

RESOLUTION NO. 2018- 335

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, PROVISIONS, AND REQUIREMENTS OF AN INTERLOCAL AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ST. JOHNS COUNTY, FLORIDA, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE INTERLOCAL AGREEMENT ON BEHALF OF ST. JOHNS COUNTY.**

**RECITALS**

**WHEREAS**, the Florida Department of Transportation (FDOT) is permitted by the Florida Department of Environmental Protection to discharge stormwater from its NPDES Phase II Municipal Separate Storm Sewer Systems (MS4) within the boundaries of St. Johns County (County); and

**WHEREAS**, FDOT's MS4 Permit requires it to perform Public Education and Outreach (Public Outreach) and Illicit Discharge Detection and Elimination (IDDE) minimum control measures;

**WHEREAS**, FDOT and the County wish to enter into an Interlocal Agreement, attached hereto as Exhibit "A," whereby the County would perform certain activities related to the MS4 generic permit program, pursuant to the Federal Clean Water Act and section 403.0855, Florida Statutes, in return for compensation by FDOT for those services; and

**WHEREAS**, the County has reviewed the Interlocal Agreement and determined that approval of the Interlocal Agreement is in the long-term interest of the County and the public.

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

Section 1. The above Recitals are hereby incorporated into the body of this Resolution and are adopted as findings of fact.


Section 2. The Board of County Commissioners hereby approves the terms, conditions, provisions, and requirements of the Interlocal Agreement with the Florida Department of Transportation, and authorizes the County Administrator, or designee, to execute the Interlocal Agreement on behalf of the County in substantially the form and format as attached and, upon a finding of legal sufficiency, any amendments thereto, as well as any other paperwork associated with, or necessary to accomplish, the purpose of the Interlocal Agreement.

Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners:

Section 4. The Clerk of Courts of St. Johns County is instructed to file the Interlocal Agreement in the public records of St. Johns County

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 2 day of October, 2018.

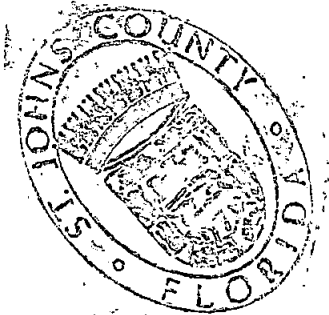
**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

By:   
Henry Dean, Chair

**ATTEST:** Hunter S. Conrad, Clerk

By:   
Deputy Clerk

RENDITION DATE 10/4/18



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

**INTERLOCAL AGREEMENT FOR ALLOCATION AND IMPLEMENTATION OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM REQUIREMENTS**

THIS INTERLOCAL AGREEMENT ("Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the Florida Department of Transportation ("Department") and St. Johns County, Florida, a political subdivision of the State of Florida ("County").

**- Recitals -**

- A. The Department is authorized to enter into this Agreement pursuant to §334.044(7), Florida Statutes (2018), and other applicable law; and
- B. The Department has a State of Florida Department of Environmental Protection Municipal Separate Storm Sewer System ("MS4") Phase II Generic Permit #FLR04E019 ("MS4 Permit"); and
- C. The County has a separate MS4 Phase II Generic Permit #FLR04E025; and
- D. The MS4 Permit requires the Department to perform Public Education and Outreach ("Public Outreach") and Illicit Discharge Detection and Elimination ("IDDE") minimum control measures; and
- E. The County agrees to provide services to the Department for the Public Outreach minimum control measure and certain elements of the IDDE minimum control measure, as specified in the Notice of Renewed Permit Coverage – Cycle 4, a copy of which is attached hereto as Exhibit "B"; and
- F. In 2013, the Department and the County entered into a Joint Participation Agreement, which will expire on October 31, 2018; and
- G. Sections 376.30(1)(b) and 403.021(2), Florida Statutes (2018), provide that the preservation of surface and groundwaters are a matter of the highest urgency and priority, as these waters provide the primary source for potable water in the state; and
- H. The Florida Transportation Plan, pursuant to Section 334.046(2), Florida Statutes (2018), states that "[t]he mission of the Department of Transportation shall be to provide a safe statewide transportation system that ensures the mobility of people and goods, enhances economic prosperity, and preserves the quality of our environment and communities"; and
- I. The County's undersigned representative is vested with the authority to execute this Agreement on behalf of the County by virtue of the County's Resolution, a copy of which is attached hereto as Exhibit "A". Exhibit "A" is filed with the St. Johns' County Clerk of Court.

**NOW THEREFORE**, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the foregoing recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound hereby, acknowledge and agree as follows:

**1. RECITALS AND EXHIBITS**

The recitals set forth above and the attached Exhibits are incorporated in and made part of this Agreement.

**2. EFFECTIVE DATE**

The effective date ("Effective Date") of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

**3. TERM**

This Agreement shall begin on the Effective Date and shall remain in full force and effect through October 31, 2023.

**4. E-VERIFY**

The County shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the County during the term of the Agreement. The County shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement.

**5. SERVICES**

A. The County shall perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions hereof and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, manuals, procedures, processes, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Federal, State, and Local Rules and Regulations").

B. The County shall be responsible for performing all services under this Agreement. The service unit rates shall include all costs, overhead, documents, copies, supervision, labor, materials, supplies, equipment and transportation required to fulfill the terms and conditions of this Agreement.

