, or undue influence; and (iv) each has had, or had the opportunity to have, independent legal advice by counsel of its own choosing in the negotiation and execution of this Supplement.

6. INTERPRETATION

No provision in this Supplement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

7. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereby acknowledge the adequacy and sufficiency of consideration provided in this Supplement and forever waive the right to object to or otherwise challenge the same.

8. TOTAL MAXIMUM DAILY LOAD

Nothing in this Supplement shall establish any current or future apportionment or percentage of pollutant allocation for any current or future Total Maximum Daily Load Basin Management Action Plan (TMDL BMAP) reduction requirements in any water body identification (WBID) within or flowing into or from St. Johns County Florida, specifically including but not limited to the Lower St. Johns River Main Stem freshwater or marine sections and the Lower St. Johns River Tributaries.

9. DESCRIPTION AND ALLOCATION OF RESPONSIBILITY TO COMPLY WITH FDOT'S MS4 PERMIT

a. ALLOCATION OF MONETARY RESPONSIBILITY. The Total Estimated Budget for the FDOT MS4 Permit requirements for the Minimum Control Measures is ONE MILLION, ONE HUNDRED NINETY SEVEN THOUSAND, ONE HUNDRED AND FORTY ONE AND NO/100 DOLLARS (\$1,197,141). *See attached Exhibit C for Supplement.* FDOT shall be responsible for TWO HUNDRED AND EIGHTY TWO THOUSAND ONE HUNDRED AND THIRTY SEVEN AND NO/100 DOLLARS (\$282,137) and St. Johns County shall be responsible for NINE HUNDRED AND FIFTEEN THOUSAND AND FOUR AND NO/100 DOLLARS (\$915,004).

1. The FDOT shall deposit the TWO HUNDRED AND EIGHTY TWO THOUSAND ONE HUNDRED AND THIRTY SEVEN AND NO/100 DOLLARS (\$282,137) pursuant to a Memorandum of Agreement with the State of Florida Department of Financial Services, Division of Treasury. *See Attached Exhibit D for Supplement.*

2. St. Johns County shall have the authority to withdraw from the Department of Financial Services, upon submitting to the Comptroller through the FDOT's NPDES Administrator a "Request for Funding Form" along with any and all supporting documents as required by law.

b. **MINIMUM CONTROL MEASURES IN THE FDOT MS4 PERMIT THAT ARE THE RESPONSIBILITY OF ST. JOHNS COUNTY.** In addition to the monetary responsibility for NINE HUNDRED AND FIFTEEN THOUSAND AND FOUR AND NO/100 DOLLARS (\$915,004) listed above and in consideration for receiving TWO HUNDRED AND EIGHTY TWO THOUSAND ONE HUNDRED AND THIRTY SEVEN AND NO/100 DOLLARS (\$282,137) from the FDOT, St. Johns County shall be responsible for and provide all supervision, labor, materials, supplies, equipment and transportation to fulfill the following minimum control measures required by FDOT's MS4 permit, *see Attached Exhibit B for Supplement pg 5 of 11*:

1. Comply with all the requirements listed under element 1a BMP 01 Public Education and Outreach- St. Johns County shall implement a public education program to distribute educational materials to the community or conduct equivalent outreach activities about the impacts of stormwater discharges on water bodies and the steps that the public can take to reduce pollutants in stormwater runoff; and

2. Comply with all the requirements listed under element 2a BMP 01 Public Involvement- St. Johns County shall comply with State and local public notice requirements when implementing a public involvement/public participation program; and

3. Comply with all requirements listed under element 3a BMP 02 Storm Sewer System Enhanced Mapping- St. Johns County shall provide the FDOT with all the required updates to the Countywide Digital Contour Mapping. St. Johns County shall provide all the associated data for the Geodatabase in a format required by the Florida GIS Baseline Specification for Orthophotography and Light Detection And Ranging (LiDAR). Additionally, St. Johns County shall provide a Digital Terrain Model (DTM) that includes metadata in the Terrain Geodatabase format; and

4. Comply with all requirements listed under element 3b BMP 02 Illicit Discharge prohibition- to the extent allowable under State or local law, St. Johns County shall effectively prohibit through ordinance or other regulatory mechanism non-stormwater (illicit) discharge into FDOT's MS4 and implement appropriate enforcement procedures and actions; and

4. Comply with all requirements listed under element 3c BMP 03 Illicit Discharge Detection and Elimination- St. Johns County shall develop and implement a plan to detect and eliminate non-stormwater discharges, including illegal dumping, to the MS4 ; and

5. Comply with all requirements listed under element 3d BMP 04 Household Hazardous Waste/ Illicit Discharge/ Improper Waste Disposal Educational Programs- St. Johns County shall inform

public employees, businesses, and the general public of hazards associated with illegal discharges and improper disposal of waste.

10. RECORDKEEPING

Throughout the term of this Supplement and for a minimum of three (3) years after the FDOT submits payment to St. Johns County for services, St. Johns County shall maintain all such records and documents including but not limited to records of costs incurred by St. Johns County, general accounting and all other supporting documents. Copies of these documents shall be furnished to FDOT upon request. St. Johns County shall provide the FDOT any and all reports and other documents related to this Supplement.

11. PUBLIC RECORDS

The Parties understand and agree that all documents of any kind provided in connection with this Supplement are public records and are treated as such in accordance with Florida law.

12. EXECUTION OF DOCUMENTS

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of this Supplement and shall do all other acts to effectuate this Supplement, time being of the essence.

14. WAIVER

The failure of either party to insist on one or more occasions the strict performance or compliance with a term, provision or otherwise of this Supplement shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party to be charged.

15. GOVERNING LAW

This Supplement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and, where relevant, 33 USC 1251 et seq. (the federal "Clean Water Act") and regulations promulgated thereunder.

16. ASSIGNMENT

Neither party may transfer or assign its rights or obligations under this Supplement without the written consent of the other party. Nothing in this Supplement shall be construed to create an assignment right or obligation in an outside contractor hired by St. Johns County to fulfill its requirements. Specifically, St. Johns County shall retain all duties and obligations to comply with Section 9 of this Supplement including St. Johns County's monetary obligation of NINE HUNDRED AND FIFTEEN

THOUSAND AND FOUR AND NO/100 DOLLARS (\$915,004) and the compliance with the MINIMUM CONTROL MEASURES IN FDOT MS4 PERMIT THAT ARE THE RESPONSIBILITY OF ST. JOHNS COUNTY.

17. INDEMNIFICATION

With the exception of St. Johns County contractually indemnifying FDOT for any failure by St. Johns County to fulfill its obligations to comply with Section 9 including St Johns County's monetary obligation of NINE HUNDRED AND FIFTEEN THOUSAND AND FOUR AND NO/100 DOLLARS (\$915,004) and the compliance with the MINIMUM CONTROL MEASURES IN FDOT MS4 PERMIT THAT ARE THE RESPONSIBILITY OF ST JOHNS COUNTY, nothing in this paragraph shall exceed the limits of or be construed as a waiver by St. Johns County of its Sovereign Immunity or as St Johns County indemnifying FDOT beyond the limitation of Fla. Stat. 768.28. For all subject matter other than the contractual obligations under this Supplement, St Johns County shall indemnify, defend, and hold harmless FDOT and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by St Johns County or St Johns County's officers, agents, employees or outside contractors subject to the limits of Fla. Stat. 768.28. Pursuant to Fla. Stat. 768.28, nothing in this Supplement shall exceed the limits of liability or be construed as a waiver by FDOT of its sovereign immunity. Pursuant to Fla. Stat. 768.28, nothing in this Supplement shall exceed the limits of liability or be construed as a waiver by FDOT of its sovereign immunity.