**6. TOTAL MAXIMUM DAILY LOAD**

Nothing in this Agreement shall establish any responsibility by either party as a source of any impairment or pollution or establish any current or future apportionment or percentage of any impairment or pollutant allocation for any water body identification (WBID) within or flowing into or from the Lower St. Johns Basin and within the limits of St. Johns County.

**7. SERVICES AND PERFORMANCE**

**A. MS 4 Permit Requirements.**

i. The Department agrees to compensate the County two hundred and five thousand eight hundred and 00/100 dollars (\$205,800) over the term of the Agreement for the County's performance of all services for which

it is specified as the "Responsible Entity/Department" in Appendix A of Exhibit "B" to this Agreement, specifically, Section A. II. Best Management Practices (BMP) Element ID 1a, BMP 01 "Community Education Program," and Element ID 1a, BMP 02 "Media Outreach Program," for the Public Outreach minimum control measure; and Element ID 3b, BMP 03 "Illicit Discharge Prohibition," Element ID 3c, BMP 04 "Illicit Discharge Detection and Elimination," and Element ID 3d, BMP 05, "Illegal Discharge/Improper Waste Disposal Educational Programs" for the IDDE minimum control measure of the MS4 Permit. The County shall pay all other costs. All costs overruns shall be the responsibility of the County.

ii. The County shall provide the Department with Services as quantifiable, measurable, and verifiable units of deliverables.

**B. Standard Financial Provisions.**

i. Invoices shall be submitted by the County in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable, and verifiable units of deliverables. Deliverables must be received and accepted by the Department's NPDES Administrator prior to payments. Supporting documentation must establish that the deliverables were received and accepted by the Department and that the required minimum level of service has been met. All costs invoiced shall be supported by the County's properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges for Services as described in 7.A, above.

ii. There shall be no reimbursement for travel expenses under this Agreement. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes (2018).

**C. Compensation and Payment.**

i. Payment shall be made by the Department to the County after the Department's receipt and approval of goods and services. If the Department determines that the County's performance is unsatisfactory, then the Department shall notify the County in writing of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The County shall, within five (5) working days after notice from the Department, provide the Department with a corrective action plan describing how the County will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract noncompliance identified in the Department's written notice. If the corrective action plan is unacceptable to the Department, the County shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the County resolves the deficiency. If the deficiency is subsequently resolved, the County may bill the Department for the retained amount during the next billing period. If the County is unable to resolve the deficiency, the funds retained will be forfeited at the end of the Agreement's term.

ii. In providing goods and services to the Department, the County should be aware of the following timeframes: upon receipt, the Department has five (5) working days to inspect and approve the goods and services. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the later of the date the invoice is received or the goods and services are received, inspected, and approved.

iii. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes (2018), will be due and payable by the Department, 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's 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 Department.

iv. Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for County who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

#### **8. INDEMNIFICATION**

A. To the extent permissible by law, the County shall promptly defend, indemnify, and hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by or resulting from the County's performance or breach of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly, under any Federal, State, and Local Rules and Regulations caused by or resulting from the County's performance or breach of this Agreement, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The County's obligations under this section include, at the Department's option, to participate and associate with the Department in settlement negotiations, mediation and the defense and trial of any Liabilities. The County's duties under this section of the Agreement specifically do not encompass indemnifying the Department, or assuming the liability of the Department, for the Department's negligence, intentional or wrongful acts, omissions, or breach of contract.

B. The County shall notify the Department in writing immediately upon becoming aware of any Liabilities. The County's obligations under this section shall be triggered by the Department's written notice of claim for indemnification to the County. The County's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this section of the Agreement.

#### **9. SOVEREIGN IMMUNITY**

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the parties' sovereign immunity protections or as increasing the limits of liability set forth in §768.28, Florida Statutes (2018), as the same may be amended from time to time.

#### **10. NOTICE**

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

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

County: Attention: County Engineer  
St. Johns County Engineering Division

2750 Industry Center Road  
St. Augustine, FL 32084

**11. GOVERNING LAW**

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

**12. INITIAL DETERMINATION OF DISPUTES**

The Department's District Two Secretary ("District Secretary") or designee shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of this Agreement.

**13. VENUE AND JURISDICTION**

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary or designee shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The County and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

**14. JURY TRIAL**

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing from the same.

**15. ASSIGNMENT**

The County shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the County from delegating or subcontracting its duties hereunder, but such delegation or subcontract shall not release the County from its obligation to perform the Agreement.

**16. THIRD PARTY BENEFICIARIES**

This Agreement shall be binding upon and inure to the benefit of the undersigned parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for in the Agreement.

**17. VOLUNTARY EXECUTION OF AGREEMENT**

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

#### **18. ENTIRE AGREEMENT**

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous interlocal agreements, joint participation agreements, conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby. If there is any conflict between this Agreement and any prior Interlocal Agreement, Joint Participation Agreement or Supplemental Agreement, this Agreement shall supersede.

#### **19. 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 the Agreement and shall do all other acts to effectuate the Agreement.