18. EFFECT OF SUPPLEMENT

The parties shall offer this Supplement as evidence in any and all proceedings concerning any subject matter of this Supplement, and, if acceptable to the Court, will cause a copy of the Supplement to be incorporated by reference in the judgment rendered. Notwithstanding incorporation in the judgment, this Supplement shall not be merged in it, but shall survive the judgment and be binding on the parties for all time.

19. SEVERANCE

If any section, paragraph, clause or provision of this Supplement is adjudged by a court of competent jurisdiction to be invalid and unenforceable, all remaining parts of this Supplement shall remain in full force and effect and the parties shall be bound thereby so long as the principle purposes of this Supplement remain enforceable.

20. MODIFICATION OF SUPPLEMENT

Any modification or waiver of any of the provisions of this Supplement shall be effective only if made in writing and executed with the same formality as this Supplement.

21. EXECUTION IN COUNTERPARTS

This Supplement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

22. VENUE

Initial venue for any disputes over this Supplement shall be before the FDOT District Two Secretary ("Secretary"). The Secretary shall have sole discretion to determine the subject matter of the dispute including but not limited to the interpretation, validity, performance or breach of this Supplement. The Secretary shall have sole discretion to determine the outcome of the dispute. Subsequent venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Supplement shall lie exclusively in a state or federal court of appropriate jurisdiction, including without limitation, Columbia, St Johns, and Leon County, Florida.

23. EFFECTIVE DATE AND TERMINATION DATE

The effective date of this Supplement shall be the date the last of the parties to be charged executes the Supplement. FDOT and St. Johns County agree that if any time period ends on a Saturday, Sunday, or legal holiday, the time period shall be extended to the next succeeding calendar day that is not a Saturday, Sunday, or legal holiday. This Supplement shall terminate on **October 31, 2013**.

24. STATUTORY PROVISIONS

This Supplement is subject to the provisions of Fla.Stat. 255.2502 ("[t]he State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.").

25. TERMINATION

a. Pursuant to Fla. Stat. 255.2505, the FDOT's obligations under this Supplement to pay the TWO HUNDRED AND EIGHTY TWO THOUSAND ONE HUNDRED AND THIRTY SEVEN AND NO/100 DOLLARS (\$282,137) is contingent upon an annual appropriation by the Florida Legislature. St. Johns County agrees that in the event the funds are not appropriated to the FDOT then this Supplement may be terminated. FDOT shall notify St. Johns County in writing within thirty days of the date FDOT is notified by the Legislature the funds shall not be appropriated. Upon notification by FDOT that funds are not appropriated and this Supplement is terminated St. Johns County shall no longer be obligated to provide services not yet rendered. Nothing in this termination clause shall exempt St. Johns County from continuing to provide services already paid for by the FDOT.

b. St. Johns County's obligations under this Supplement to pay the NINE HUNDRED AND FIFTEEN THOUSAND AND FOUR AND NO/100 DOLLARS (\$915,004) are contingent upon the county's appropriation of non ad-valorem funds. FDOT agrees that in the event that St. Johns County does not appropriate funds or fails to perform its obligations under this Supplement then this Supplement may be terminated.

1. If St. Johns County fails to appropriate funds then St. Johns County shall notify FDOT in writing within thirty days of the date St. Johns County is notified that the funds shall not be appropriated. Upon notification FDOT at its sole discretion shall determine whether to terminate this Supplement. If FDOT terminates this Supplement, FDOT shall provide written notice by certified mail and thirty days after FDOT sends notice this Supplement shall terminate. Upon termination, FDOT shall no longer be obligated to pay St. Johns County and all funds remaining in the account with the Division of Financial Services, *see attached Exhibit D for Supplement*, shall be returned to FDOT.

2. If FDOT unilaterally determines that St. Johns County has failed to provide services as required to comply with Section 9 of this Supplement, then FDOT may terminate this Supplement. Upon FDOT determination that St. Johns County has failed to provide services as required by Section 9, FDOT shall provide written notice by certified mail and thirty days after FDOT sends notice this Supplement shall terminate. Upon termination, FDOT shall no longer be obligated to pay St. Johns County and all funds remaining in the account with the Division of Financial Services, *see attached Exhibit D for Supplement*, shall be returned to FDOT.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereby execute this Supplement, consisting of nine [9] pages.

- Signatures to Follow on page 9 -

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION DISTRICT 2

By: _____

Name: Charles W. Baldwin

Title: District 2 Secretary

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2000,
by _____, who is personally known to me, or who produced _____
_____ as identification.

LEGAL REVIEW BY:

District Two Legal Department

ST. JOHNS COUNTY by its BOARD OF COUNTY COMMISSIONERS

By: _____

Name: _____

Title: County Administrator

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this _____ day of _____, 2000,
by _____, who is personally known to me, or who produced _____
_____ as identification.

LEGAL REVIEW BY:

St. Johns County Legal Department

Financial PROJECT ID. No.: 21425017478 Fund: D

SAMAS Approp: 68812 Function: 215

Job No. - Federal No. -

Contract No.: AKA73 Vendor No.: VFS96000825015

JOINT PARTICIPATION AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of August 2003, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, DISTRICT TWO, an agency of the State of Florida, (hereinafter referred to as the "FDOT") and ST. JOHNS COUNTY, (hereinafter referred to as the "COUNTY") under Subsections 163.01(4) and (5), Florida Statutes, the Florida Interlocal Cooperation Act of 1969.

WITNESSETH:

WHEREAS, the COUNTY and FDOT have expressed the desire to work together and combine their resources and efforts to satisfy their obligations to implement certain minimum control measures of the Florida Department of Environmental Protection National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Phase II generic permit; and

WHEREAS, the County is accountable for its separate storm sewers which outfall to FDOT's separate storm sewer systems or to the Waters of State; and

WHEREAS, FDOT is accountable for its separate storm sewers which outfall to the County's separate storm sewer systems or to the Waters of State; and

WHEREAS, municipal separate storm sewer outfall mapping, countywide contour mapping, and public education, outreach, involvement and participation for stormwater pollution prevention are all needed to implement the PROJECT that is described in Exhibit A that is

Compound **EXHIBIT A** for Supplement

attached hereto and incorporated herein; and

WHEREAS, The COUNTY and FDOT wish to share PROJECT program development and implementation costs; and

WHEREAS, The COUNTY and FDOT have agreed on the services and funding each shall contribute towards completing the PROJECT.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1. Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers shall assist with PROJECT coordination and shall be the party's prime contact person. Notices or reports shall be sent to the attention of the appropriate Project Manager by US Mail to the addresses as set forth below:

Project Manager for the COUNTY:
→ Debbie Kristiansen
St. Johns County
2740 Industry Center Road
St. Augustine, Florida 32095

Project Manager for the FDOT:
Alan Obaigbena
Florida Department of Transportation
1109 South Marion Avenue
Lake City Florida 32025-5874

2. The COUNTY and the FDOT shall perform the services and fulfill the obligations as specifically designated in Exhibits "A" and "B" that are attached hereto and by reference made a part hereof. Any changes to the obligations shall be mutually agreed to in a formal written amendment prior to being performed by either party.