#### **20. SUFFICIENCY OF CONSIDERATION**

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

#### **21. WAIVER**

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

#### **22. INTERPRETATION**

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

#### **23. 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 the Agreement, or any provision hereof.

#### **24. SEVERANCE**

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

#### **25. COMPUTATION OF TIME**

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

#### **26. MODIFICATION OF AGREEMENT**

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



## **27. EFFECT OF AGREEMENT**

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

## **28. ANNUAL APPROPRIATION**

A. The Department shall authorize services based upon priority and availability of budget. Execution of this Agreement does not guarantee that the work will be authorized.

B. The Department's obligation to pay is contingent upon the annual appropriation by the Florida Legislature. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), Florida Statutes (2018), 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 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 1 year, but any contract so made shall be executory only for the value of the 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 \$25,000 and which have a term for a period of more than 1 year.

C. The County agrees that in the event the funds are not appropriated to the Department then this Agreement may be terminated. The Department shall notify the County in writing within thirty (30) days of the date the Department is notified by the Legislature the funds shall not be appropriated. Upon notification by the Department that funds are not appropriated and this Agreement is terminated, the County shall no longer be obligated to provide services not yet rendered. Nothing in this termination clause shall exempt the County from continuing to provide services already paid for by the Department.

## **29. RECORDKEEPING**

The County shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the County's general accounting records and the project records, together with supporting documents and records, of the County and all subcontractors performing work on the project, and all other records of the County and subcontractors considered necessary by the Department for a proper audit of costs. Prior to the destruction of any documents, the County, shall transfer all documents to the Department in compliance with Section 30 below.

## **30. PUBLIC RECORDS**

The Department and the County are governmental agencies and required to comply with Florida's Public Records law, Chapter 119 Florida Statutes, in effect at the time of a public records request. Upon completion of the Agreement, the County shall transfer, at no cost, to the Department, all public records in possession of the County or keep and maintain public records required by the Department to perform the service. If the County transfers all public records to the Department upon completion of the Agreement, the County shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the County keeps and maintains public records upon completion of the Agreement, the County shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. In the event either party contracts with a private entity for the performance of this Agreement or any portion thereof, the party will include provisions complying with Chapter 119.071 in that party's contracts.

**IN WITNESS WHEREOF**, intending to be legally bound hereby, the parties hereby execute this Agreement, consisting of nine (9) pages.

*- Signatures on Following Pages-*

**Florida Department of Transportation**

By: \_\_\_\_\_

Printed Name: Greg Evans

Title: District Two Secretary

Date: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

State of Florida  
County of Columbia

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Greg Evans, District Two Secretary, who is personally known to me.

\_\_\_\_\_

**Legal Review:**

By: \_\_\_\_\_

Office of the General Counsel District 2

**St. Johns County, Florida**

**Attest**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Michael Wanchick

Printed Name: \_\_\_\_\_

Title: County Administrator

Title: Deputy Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Legal Review Approved as to Form:**

\_\_\_\_\_

County Attorney

## Exhibit B



### Florida Department of Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Noah Valenstein  
Secretary

Sent via ePost

December 27, 2017

Alan Obaigbena  
NPDES Administrator  
Florida Department of Transportation – District 2  
1109 S. Marion Ave  
Lake City, FL 32025

Subject: Florida Department of Transportation – District 2 Phase II Municipal Separate Storm  
Sewer System (MS4)  
NPDES Permit ID Number FLR04E019  
**Notice of Renewed Permit Coverage – Cycle 4**

Dear Mr. Obaigbena,

The Florida Department of Environmental Protection has received and processed your submittal of the *Notice of Intent to Use Generic Permit for Discharge of Stormwater from Phase II Municipal Separate Storm Sewer Systems (NOI)* and the applicable permit processing fee for permit coverage under the Phase II MS4 Generic Permit.

This letter serves to acknowledge that your NOI is complete and that your request for coverage under the Phase II MS4 Generic Permit is approved. **Coverage under this permit is effective as of March 1, 2018, and will expire on February 28, 2023.** Your permit identification number remains the same.

This letter is not a permit. Coverage under the Phase II MS4 Generic Permit allows your MS4 to discharge stormwater provided that you implement the Stormwater Management Program (SWMP) included as Appendix A of your NOI and comply with all requirements of the Phase II MS4 Generic Permit. Please review Appendix A of your NOI and the generic permit carefully, to clearly understand your obligations under the permit.

Please note that annual reports summarizing your SWMP implementation efforts are required only for Years 2 and 4 of your five-year permit coverage term, as follows:

- **The Year 2 Annual Report** should cover the 12-month period from **March 1, 2019** through **February 28, 2020** and is due by **September 1, 2020**.
- **The Year 4 Annual Report** should cover the 12-month period from **March 1, 2021** through **February 28, 2022** and is due by **September 1, 2022**.

If you have any questions, please contact me at 850-245-7520, or by email at [Borja.Craneamores@dep.state.fl.us](mailto:Borja.Craneamores@dep.state.fl.us) or Cierra Robinson at 850-245-7523 or by email at [Cierra.Robinson@dep.state.fl.us](mailto:Cierra.Robinson@dep.state.fl.us).