3. The total PROJECT costs of the municipal separate storm sewer outfall mapping, countywide contour mapping, and public education, outreach, involvement and participation for stormwater pollution prevention, as required by this PROJECT, are to be shared as indicated in Exhibit "B", attached hereto and incorporated herein.

4. On or before September 30 2003, a separate Memorandum of Agreement will be executed by the Department of Financial Services Division of Treasury and the parties hereto at which time the FDOT will advance five hundred thousand dollars (\$500,000) into the escrow

account that will be maintained by the Department of Financial Services, Division of Treasury pursuant to the Memorandum of Agreement. The County shall have the authority to withdraw on the escrow account with the Department of Financial Services, upon submitting to FDOT's Comptroller via the FDOT's Project Manager, a "Request for Funding Form" along with supporting documents.

5. Each party shall, upon request, permit the other party to examine all PROJECT related records, and documents during or following completion of the PROJECT. Each party shall maintain all such records and documents for at least three (3) years following completion of the PROJECT.

6. Records of costs incurred by the County under the terms of this agreement shall be maintained and made available upon request to FDOT at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to FDOT upon request. Records of costs incurred include the County's general accounting records for the PROJECT and the PROJECT records, together with supporting documents and records of the County that pertain to the PROJECT and all other records of the County considered necessary by the FDOT for a proper audit of PROJECT costs.

7. The COUNTY shall provide the FDOT with any and all reports and or other documents from the PROJECT.

8. Bills for fees or other compensation for services or expenses shall be submitted in detail, sufficient for a proper preaudit and postaudit thereof. Participants providing goods and services to the FDOT should be aware of the following time frames. Upon receipt, the FDOT has (5) five working days to inspect and approve the goods and services. The FDOT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within 40 days, a separate interest penalty at a rate as established

pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the County. Interest penalties of less than one (1) dollar will not be enforced unless the County requests payment. Invoices that have to be returned to the County because of County preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the FDOT. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.

9. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Sec. 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year."

10. In accordance with Section 287.133(2)(a) Florida Statutes, the parties agree that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract, or enter into a contract, to provide any goods or services to the County or to any of the County's contractors, subcontractors, suppliers, or consultants when such bid or contract pertains to the PROJECT and may not transact business with the County that pertains to the PROJECT in excess of the threshold amount provided in s.287.017 Florida Statutes for CATEGORY TWO for a period of 36 months from the

date of being placed on the convicted vendor list.

11. The FDOT's obligation to pay under this section is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the FDOT for the PROJECT, or the COUNTY's Administration and/or County Commission do not appropriate sufficient non ad valorem funds for the PROJECT, this Agreement may be terminated, which shall be effective upon either party giving notice to the other to that effect.

12. This Agreement shall commence on the date above written and remain in effect and binding on the parties until the expiration date of the COUNTY's and FDOT's five year PROJECT on or about September 10, 2008, unless terminated or extended by mutual written and signed agreement by the parties. At the County's option, work on the PROJECT that pertains to FDOT generic permit obligations will not commence, except for the ongoing countywide contour mapping project, until the above described Escrow Agreement is executed and delivered and the FDOT has deposited the agreed upon five hundred thousand dollars (\$500,000) into the escrow account.

13. Either party may terminate this Agreement upon the other party's default in complying with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing the term and/or condition with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate.

14. Neither party may assign or transfer its rights or obligations under this Agreement, including any operation, maintenance, or financing duties related to the PROJECT, without the written consent of the other party. This paragraph shall not be construed to prevent the COUNTY from hiring outside contractors to perform any or all of the COUNTY's obligations hereunder.

15. Each party shall comply with all applicable Federal, State and local laws, rules, regulations and guidelines relative to performance under this Agreement.

16. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

17. To the extent provided by law, COUNTY shall indemnify, defend, and hold harmless FDOT and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by COUNTY, its agents, or employees, during the performance of the Agreement, except that neither COUNTY, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission, or negligent act by FDOT or any of its officers, agents or employees during the performance of this Agreement.

18. The following documents are attached to and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibits "A" and "B."

A. Exhibit "A" – Description of the PROJECT

B. Exhibit "B" – Estimated Budgets

19. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

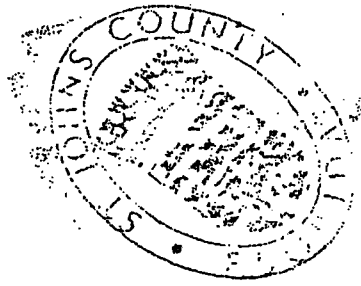
ST JOHNS COUNTY
By its BOARD OF COUNTY COMMISSIONERS

BY: [Signature]
Its County Administrator

DATE: 8-18-03

ATTEST: [Signature] (SEAL)

TITLE: Deputy Clerk



APPROVED AS TO FORM, LEGALITY
[Signature]
St. Johns County Legal Department

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: [Signature]
District Secretary
District Two

DATE: 8/25/03

ATTEST: [Signature] (SEAL)

TITLE: Admin. Asst.

APPROVED AS TO FORM, LEGALITY
[Signature]
Office of District Two General Counsel

EXHIBIT "A"

DESCRIPTION OF PROJECT

1.0 PURPOSE

St. Johns County (COUNTY) will assist the Florida Department of Transportation (FDOT), District Two in compliance with certain conditions of the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Phase II generic permits issued by the Florida Department of Environmental Protection (FDEP) to FDOT for the FDOT-owned MS4 located in the urbanized areas of unincorporated St. Johns County (hereinafter referred to the "FDOT MS4".)

The COUNTY will also comply with certain conditions of the NPDES MS4 Phase II generic permits issued by FDEP to the COUNTY for the County owned MS4 located in urbanized areas in unincorporated St. Johns County (hereinafter referred to at the "COUNTY MS4".)

This project requires St. Johns County to facilitate the distribution of stormwater pollution prevention materials to the public within the unincorporated areas of the COUNTY that impact the FDOT MS4 and/or the COUNTY MS4 in order to address key permit requirements related to stormwater pollution source controls with the primary focus on public education and outreach, as well as public involvement and participation. The project also requires St. Johns County to provide FDOT MS4 and COUNTY MS4 outfall mapping within the urbanized unincorporated areas of the County. The project further includes sharing of information from the County's ongoing countywide contour mapping project with FDOT. The project will be evaluated for effectiveness by St. Johns County and this information will be submitted to FDOT in fulfillment of the above described NPDES permit requirements.

This project will also provide for cost savings through sharing of educational materials and programs as a result of cooperative approach to meeting individual permit objectives.

2.0 QUALIFICATIONS

St. Johns County has experience in a multitude of regional planning issues including transportation and public education. St. Johns County will provide in-kind services in the form of labor and expenses associated with coordinating and implementing the individual FDOT MS4 and County MS4 outfall mapping, stormwater public education, outreach, involvement and participation programs as described in this Exhibit A. The programs to be implemented will target the cumulative portions (FDOT and St. Johns County) of the MS4 systems that are located within urbanized areas in unincorporated St. Johns County.

3.0 OFFICE LOCATION

St. Johns County's office is located at 4020 Lewis Speedway, St. Augustine, Florida 32095.

4.0 SERVICES TO BE PROVIDED BY ST. JOHNS COUNTY

4.1. St. Johns County shall provide all supervision, labor, materials, supplies, equipment, and transportation to fulfill the requirements of this project.

4.2. St. Johns County shall implement a selection of stormwater public education, outreach, involvement, and participation programs, including appropriate public notice. The COUNTY will select and implement the programs, materials, and activities using its best judgment to achieve the best results and to ensure compliance with project requirements. The public education, outreach, involvement, and participation programs, materials and activities may include but are not limited to the following:

- a. Stormwater Brochure
- b. Officer Snook coloring book (Spanish and English language versions)
- c. Florida Yards and Neighborhoods program, activities and outreach materials
- d. Pollution prevention booklets distributed to local businesses such as automotive repair shops, printing shops and landscape maintenance services
- e. Internet messages (County website) and cable TV messages and/or video that inform the public of the impacts of illicit discharges to the FDOT MS4 and to the COUNTY MS4 and where to report potential illicit discharges
- f. Watershed Action Volunteers program, activities and outreach materials, including a storm drain marking program, activities and materials
- g. Coastal Clean-Up and other environmental clean-up events that protect the FDOT MS4 and the COUNTY MS4 and receiving waters including the St. Johns River

4.3. St. Johns County shall ensure that all selected public education, outreach, involvement, and participation elements shall achieve the intent of the following NPDES Phase II Permit minimum control measures, as per Appendix A of DEP Form 62-621.300(7)(b):

1.a. Implement a public education program within unincorporated St. Johns County to distribute educational materials to the community or conduct equivalent outreach activities about the impacts of stormwater discharges on water bodies and the steps that the public can take to reduce pollutants in stormwater runoff.

2.a. Comply with State and local public notice requirements when implementing a public involvement/public participation program.

3.d. Inform public employees, businesses, and the general public of hazards associated with illegal discharges and improper disposal of waste.

4.4. St. Johns County shall perform FDOT MS4 and COUNTY MS4 outfall mapping of the urbanized areas of unincorporated St. Johns County. FDOT shall provide the COUNTY with the location of the FDOT MS4 outfalls located in the urbanized areas of unincorporated St. Johns County. These locations shall be based on State Plane Coordinates NAD 83 Florida East Zone (Feet.) The FDOT MS4 and COUNTY MS4 outfalls will be mapped according to the Mapping Element set forth in Appendix A of FDEP Form 62-621.300(7)(b). St. Johns County will also provide FDOT with one (1) set of deliverables of the County's ongoing Countywide Contour Mapping Project. The deliverables include one set of CDs containing DXF files of 1 foot contours and spot elevations, DTM/Breakline data, transportation features, hydrography features, and obscured area polygons.

4.5. To the extent allowed by Florida law and required by NPDES, the County will hold public hearings to enact an ordinance, or if applicable amend an existing ordinance, in order to prohibit non stormwater discharges from unincorporated areas of the County into the FDOT MS4 and/or the County MS4. The County will enforce any such ordinance in a manner allowed under Florida law.

5.0 FDOT RESPONSIBILITIES

The FDOT will pay the funds described in paragraph 2.0 of Exhibit B that is attached to the Joint Participation Agreement between the County and the FDOT. The FDOT will pay those funds to the Department of Financial Services, Division of Treasury in accordance with and for the purposes set forth in an Escrow Agreement among the FDOT, the County and the Department of Financial Services, Division of Treasury with regards to the Joint Participation Agreement. The FDOT will provide a Project Manager to assist the County Project Manager in administering the terms and conditions of this project. The initial FDOT Project Manager will be Mr. Alan Obaigbena, P.E., Florida Department of Transportation, District Two, 1109 South Marion Avenue, Lake City, Florida 32025-5874. The FDOT reserves the right to change the Project Manager at any time.

6.0 BEGINNING AND LENGTH OF SERVICES

The services to be rendered by St. Johns County and the FDOT shall commence upon the execution and delivery of both the Joint Participation Agreement and the Escrow Agreement and shall be completed on or about September 10, 2008.

7.0 TERMINATION ACTION

Any necessary default action will be processed in accordance with Department of Management Services Rule 60A-1.006(3).

EXHIBIT "B"

ESTIMATED BUDGETS

1.0 The parties estimate that the total cost of the PROJECT will be Two million, three hundred eighty two thousand, five hundred Dollars (\$2,382,500.00.)

2.0 The FDOT agrees to fund Twenty-one Percent (21%) of the PROJECT, not to exceed Five Hundred Thousand Dollars (\$500,000) and shall have no obligation to pay any costs beyond this maximum amount. In addition, there are no travel expenses associated with this PROJECT.

3.0 The COUNTY agrees to fund Seventy-nine Percent (79%) of the PROJECT including in-kind services, not to exceed One million, eight hundred eighty-two thousand, one hundred and seventy five Dollars, and shall have no obligation to pay any costs beyond this maximum amount. The County's payment obligations hereunder are limited to payment from non ad valorem County revenues that are legally available and have been budgeted and appropriate for such purposes.

4.0 The estimated budgets, over the five-year term of the PROJECT, for implementing the PROJECT (Exhibit "A") are shown in Table B-1:

Table B-1 "Estimated Budgets"

Activity	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost	Total Budget
Stormwater Brochure	2,000	2,000	2,000	2,000	2,000	10,000
Officer Snook coloring book	500	500	500	500	500	2,500
Florida Yards and Neighborhoods	10,000	10,000	10,000	10,000	10,000	50,000
Pollution prevention booklets	10,000	10,000	10,000	10,000	10,000	50,000
Internet messages and cable TV messages	5,000	5,000	5,000	5,000	5,000	25,000
Watershed Action Volunteers	20,000	20,000	20,000	20,000	20,000	100,000
Coastal Clean-Up	10,000	10,000	10,000	10,000	10,000	50,000
Mapping	1,000,000	1,075,000	0	0	20,000	2,095,000
Total Budgets	1,057,500	1,132,500	57,500	57,500	77,500	2,382,500

5.0 The costs, budgets shown in Table B-1 represent estimates only, developed for the purposes of the Joint Project Agreement between the FDOT and St. Johns County.



@; user I.D. FI913RP
 <MVS@DOT>
 08/01/2003 03:41 PM

To: MT210LB@dot.state.fl.us
 cc:
 Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT ANA73

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
 FUNDS APPROVAL

Contract #ANA73 Contract Type: AK Method of Procurement: G
 Vendor Name: SAINT JOHNS BOCC
 Vendor ID: VF596000825015
 Beginning date of this Agmt: 08/15/03
 Ending date of this Agmt: 08/14/08

 Description: Joint Participation Agreement

 ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT
 (FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR
 AMENDMENT ID *SEQ. *USER ASSIGNED ID *ENC LINE(6S)/STATUS

Action: ORIGINAL Funds have been: APPROVED
 55 024040210 *HM *790002 * 500000.00 *21425617478 *215
 2004 *55150200 *088712/04
 0001 *00 * *0001/04

 TOTAL AMOUNT: *\$ 500,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
 DATE: 08/01/2003



FOR FILING ONLY

NOTICE OF INTENT TO USE GENERIC PERMIT FOR DISCHARGE OF STORMWATER FROM PHASE II MUNICIPAL SEPARATE STORM SEWER SYSTEMS (RULE 62-621.300(7)(b), F.A.C.)