Sincerely,



Borja Crane-Amores  
Environmental Administrator  
NPDES Stormwater Program



**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)**

For FDEP Internal Use Only  
Permit ID: FLR 04E019

**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. #3585  
Florida Department of Environmental  
Protection 2600 Blair Stone Road  
Tallahassee, FL 32399-2400

**SECTION I. PHASE II MS4 OPERATOR INFORMATION**

<b>A.</b>	Name of the Phase II MS4 Operator: <b>Florida Department of Transportation</b>		
<b>B.</b>	Name of the Phase II MS4 Responsible Authority: <b>Alan Obaigbena, P.E.</b>		
	Title: <b>Project Manager / NPDES Administrator</b>		
	Mailing Address: <b>1109 South Marion Avenue, MS 2010</b>		
	City: <b>Lake City, Florida</b>	Zip Code: <b>32025-5874</b>	County: <b>Columbia</b>
	Telephone Number: <b>386-961-7064</b>	E-mail Address: <b>alan.obaigbena@dot.state.fl.us</b>	
<b>C.</b>	Name of the Designated Phase II MS4 Stormwater Management Program Contact: <b>Alan Obaigbena, P.E.</b>		
	Title: <b>Project Manager / NPDES Administrator</b>		
	Department: <b>District Maintenance</b>		
	Mailing Address: <b>1109 South Marion Avenue, MS 2010</b>		
	City: <b>Lake City</b>	Zip Code: <b>32025-5874</b>	County: <b>Columbia</b>
	Telephone Number: <b>386-961-7064</b>	E-mail Address: <b>alan.obaigbena@dot.state.fl.us</b>	
<b>D.</b>	Location of the Phase II MS4: (if different than the mailing address in Section I.C. above):		
	Street Address: <b>ST. JOHNS COUNTY</b>		
	City: <b>St. Augustine</b>	Zip Code:	County: <b>St. Johns County</b>
<b>E.</b>	Approximate center of the Phase II MS4: Latitude: <b>29° 55' 15"</b> Longitude: <b>81° 21' 10"</b>		
<b>F.</b>	Phase II MS4 ownership status (check one): <input type="checkbox"/> Public <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal		
<b>G.</b>	Total resident population of the Phase II MS4:		
<b>H.</b>	Name of the urbanized area(s) the Phase II MS4 is located within (if applicable): <b>Jacksonville</b>		
<b>I.</b>	Name of the Water Management District the Phase II MS4 is located within (check all that apply):		
	<input type="checkbox"/> Northwest Florida Water Management District	<input type="checkbox"/> Southwest Florida Water Management District	<input checked="" type="checkbox"/> St. John's River Water Management District
	<input type="checkbox"/> Suwanee River Water Management District		<input type="checkbox"/> 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 IX 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 NOI.
- Relying on another entity, or entities, either partially or fully does not preclude you from the obligation to fully complete this NOI, including the information required in Section IV.

A.	1.	Has another entity, regulated under Chapter 62-624, F.A.C., agreed to implement all of your permit obligations on your behalf? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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:				
B.	1.	Has another entity, agreed to implement one or more of the minimum control measures (or a component thereof) on your behalf? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	If yes, complete Section II.B.2. If no, skip to Section 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: <b>[1] Public Education; [2] Public Participation; [3] Illicit Discharge Detection / Elimination</b>		
	3.	Name of Entity: <b>St. Johns County</b>		
		Contact Name: <b>Jay Kamys</b>		
		Title: <b>Special Projects Coordinator</b>		
		Department: <b>Environmental Division</b>		
Mailing Address: <b>4040 Lewis Speedway</b>				
City: <b>St. Augustine</b>		Zip Code: <b>32084</b>	County: <b>St. Johns</b>	
Telephone Number: <b>904-208-0626</b>				
E-mail Address: <b>skamys@sjcfl.us</b>				
<b>Note:</b> 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: Additional Entities Information" and attach it to this NOI.				

**SECTION III. 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 Creek</u>
<u>Tolomato River</u>	<u>Oyster Creek</u>	<u>Robinson 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>Maria Sanchez Lake</u>	<u>Salt Run</u>	

**SECTION IV. MINIMUM CONTROL MEASURES**

**A.** 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.

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

<u>Minimum Control Measure</u>	<u># of Pages</u>
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	1
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):

- | <u>Attached</u>                     | <u>N/A</u>               |  |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 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.   |
| <input type="checkbox"/>            | <input type="checkbox"/> | A fully completed Phase II MS4 Stormwater Management Program Elements Form (see Appendix A) for <u>each</u> 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. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 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:<sup>1</sup>*

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 possibility of fine and imprisonment for knowing violations.

Name of Phase II MS4 Responsible Authority (type or print): Alan Obaigbena, P.E.