INSTRUCTIONS:

- This NOI must be completed and submitted to the Department to authorize use of the Generic Permit for Discharge of Stormwater from Phase II Municipal Separate Storm Sewer Systems ("MS4 GP"), provided in Rule 62-621.300(7)(a), F.A.C.
- The type of municipal separate storm sewer system that qualifies for coverage under the MS4 GP and the applicable Phase II MS4 stormwater management program requirements are specified in the permit. You should familiarize yourself with the MS4 GP before completing this NOI.
- Submit this fully completed NOI, permit fee, and required attachments by mail to the address in the box at right. **DO NOT SUBMIT** any materials not in the checklist in Section V. of this NOI.
- Please print or type information in the appropriate areas below and complete each section.

Submit NOI, permit fee, and required attachments to:
NPDES Stormwater Notices Center
 M.S. #2510
 Florida Department of Environmental Protection
 2600 Blair Stone Road
 Tallahassee, FL 32309-2400

SECTION I. PHASE II MS4 OPERATOR INFORMATION

Name of the Phase II MS4 Operator: Florida Department of Transportation

Name of the Phase II MS4 Responsible Authority: Alan Obaigbena

Title: District Operations Environmental Engineer / NPDES Administrator

Mailing Address: 1109 South Marion Avenue

City: Lake City

Zip Code: - 32025-5874

County: Columbia

Telephone Number: 386-961-7064

Name of the Designated Phase II MS4 Stormwater Management Program Contact:
Alan Obaigbena

Title: District Operations Environmental Engineer / NPDES Administrator

Department: District Maintenance

Mailing Address: 1109 South Marion Avenue

City: Lake City

Zip Code: - 32025-5874

County: Columbia

Telephone Number: 386-961-7064

E-mail Address: alan.obaigbena@dot.state.fl.us

Location of the Phase II MS4 (if different than the mailing address in Section I.C. above):

Street Address: St. Johns County

City: St. Augustine

Zip Code:

County: St. Johns County

Approximate center of the Phase II MS4:

Latitude: 29 ° 54 ' 28 "

Longitude 81 ° 24 ' 24 "

Phase II MS4 ownership status (check one):

Public

State

Federal

Total resident population of the Phase II MS4:

Name of the urbanized area(s) the Phase II MS4 is located within (if applicable):

St. Augustine

Name of the Water Management District the Phase II MS4 is located within (check all that apply):

Northwest Florida Water Management District

Southwest Florida Water Management District

Suwannee River Water Management District

St. John's River Water Management District

South Florida Water Management District

SECTION II SHARING RESPONSIBILITY

You may rely on another entity to satisfy some or all of your permit obligations if the conditions in Part D of the MS4 GP are met. Another entity may implement one or more of the measures and/or a component of a measure on your behalf. You may rely on another entity to satisfy all permit obligations (including annual reporting) but only if the entity is permitted under Chapter 62-624, F.A.C. Note the following:

You will remain responsible for compliance with your permit obligations if the other entity(ies) fails to implement the control measure(s) or a component thereof on your behalf. You must establish a written agreement with the other entity(ies) before submitting this NO.

1. Has another entity, regulated under Chapter 62-624, F.A.C., agreed to implement **all** of your permit obligations on your behalf? Yes No

If yes, complete Section II.A.2. If no, skip to Section II.B.

2. Name of Entity: _____
 Contact Name: _____
 Title: _____
 Department: _____
 Mailing Address: _____
 City: _____ Zip Code: _____ County: _____
 Telephone Number: _____
 E-mail Address: _____

1. Has another entity agreed to implement one or more of the minimum control measures (or a component thereof) on your behalf? Yes No

If yes, complete Sections II.B.2. and II.B.3. (See the note below for any additional entities)

2. Control measure(s) or component of a control measure to be implemented by the other entity:
 (1) Public Education; (2) Public Participation / Involvement; (3) Part of Illicit Discharge Det/Elim.

3. Name of Entity: St. Johns County [1,2,&3]
 Contact Name: Debbie Kristiansen, CHMM, REM
 Title: Environmental Coordinator
 Department: Public Works
 Mailing Address: 2740 Industry Center Road
 City: St Augustine Zip Code: 32095 County: St. Johns
 Telephone Number: 904-269-6301
 E-mail Address: dkristiansen@co.st-johns.fl.us

Note: For each additional entity sharing stormwater management program responsibilities with you, provide on a separate sheet the information requested in Sections II.B.2. and II.B.3. Title the sheet "Section II.B.3. Additional Entities Information" and attach it to this

RECEIVING WATERS

Identify the named receiving waterbodies to which your Phase II MS4 discharges. Include all such waterbodies known to you at the time of this application:

<u>Atlantic Ocean</u>		<u>Pelican River</u>	<u>Hospital Creek</u>
<u>Tolomato River</u>		<u>Oyster Creek</u>	<u>Robnson Creek</u>
<u>Matanzas River</u>		<u>Quarry Creek</u>	<u>Moultrie Creek</u>
<u>St. Augustine Inlet</u>		<u>Red House Branch</u>	<u>Casa Cola Creek</u>
<u>San Sebastine River</u>		<u>San Julian Creek</u>	<u>Eagle Creek</u>
<u>Marie Sanchez lake</u>		<u>Salt Run</u>	

SECTION IV MINIMUM CONTROL MEASURES

Complete the Phase II MS4 Stormwater Management Program (SWMP) Elements Form in Appendix A for each minimum control measure described in Part VI. of the MS4 GP, except the Post-construction Stormwater Management in New Development and Redevelopment minimum control measure if you have chosen the qualifying alternative program option for this measure under Part X. of the permit. If you choose, however, to implement BMPs for the Post-construction measure, please complete a SWMP Elements Form for the measure.

Include in the SWMP Elements Form all best management practices (BMPs) currently in place or planned for each element of each minimum control measure. There is no limit to the number of BMPs you may include. Make copies of the form as necessary to accommodate all of your BMPs. The completed forms, in their entirety, will be considered by the Department to be the outline of your proposed stormwater management program. Attach all completed forms to this NOI.

Provide the total number of pages of SWMP Elements Forms that are attached to this NOI for each minimum control measure:

Minimum Control Measure	# of Pages
Public Education and Outreach as to Stormwater Impacts	1
Public Involvement/Public Participation	1
Illicit Discharge Detection and Elimination	1
Construction Site Stormwater Runoff Control	2
Post-construction Stormwater Management in New Development and Redevelopment	0
Pollution Prevention/Good Housekeeping for Municipal Operations	1

SECTION V. MATERIALS TO BE SUBMITTED WITH THIS NOI

Only the following materials are to be submitted to the Department along with your fully completed and signed NOI (check the appropriate box to indicate whether the item is attached or is not applicable):

Attached
Journal
Transfer

N/A

The permit application fee, as prescribed by Rule 62-4.050(4)(d)(6), F.A.C. Make all check and money orders payable to the Florida Department of Environmental Protection.

A fully completed Phase II MS4 Stormwater Management Program Elements Form (see Appendix A) for each minimum control measure except the Post-construction Stormwater Management in New Development and Redevelopment minimum control measure if you have chosen the qualifying alternative program option for this measure under Part X. of the MS4 GP.

Additional entities information, as required under the note in Section II.B. of this NOI.

DO NOT SUBMIT ANY OTHER MATERIALS

(such as your complete Stormwater Management Plan, ordinances, storm sewer map, public outreach, etc.)

SECTION VI. CERTIFICATION STATEMENT AND SIGNATURE

The Responsible Authority listed in Section I.B. of this NOI must sign the following certification statement:¹

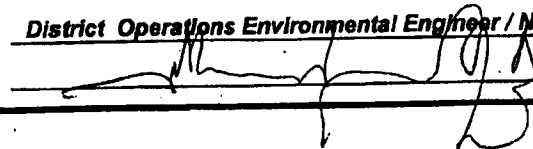
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the

Name of Phase II MS4 Responsible Authority (type or print):

Alan Obalgbena, P.E.

Title: District Operations Environmental Engineer / NPDES Administrator

Signature:



Date: 03/03/08

¹ Signatory requirements are contained in Rule 62-620.305, F.A.C.

**INSTRUCTIONS FOR APPENDIX A
PHASE II MS4 STORMWATER MANAGEMENT PROGRAM (SWMP) ELEMENTS FORM**

General Instructions

- **Complete this form for each minimum control measure described in Part VI. of the Generic Permit for Discharge of Stormwater from Phase II Municipal Separate Storm Sewer Systems ("MS4 GP") provided in Rule 62-621.300(7)(a), F.A.C., except the Post-construction Stormwater Management in New Development and Redevelopment minimum control measure if you have chosen the qualifying alternative program option for this measure under Part X. of the permit. If you choose, however, to implement BMPs for the Post-construction measure, please complete a SWMP Elements Form for the measure.**
- **Include all best management practices (BMPs) currently in place or planned for each element of each minimum control measure. There is no limit to the total number of BMPs you may include.**
- **Make copies of the form as necessary to accommodate all of your BMPs.**
- **The completed forms, in their entirety, will be considered by the Department to be the outline of your proposed stormwater management program. Attach the forms to the NOI and submit to the Department at the address provided on the NOI.**
- **Please print or type information in the appropriate areas of this form.**

Section A.I: MINIMUM CONTROL MEASURE

- **Indicate which minimum control measure the BMPs in Section A.II. address. Check only one measure. Use a separate form for each measure.**

Section A.II: BEST MANAGEMENT PRACTICES

- **Include BMPs only for the measure you have identified in Section A.I. The Department encourages the use of the Florida Land Development Manual: A Guide to Sound Land and Water Management (FDER, 1988) and the U.S. Environmental Protection Agency's National Menu of Best Management Practices for Storm Water Phase II in developing Phase II stormwater management programs. Both are available from the Department.**
- **Element ID: Table 1 below includes all the minimum control measure elements required under Part IV. of the MS4 GP. Using Table 1, identify which element of the minimum control measure each BMP addresses. For example, a BMP addressing the procedures for site plan review under the Construction Site Stormwater Runoff Control Minimum Control Measure would be labeled as "4d." You must include at least one BMP for each element.**
- **BMP Number: For each minimum control measure, number the BMPs starting with 01 and continue the numbering in sequential order on any additional forms for the measure. The numbering of the BMPs is for reference purposes only and does not provide additional weight to, nor prioritize, one BMP over another.**
- **Measurable Goals: List the measurable goal(s) for each BMP. You must include at least one measurable goal for each BMP and may include as many as necessary for the BMP – you are not limited to the four lines provided on the form.**
- **Schedule for Implementation/Completion: For each measurable goal, include the year each action will be implemented and, as applicable, the interim milestones, completion date, or planned frequency of the action.**
- **Responsible Entity/Department: Include the name of the entity (if other than the Phase II MS4 Operator) or of the internal department (if it is the Phase II MS4 Operator) responsible for implementing or coordinating each BMP.**

Page Numbering

- **Once this form has been completed for each minimum control measure, place the forms in an order corresponding to the order of the measures in Table 1 (below) and number the forms accordingly at the bottom of each.**

Table 1: Minimum Control Measure Required Elements

Element	Description of Minimum Control Measure Required Element
	1. Public Education and Outreach Minimum Control Measure:
1a	a) Implement a public education program to distribute educational materials to the community or conduct equivalent outreach activities about the impacts of stormwater discharges on water bodies and the steps that the public can take to reduce pollutants in stormwater runoff.
	2. Public Participation/Involvement Minimum Control Measure:
2a	a) Comply with State and local public notice requirements when implementing a public involvement/public participation program.
	3. Illicit Discharge Detection and Elimination Minimum Control Measure:
3a	a) Develop, if not already completed, a storm sewer system map, showing the location of all known outfalls and the names and location of all surface waters of the State that receive discharges from those outfalls.
3b	b) To the extent allowable under State or local law, effectively prohibit through ordinance, or other regulatory mechanism, of non-stormwater (i.e., "illicit") discharges into the storm sewer system and implement appropriate enforcement procedures and actions.
3c	c) Develop and implement a plan to detect and eliminate non-stormwater discharges, including illegal dumping, to the MS4.
3d	d) Inform public employees, businesses, and the general public of hazards associated with illegal discharges and improper disposal of waste.
	4. Construction Site Stormwater Runoff Control Minimum Control Measure:
4a	a) Develop and implement, to the extent allowable under State or local law, an ordinance or other regulatory mechanism to require erosion and sediment controls, as well as sanctions to ensure compliance, to reduce pollutants in any stormwater runoff to the Phase II MS4 from construction activities that result in a land disturbance of greater than or equal to one acre. Reduction of pollutants associated with stormwater discharges from construction activity disturbing less than one acre must also be included if that construction activity is part of a larger common plan of development or sale that would disturb one acre or more.
4b	b) Develop and implement requirements for construction site operators to implement appropriate erosion and sediment control best management practices.
4c	c) Develop and implement requirements for construction site operators to control waste such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste at the construction site that may cause adverse impacts to water quality.
4d	d) Develop and implement procedures for site plan review that incorporate consideration of potential water quality impacts.
4e	e) Develop and implement procedures for receipt and consideration of information submitted by the public.
4f	f) Develop and implement procedures for site inspection and enforcement of control measures.
	5. Post-construction Stormwater Management In New Development and Redevelopment Minimum Control Measure: NOT REQUIRED IF USING QUALIFIED LOCAL PROGRAM
5a	a) Use an ordinance or other regulatory mechanism, to the extent allowable under State or local law, to address from post-construction runoff from new development and redevelopment projects that disturb greater than or equal to one acre, including projects less than one acre that are part of a larger common plan of development or sale, that discharge into the Phase II MS4. The program must require that controls be in place that would prevent or minimize water quality impacts from new development or redevelopment.
5b	b) Develop and implement strategies that include a combination of structural and/or non-structural best management practices (BMPs) appropriate for the community.
5c	c) Require adequate long-term operation and maintenance of BMPs.
	6. Municipal Operation Pollution Prevention and Good Housekeeping Minimum Control Measure:
6a	a) Develop and implement an operation and maintenance program that has the ultimate goal of preventing or reducing pollutant runoff from MS4 operator activities, such as park and open space maintenance, fleet and building maintenance, new construction and land disturbances, and stormwater system maintenance.
6b	b) Using training materials that are available from EPA, the Department, or other organizations, include employee training to prevent and reduce stormwater pollution from MS4 operator activities.