Title: Project Manager / NPDES Administrator

Signature: [Handwritten Signature] Date: 10 / 25 / 2017

<sup>1</sup> 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 ID	Description of Minimum Control Measure Required Elements
	<b>1. Public Education and Outreach Minimum Control Measure:</b>
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.
	<b>2. Public Participation/Involvement Minimum Control Measure:</b>
2a	a) Comply with State and local public notice requirements when implementing a public involvement/public participation program.
	<b>3. Illicit Discharge Detection and Elimination Minimum Control Measure:</b>
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.
	<b>4. Construction Site Stormwater Runoff Control Minimum Control Measure:</b>
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.
	<b>5. Post-construction Stormwater Management in New Development and Redevelopment Minimum Control Measure: NOT REQUIRED IF USING QUALIFIED ALTERNATIVE PROGRAM</b>
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.
	<b>6. Municipal Operation Pollution Prevention and Good Housekeeping Minimum Control Measure:</b>
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)**

<input checked="" type="checkbox"/> 1. Public Education and Outreach	<input type="checkbox"/> 3. Illicit Discharge Detection/Elimination	<input type="checkbox"/> 5. Post-construction Stormwater Management (optional)
<input type="checkbox"/> 2. Public Involvement/Participation	<input type="checkbox"/> 4. Construction Site Stormwater Runoff Control	<input type="checkbox"/> 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**

Element ID	BMP Number	A Description of BMP	B Measurable Goal(s)	C Schedule for Implementation/Completion	D Responsible Entity/Department
<u>1a</u>	<u>01</u>	<b>Community Education Program</b>  Educational Events / Presentation to Community groups to address surface waters impacts, drinking water and pollution prevention in general Public Education presentation may include the use of Florida yards and neighborhood educational materials, FDOT generated materials, and any other relevant educational materials	1. Document and Report Pollution Prevention education to Community groups and the General Public	1. Permit Year 1-5	St Johns County
<u>1a</u>	<u>02</u>	<b>Media Outreach Program</b>  Media outreach will be in the form of Website postings, and other parts may be in the form of press releases, television/radio broadcast, or any other available media outlets. All County Outreach events are open to the Public	1. Post program on Website  2. Document and report Number of Media Outreach and /or Web hits	1. Permit Year 1-5  2. Permit Year 1-5	St. Johns County

Page # 6 of 12 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)**

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> 1. Public Education and Outreach               | <input type="checkbox"/> 3. Illicit Discharge Detection/Elimination     | <input type="checkbox"/> 5. Post-construction Stormwater Management (optional) |
| <input checked="" type="checkbox"/> 2. Public Involvement/Participation | <input type="checkbox"/> 4. Construction Site Stormwater Runoff Control | <input type="checkbox"/> 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**

Element ID	BMP Number	A Description of BMP	B Measurable Goal(s)	C Schedule for Implementation/Completion	D Responsible Entity/Department
<u>2a</u>	<u>01</u>	<p><b>Public Involvement and Participation</b></p> <p>Public meetings are always held on Roadway improvement projects to provide Citizen with the opportunity to participate and comment on Roadway Design and all associated Stormwater Best management and Pollution Prevention Practices</p>	1. Document and report number of Public meetings held on Roadway Projects	1. Permit Year 1-5	Florida Department of Transportation
<u>2a</u>	<u>02</u>	<p><b>Public Participation In Adopt-A-Highway Program</b></p> <p>Many miles of highway are adopted by civic minded families &amp; various organizations to conduct litter removal at regularly scheduled time</p>	1. Document and report the number of Participants, Miles adopted, and the amount of Debris collected on Highways	1. Permit Year 1-5	Florida Department of Transportation

Page # 7 of 12 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**

Element ID	BMP Number	A Description of BMP	B Measurable Goal(s)	C Schedule for Implementation/Completion	D Responsible Entity/Department
<u>3a</u>	<u>01</u>	<b>Storm Sewer System Enhanced Mapping</b> GPS verified Geographic Information System mapping of the entire Stormwater conveyance systems along with associated structures and illicit connection	1. Continue to identify and update new storm sewer systems along with associated outfalls and illicit connection found	1. Permit Year 1-5	Florida Department of Transportation
<u>3a</u>	<u>02</u>	<b>Stormwater Management Systems and the associated Controls</b> Inventory of Stormwater Management systems and the associated Controls and Conveyance Systems	1. Document and report the number of stormwater retention/detention ponds, inlets/catch basins, and the length of conveyance systems	1. Permit Year 1-5	Florida Department of Transportation
<u>3b</u>	<u>03</u>	<b>Illicit Discharge prohibition</b> St Johns County through its Ordinance 2006-62 will define and prohibit non-stormwater [illicit] discharges	1. Document and report any changes in the ordinance or amendment, if applicable	1. Permit Year 1-5	St. Johns County
<u>3c</u>	<u>04</u>	<b>Illicit Discharge Detection and Elimination</b> Illicit discharge / dumping when found will be inspected. All violations identified during the inspections of illegal dumping and /or non-stormwater [illicit] discharges will be subject to the enforcement provision of the St. Johns County Ordinance	1. Document and report the number of inspections and any investigations/enforcements actions taken	1. Permit Year 1-5	St. Johns County
<u>3d</u>	<u>05</u>	<b>Illegal Discharge / Improper Waste Disposal Educational Programs</b> St Johns County will promote educational Programs dealing with the prevention of illicit discharges and improper disposal of waste	1. Document and report the number educational information distributed to public employees, businesses, and the general public.	1. Permit Year 1-5	St. Johns County

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

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

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> 1. Public Education and Outreach    | <input type="checkbox"/> 3. Illicit Discharge Detection/Elimination                | <input type="checkbox"/> 5. Post-construction Stormwater Management (optional) |
| <input type="checkbox"/> 2. Public Involvement/Participation | <input checked="" type="checkbox"/> 4. Construction Site Stormwater Runoff Control | <input type="checkbox"/> 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**