**APPENDIX A
PHASE II MS4 STORMWATER MANAGEMENT PROGRAM (SWMP) ELEMENTS FORM**

SECTION A.I. MINIMUM CONTROL MEASURE (check only one)

1. Public Education and Outreach
 3. Illicit Discharge Detector/Elimination
 2. Public Involvement/Participation
 4. Construction Site Stormwater Runoff Control
 5. Post-construction Stormwater Management (optional)
 6. Pollution Prevention/Good Housekeeping

SECTION A.II. BEST MANAGEMENT PRACTICES (BMPs) For The Minimum Control Measure Identified In Section A.I. Of This Form

1a	01	<p>Educational Program Develop and Distribute educational pamphlet that addresses stormwater pollution impacts and prevention and how to identify and report illicit discharges</p>	<p>1. Distribute as many pamphlets as possible to the general public per year.</p>	<p>1. Permit Year 1-5</p> <p>St Johns County Public Works Department</p>
	<p>Media Outreach Program Media Outreach shall be conducted by WAV to Increase Public awareness of local Stormwater Issues. Part of Media outreach will be in the form of Website postings, and other parts may be in the form of press releases, television/radio broadcasts, or any other available media outlets. All WAV events are open to the Public</p>	<p>1. Post Program on Website 2. 1 local special events with stormwater pollution prevention displays</p>	<p>2. Permit Year 1-5</p> <p>2. Permit Year 1-5</p>	<p>St Johns County Public Works Department</p>
1a	03	<p>Community Education Program Educational Presentation to:- Community groups to address surface waters pollution and drinking water supply; local volunteers to remove trash and debris from local waterways, roadways and ditches</p>	<p>1. 1 Pollution Prevention Presentations to Community Group per year</p>	<p>1. Permit Year 1-5</p> <p>St Johns County Public Works Department</p>

Page # 1 of 6 total pages of SWMP Elements Forms attached to the NOI

**APPENDIX A
PHASE II MS4 STORMWATER MANAGEMENT PROGRAM (SWMP) ELEMENTS FORM**

SECTION A I MINIMUM CONTROL MEASURE (check only one)

1. Public Education and Outreach 3. Illicit Discharge Detection/Elimination 5. Post-construction Stormwater Management (Optional)
 2. Public Involvement/Participation 4. Construction Site Stormwater Runoff Control 6. Pollution Prevention/Good Housekeeping

SECTION A II BEST MANAGEMENT PRACTICES (BMPs) For The Minimum Control Measure Identified In Section A.I. Of This Form

2a	01	Public Involvement Notify and encourage the public to get involve in the St. Johns County Board of County Commissioners Public and Community Meetings pertaining to Environmental Issues.	1. 1 minimum Public Participation meetings focusing on Environmental Issues will be held per year.	1. Permit Year 1-5	St Johns County Public Works Department
2a	02	Public Participation Public Meetings are always held on Roadway improvements projects to provide Citizen with the opportunity to participate and comment on Roadway Design and all associated Stormwater Best management and pollution prevention practices.	1. Document and report number of public meetings held on roadway projects	1. Permit year 1-5	Florida Department of Transportation

Page # 2 of 6 total pages of SWMP Elements Forms attached to the NOI

**APPENDIX A
PHASE II MS4 STORMWATER MANAGEMENT PROGRAM (SWMP) ELEMENTS FORM**

SECTION A.I. MINIMUM CONTROL MEASURE (check only one)

1. Public Education and Outreach 3. Illicit Discharge Detection/ Elimination
 2. Public Involvement/Participation 4. Construction Site Stormwater Runoff Control 5. Post-construction Stormwater Management (optional)
 6. Pollution Prevention/Good Housekeeping

SECTION A.II. BEST MANAGEMENT PRACTICES (BMPs) For The Minimum Control Measure Identified In Section A.I. Of This Form

3a	01	<p>Storm Sewer System Enhanced Mapping GPS verified Geographic Information System mapping of the entire stormwater conveyance systems along with associated structures and illicit connection within the urbanized area</p>	<p>1. Continue to identify and update Storm Sewer Enhanced Mapping GPS verified GIS Systems</p>	1. Permit Year 1-5	Florida Department of Transportation
3b	02	<p>Illicit Discharge prohibition Implement St. Johns County Ordinance 2006-62 that defines and prohibit non-stormwater [illicit] discharge into the MS4 system.</p>	<p>1. Document and report any changes or amendments to the Ordinance, if applicable</p>	2. Permit Year 1-5	St Johns County Public Work Dept.
3c	03	<p>Illicit Discharge Detection and Elimination Inspections of all stormwater conveyance [MS4] systems within the urbanized area will be performed by FDOT. Illegal dumping and Suspicious flows will be investigated. An SOP will be developed for reporting illegal dumping and /or non-stormwater [illicit] discharges to the County and/or the Health Department for further investigation.</p>	<p>1. All identified or reported non-stormwater [illicit] discharges and illegal dumping, will be forwarded to the appropriate agency for enforcement.</p>	1. Permit Year 1-5	St Johns County Public Work Dept / St Johns County Health Department
3d	04	<p>Household Hazardous Waste / Illegal Discharge / Improper Waste Disposal Educational Programs St. Johns County will inform the general public of hazards associated with illicit discharges, improper disposal of household hazardous waste, and prevention programs through existing education programs, new educational pamphlets and media outlets.</p>	<p>1. Promote the County's existing Household Hazardous waste Program that informs the general public, employees, & businesses 2. Track the number printed educational information received by the public; number of announcements published; number of web page visitors; etc</p>	1. Permit Year 1-5 2. Permit Year 1-5	St Johns County Solid Waste Department

Page # 3 of 6 total pages of SWMP Elements Forms attached to the NOI

**APPENDIX A
PHASE II MS4 STORMWATER MANAGEMENT PROGRAM (SWMP) ELEMENTS FORM**

SECTION A.I MINIMUM CONTROL MEASURE (check only one)

1. Public Education and Outreach 3. Illicit Discharge Detection/Elimination
 2. Public Involvement/Participation 4. Construction Site Stormwater Runoff Control 5. Post-construction Stormwater Management (optional)
 6. Pollution Prevention/Good Housekeeping

SECTION A.II BEST MANAGEMENT PRACTICES (BMPs) FOR THE MINIMUM CONTROL MEASURE IDENTIFIED IN SECTION A.I OF THIS FORM

Code	Measure	Requirement	Implementation	Responsible Agency
4a	01	Chapter 14-86 Florida administrative Code This Code requires reasonable assurance that all applicable Stormwater management practices (e.g. erosion and sediment control) are adhered to and no contribution to any violation of applicable water quality standards during construction activities.	1. Document and report any changes or amendment to the Code	1. Permit Year 1-5 Florida Department of Transportation
4b	02	Erosion and Sediment Control Best Management Practices FDOT Standard Specification for Road and Bridge Construction (Section 104 - Prevention, Control, and Abatement of Erosion and Water Pollution) requires Construction site operators to implement appropriate sediment and erosion and sediment control best management practices at all times during all construction related activities	1. Document and report active construction site(s) operating under the erosion and sediment control requirements.	1. Permit year 1-5 Florida Department of Transportation
4c	03	Construction Waste Control FDOT Standard Specification for Road and Bridge Construction (Section 104 -3 -Control of Contractors' Operations which may Result in Water Pollution) requires Construction Site Operators to control waste and take sufficient precautions to prevent any activities that may cause adverse impacts to water quality.	1. Document and report active construction site(s) operating under the waste control requirements	1. Permit Year 1-5 Florida Department of Transportation
4d	04	Site Plans Review FDOT Roadway Plans Preparation Manual and Drainage Connection Permit Rule (Chapter 14-86 FAC) calls for site plans review, for environmental and other potential for water quality impacts as part of the phase review and permit approval requirements	1. Document and report the number of site plan(s) reviewed	1. Permit year 1-5 Florida Department of Transportation