Element ID	BMP Number	A Description of BMP	B Measurable Goal(s)	C Schedule for Implementation/Completion	D Responsible Entity/Department
4a	01	<b>Chapter 14-86 Florida Administrative Code</b> 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	<b>Erosion and Sediment Control Best Management Practices</b> 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 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	<b>Construction Waste Control</b> 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	<b>Site Plans Review</b> 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
4e	05	<b>Public Input</b> Information submitted will be through FDOT Information Officer	1. Document and report the number of information received from the public during construction	1. Permit Year 1-5	Florida Department of Transportation

4f	06	<b>Site Inspection and Enforcement of Control Measures</b> FDOT Standard Specification for Road and Bridge Construction requires site inspection after so many inches of rainfall event during construction.	1. Document and Report the number of construction site(s) inspected and any performance deficiency letter issued	1. Permit Year 1-5	Florida Department of Transportation
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Page # 10 of 12 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)**

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> 1. Public Education and Outreach    | <input type="checkbox"/> 3. Illicit Discharge Detection/Elimination     | <input checked="" type="checkbox"/> 5. Post-construction Stormwater Management (optional) |
| <input type="checkbox"/> 2. Public Involvement/Participation | <input type="checkbox"/> 4. Construction Site Stormwater Runoff Control | <input type="checkbox"/> 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**

Element ID	BMP Number	A Description of BMP	B Measurable Goal(s)	C Schedule for Implementation/Completion	D Responsible Entity/Department
5a-c	01	<p><b>Utilize Qualify Alternative Program:</b></p> <p>FDOT District 2 relies on the current SJRWMD and FDEP regulatory requirement for the Design, Construction, and Operations of Stormwater Management Systems associated with Roadway Projects</p>	<p>1. Continue to maintain compliance in accordance with pertinent FDEP and SJRWMD regulatory requirements</p>	<p>1. Effective upon operational Permit issuance</p>	<p>Florida Department of Transportation</p>



**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**

Element ID	BMP Number	A Description of BMP	B Measurable Goal(s)	C Schedule for Implementation/Completion	D Responsible Entity/Department
6a	01	<b>Pollution Prevention and Good House Keeping best management Practices program</b> 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	1. Document and report miles of street swept and the amount of debris collected; No. of Catch basin/Inlets, Stormwater management systems and outfall maintained on an as needed basis	1. Permit Year 1-5	Florida Department of Transportation
6a	02	<b>Pollution Prevention Minimum Control Measure</b> Review new roadway designs; existing roadway rehabilitation designs and drainage improvement projects for adequate pollution prevention & control measures	1. Document and report the number of projects reviewed for adequate pollution prevention minimum control measures	1. Permit Year 1-5	Florida Department of Transportation
6a	03	<b>Fleet Management Yard</b> Inspect Fleet Management Yard for good House Keeping	1. Document and report inspection performed for good House Keeping	1. Permit Year 1-5	Florida Department of Transportation
6b	03	<b>Training Program for In-house personnel</b> Materials from FDOT, Florida Department of Environmental Protection, the Water Management districts, and Environmental Protection Agency are being used to educate FDOT employees on Stormwater Pollution prevention and reduction of pollution from MS4 operator activities.	1. Document and Report the number of employees trained	1. Permit Year 1-5	Florida Department of Transportation

Page # 12 of 12 total pages of SWMP Elements Forms attached to the NOI

Financial Project ID. No.: 21425617478  
SAMAS Approp: \_\_\_\_\_  
SAMAS Obj. \_\_\_\_\_  
Contract No. AR786

Fund: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Federal No. \_\_\_\_\_  
Vendor No. VF596000825015

Res 2013-229

**JOINT PARTICIPATION AGREEMENT FOR ALLOCATION AND IMPLEMENTATION  
OF NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM REQUIREMENTS**

THIS JOINT PARTICIPATION AGREEMENT ("Agreement") made and entered into this 1 day of November, 2013 by and between the Florida Department of Transportation ("Department") and St. Johns County, Florida ("County"), a municipal corporation existing under the laws of the State of Florida.

**- Recitals -**

A. The Department is authorized to enter into this Agreement pursuant to §334.044(7), Florida Statutes (2012), and other applicable law; and

B. The Board of County Commissioners of St. Johns County, Florida, ("Board") is authorized by Florida Statutes 125.01 authorizes to protect the health, safety, and welfare of its citizens; and

C. The County has a State of Florida Department of Environmental Protection Generic Permit for Discharge of Stormwater from Phase II Municipal Separate Storm Sewer System ("County Permit"). The County has filed a Notice of Intent ("County NOI") to utilize the County Permit; the County Permit and County NOI are incorporated herein and made part of the Agreement by reference; and

D. The Department has a State of Florida Department of Environmental Protection Generic Permit for Discharge of Stormwater from Phase II Municipal Separate Storm Sewer System ("Department Permit"). The Department has received a Notice of Intent ("Department NOI") to utilize the Department Permit; the Department Permit and Department NOI are incorporated herein and made part of the Agreement by reference; and

E. The Department Permit requires the Department to perform:

1. ~~Public Education and Outreach as to Stormwater Impacts ("Public Education"); and~~
2. Public Participation/Involvement ("Public Involvement") and;
3. Illicit Discharge Detection and Elimination ("IDDE"); and
4. Pollution Prevention/Good Housekeeping for Municipal Operations

F. The Board by Ordinance 2010-19 has adopted the Florida Department of Environmental Protection's Model Ordinance for Florida Friendly Fertilizer Use on Urban Landscapes 2009 ("Model Ordinance"); the Model Ordinance is incorporated herein and made part of the Agreement by reference; and

G. The Board has adopted an illicit discharge ordinance; St. Johns County Ordinance 2006-62 ("Stormwater Ordinance") prohibits the construction, use, maintenance or continued existence of illicit connections to a storm sewer or the MS4; the Stormwater Ordinance is incorporated herein and made part of the Agreement by reference; and

H. The Stormwater Ordinance also authorizes the County to perform Industrial and High Risk Runoff inventory, mapping, inspection, investigation and enforcement ("MSGP & High Priority Industry Inspections"); and

I. The County agrees to provide services to the Department as required by the Department Permit; and

J. In 2003, the Department and County entered into a Joint Participation Agreement ("JPA") and the JPA was renewed with a supplemental JPA in 2009; and

K. The 2009 supplemental JPA will expire on October 31, 2013; and

L. Florida Statute 334.044(15) and Florida Administrative Code 14-86 authorize the Department to permit drainage connections to its rights of way ("ROW"). Per 334.044, the Department defers water quality assessment to "a water management district, the Department of Environmental Protection, a surface water permit issued by a delegated local government, or a permit issued pursuant to an approved Stormwater Management Plan or Master Drainage Plan..."; and

M. The Department and the County agree to work together within the respective jurisdictions under the aforementioned authorities; thus the County is not responsible for determining if any discharge is authorized per a Department Drainage Connection Permit (DCP); and the County is not responsible for DCP Site Construction Inspections to confirm that all erosion and sediment controls are in place and effectively maintained; and

N. Sections 376.021, 376.30, and 403.021, Fla. Stat. (2012) provide that the preservation of surface and groundwaters is a matter of the highest urgency and priority, as these waters provide the primary source for potable water in the state; and

O. The Florida Transportation Plan, pursuant to Section 339.155(2)(d), Fla. Stat. (2012), requires the Department to take into consideration the protection and enhancement of the environment; and

P. The County's undersigned representative is vested with the authority to execute this Agreement on behalf of County by virtue of the County's Resolution, a copy of which is attached hereto as Exhibit "A".

---

**NOW THEREFORE**, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the foregoing recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound hereby, acknowledge and agree as follows:

**1. RECITALS AND EXHIBITS**

The recitals set forth above and attached exhibits are incorporated in and made part of this Agreement.

**2. EFFECTIVE DATE**

The effective date of the Agreement shall be November 1, 2013 ("Effective Date").

**3. TERM**

A. This Agreement shall begin on effective date and shall remain in full force and effect to close of business on 10/31/2018.

B. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination.

**4. E-VERIFY**

The County shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the County during the term of the Agreement. The County shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement.

**5. SERVICES**

A. The County shall perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions hereof and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, manuals, procedures, processes, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

B. The County shall be responsible for performing or administering contracts to perform all services under this Agreement. The services shall include all costs, overhead, paper and electronic documents, copies, supervision, labor, materials, supplies, equipment and transportation required to fulfill the terms and conditions of this Agreement.

**6. TOTAL MAXIMUM DAILY LOAD**

Nothing in this Agreement shall establish any responsibility by either party as a source of any impairment or pollution. Nothing in this Agreement shall establish any current or future apportionment or percentage of any impairment or pollutant allocation for any TMDL reduction requirements in any water body within or flowing into or from the Upper East Coast Basin, the Lower St. Johns Basin, or St. Johns County.

**7. COMPENSATION AND PAYMENT**

A. MS4 Permit Requirements.

The Department shall pay one hundred ninety thousand dollars (\$ 190,000 dollars) to the County over the term of the Agreement for the County's performance of all services required to meet all of the Department's Permit and Department NOI requirements for

- (1) Public Education and Outreach ("Public Education"); and
- (2) Public Participation/Involvement ("Public Involvement") and;
- (3) Illicit Discharge Detection and Elimination ("IDDE")

B. The County shall provide the Department's Permit and Department NOI requirements as quantifiable, measureable, and verifiable units of deliverables.

C. Standard Financial Provisions

- i. Payment shall be made after receipt and approval of goods and services.
- ii. Invoices shall be submitted by the County in detail sufficient for a proper preaudit and post audit thereof, based on the quantified, measureable and verified units of deliverables as established in Section A. above. Deliverables must be received and accepted by the Department's Project Manager prior to payments.
- iii. Supporting documentation must establish that the deliverables were received and accepted and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section A (see above) has been met.
- iv. The County's providing of goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services. The Department has twenty (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.

#### **8. INDEMNIFICATION**

A. To the extent permissible by law, the County will promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by or resulting from the County's performance or breach of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all environmental liability arising, directly or indirectly under any Governmental Law caused by or resulting from the County's performance or breach of this Agreement. The County's obligations under this section include, at the Department's option, to participate and associate with the Department in settlement negotiations, mediation and the defense and trial of any Liabilities. The County's duties under this section of the Agreement specifically do not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The County shall notify the Department in writing immediately upon becoming aware of any Liabilities. The County's obligations under this section shall be triggered by the Department's written notice of claim for indemnification to the County. The County's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this section of the Agreement.