Page # 4 of 6 total pages of SWMP Elements Forms attached to the NOI

**APPENDIX A
PHASE II MS4 STORMWATER MANAGEMENT PROGRAM (SWMP) ELEMENTS FORM**

SECTION A.1. MINIMUM CONTROL MEASURE (check only one)

- 1. Public Education and Outreach
- 2. Public Involvement/Participation
- 3. Illicit Discharge Detection/Elimination
- 4. Construction Site Stormwater Runoff Control
- 5. Post-construction Stormwater Management (optional)
- 6. Pollution Prevention/Good Housekeeping

SECTION A.2. BEST MANAGEMENT PRACTICES (BMPs) For The Minimum Control Measure Identified in Section A.1. Of This Form

4e	05	Public Input Information submitted will be through FDOT Public Information Officer or the FDOT St. Augustine Office.	1. Implement procedure for consideration of information submitted by the Public	1. Permit Year 1-5	Florida Department of Transportation
4f	06	Site Inspection and Enforcement of Control Measures FDOT Standard Specification for Road and Bridge Construction and the Drainage Connection Permit requires Site Inspection after so many inches of rainfall event during construction.	1. Document and report the number of construction site(s) inspected	1. Permit year 1-5	Florida Department of transportation

Page # 5 of 6 total pages of SWMP Elements Forms attached to the NOI

**APPENDIX A
PHASE II MS4 STORMWATER MANAGEMENT PROGRAM (SWMP) ELEMENTS FORM**

SECTION A.I. MINIMUM CONTROL MEASURE (check only one)

1. Public Education and Outreach 3. Illicit Discharge Detection/Elimination
 2. Public Involvement/Participation 4. Construction Site Stormwater Runoff Control 5. Post-construction Stormwater Management (optional)
 6. Pollution Prevention/Good Housekeeping

SECTION A.II. BEST MANAGEMENT PRACTICES (BMPs) For The Minimum Control Measure Identified In Section A.I. Of This Form

6a	01	<p>Pollution Prevention and Good House Keeping best management Practices program</p> <p>Perform Street sweeping, Catch basin/Inlet and outfall cleaning, Stormwater Conveyance System mowing and Litter Pick-up and Stormwater management Systems maintenance on an as needed basis</p>	<p>1. Document and report miles of street swept and the amount of debris collected</p>	<p>1. Permit Year 1-5</p> <p align="right">Florida Department of Transportation</p>
6a	02	<p>Pollution Prevention Minimum Control Measure</p> <p>Review new roadway designs, existing roadway rehabilitation designs and drainage improvement projects for adequate pollution prevention & control measures in new roadway designs, existing roadway rehabilitation designs and drainage improvement projects</p>	<p>1. Document and report the number of projects reviewed for adequate pollution prevention minimum control measures</p>	<p>1. Permit Year 1-5</p> <p align="right">Florida Department of Transportation</p>
6b	03	<p>Training Program for in-house personnel</p> <p>Materials from FDOT, Florida Department of Environmental Protection and the Water Management Districts are being used to educate FDOT employees on Stormwater Pollution prevention and reduction of pollution from MS4 operator activities.</p>	<p>1. Document and Report the number of employees trained</p>	<p>1. Permit Year 1-5</p> <p align="right">Florida Department of Transportation</p>

Page # 6 of 6 total pages of SWMP Elements Forms attached to the NOI

EXHIBIT C

TOTAL ESTIMATED BUDGET FOR FDOT APPLICATION FOR PHASE II

GENERIC PERMIT FOR STORMWATER DISCHARGE (2008-2013)

PROGRAM ELEMENTS	FDOT	ST JOHNS COUNTY	TOTAL
Enhanced Mapping GPS verified GIS Systems	\$167,137	\$742,504	\$909,641
Public Education; Public Participation; Illicit Discharge prohibition, Illicit Discharge Detection and Elimination, Household Hazardous Waste/ Illegal Discharge/ Improper Waste Disposal Educational Programs.	\$115,000	\$172,000	\$287,500
Total	\$282,137	\$915,004	\$1,197,141

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this 20~~th~~ day of October 2003, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "FDOT", and the STATE OF FLORIDA, DEPARTMENT OF FINANCIAL SERVICES, DIVISION OF TREASURY, hereinafter referred to as "Treasury", and ST. JOHNS COUNTY, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the County and the FDOT have developed a multi-year Financial Plan that outlines funding of professional services as needed to accomplish the Project that is described in the Joint Participation Agreement prepared to comply with the reasonably expected permit conditions which the parties have agreed upon under the National Pollutant Discharge Elimination System, hereinafter referred to as "NPDES". The following is the project information:

Financial Project No.: 21425617478
W.P.I. _____
County: St. Johns

Hereinafter referred to as the "Project".

WHEREAS, FDOT and the County entered into a Joint Participation Agreement dated August 25, 2003, wherein County agreed to perform certain work on behalf of the FDOT in conjunction with the Project and FDOT agreed to pay the County for performing such work.

WHEREAS, the parties to this Memorandum of Agreement mutually agreed that it would be in the best interest of the FDOT and the County if an escrow account were established to provide funds for the work to be performed on the Project per the terms of the Joint Participation Agreement.

EXHIBIT D for Supplement

NOW, THEREFORE, in consideration of the premises and the covenants contained herein the parties agree to the following:

1. Said escrow account will be opened by the Department on behalf of the County in the name of the County with the Department of Financial Services, Division of Treasury, Bureau of Collateral Management, upon receipt of this Memorandum of Agreement. The FDOT shall have the right to audit the County's program records.
2. Other deposits will be made only by the FDOT as necessary to cover its share of the cost of the project.
3. The County shall have the authority to withdraw from the escrow account with the Department of Financial Services, upon submitting to the FDOT's Comptroller via the FDOT's Project Manager, the provided "Request for Funding Form" along with supporting documentation.
4. Unless instructed otherwise by the parties hereto, all interest accumulated in the escrow account shall be periodically transferred to the FDOT's FLAIR Account Code 55-10-2-540001-55000000-001500-00. Any remaining balance in the escrow account at the close of the program will revert to the FDOT.
5. The Treasurer's Office agrees to provide written confirmation of receipt of funds to the FDOT; and the FDOT will provide a copy of the confirmation to the County.
6. The Treasurer's Office further agrees to provide periodic reports to the FDOT.

Robert M. Nantais
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
COMPTROLLER

Terry White
STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF TREASURY

ST. JOHNS COUNTY, FLORIDA

Bob W. Adams, Jr.
By: Bob W. Adams, Jr., Its County Administrator
St. Johns County, Florida
4020 Lewis Speedway,
St. Augustine, Florida 32601
Federal Employer ID 59-6000825

APPROVED AS TO FORM

Michael D. Hill
County Attorney