#### **9. SOVEREIGN IMMUNITY**

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the parties' sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes (2012), as amended from time to time. The Department's liability for breach of this Agreement is specifically: (1) limited to actual damages incurred by County as a direct result of the Department's breach; and (2) further limited in amount and shall not, under any circumstances, exceed the limitations of liability for tort actions set forth in §768.28(5), Fla. Stat. (2012).

#### **10. NOTICE**

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Attention: NPDES Administrator  
Florida Department of Transportation  
1109 South Marion Ave MS 2010

Lake City, FL 32025

County: Attention: County Engineer  
St. Johns County Engineering Division  
2740 Industry Center Road  
St. Augustine, FL 32084

**11. GOVERNING LAW**

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

**12. VENUE AND JURISDICTION**

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The County and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

**13. JURY TRIAL**

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing from the same.

**14. ASSIGNMENT**

The parties shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the other party. Any assignment shall comply with all Governmental Law including without limitation §163 Fla. Stat. (2012). Nothing herein shall prevent the County from delegating its duties hereunder, but such delegation shall not release the County from its obligation to perform the Agreement.

**15. THIRD PARTY BENEFICIARIES**

This Agreement shall be binding upon and inure to the benefit of the undersigned parties and their respective successors and assigns. ~~Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for in the Agreement.~~

**16. VOLUNTARY EXECUTION OF AGREEMENT**

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

**17. ENTIRE AGREEMENT**

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous interlocal agreements (ILA), joint participation agreements (JPA), supplemental JPA, conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby. If there is any conflict between this Agreement and any prior interlocal agreement, JPA, supplemental JPA, or supplemental agreement then this Agreement shall supersede.

**18. 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 the Agreement and shall do all other acts to effectuate the Agreement.

**19. SUFFICIENCY OF CONSIDERATION**

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

**20. WAIVER**

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

**21. INTERPRETATION**

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

**22. 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 the Agreement, or any provision hereof.

**23. SEVERANCE**

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

**24. COMPUTATION OF TIME**

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

**25. MODIFICATION OF AGREEMENT**

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

## **26. PUBLIC RECORDS**

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

## **27. EFFECT OF AGREEMENT**

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

## **28. ANNUAL APPROPRIATION**

A. The Department shall authorize services based upon priority and availability of budget. Execution of this Agreement does not guarantee that the work will be authorized.

B. The Department's obligation to pay is contingent upon the annual appropriation by the Florida Legislature. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6) (a), Fla. Stat., 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 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 1 year, but any contract, so made shall be executory only for the value of the 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 \$25,000 and which have a term for a period of more than 1 year."

C. The County agrees that in the event the funds are not appropriated to the Department then this Agreement may be terminated. Department shall notify the County in writing within thirty days of the date Department is notified by the Legislature the funds shall not be appropriated. Upon notification by Department that funds are not appropriated and this Agreement is terminated the County shall no longer be obligated to provide services not yet rendered. Nothing in this termination clause shall exempt the County from continuing to provide services already paid for by the Department.

## **29. RECORDKEEPING**

Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Participant's general accounting records and the project records, together with supporting documents and records, of the County and all subcontractors performing work on the project, and all other records of the County and subcontractors considered necessary by the Department for a proper audit of costs. The County shall obtain written approval from the Department prior to the destruction of any documents



related to this Agreement. Upon expiration of the five (5) years and written request by the County, the Department may approve in writing the destruction of documents.

**30. COMPLIANCE WITH LAWS**

A. The County shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County in conjunction with this Agreement.

B. Specifically, the County shall: (i) keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the County; and (ii) provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and (iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (iv) meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the County upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

C. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

**IN WITNESS WHEREOF**, intending to be legally bound hereby, the parties hereby execute this Agreement, consisting of nine (9) pages, excluding content of attached exhibits.

***- Signatures on Following Pages-***

Florida Department of Transportation

Attest:

By: *Greg Evans*

By: *Lisa Lambert*

Printed Name: Greg Evans, P.E.

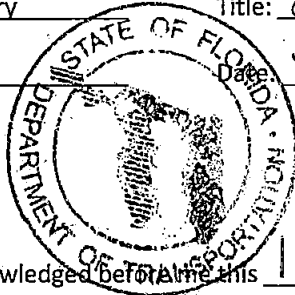
Printed Name: Lisa Lambert

Title: District Two Secretary

Title: Executive Secretary

Date: 11/01/13

Date: Nov. 1, 2013



State of Florida  
County of Columbia

The foregoing instrument was acknowledged before me this 1 day of Nov., 2013, by Greg Evans, P.E., District Two Secretary, who is personally known to me.

*Nancy L. Harr*

Legal Review:

By: *[Signature]*

Office of the General Counsel District 2



St. Johns County, Florida

Attest:

By: *[Signature]*

By: *Pam Halterman*

Printed Name: Michael D. Wanchick

Printed Name: Pam Halterman

Title: County Administrator

Title: Deputy Clerk

Date: 10/17/13

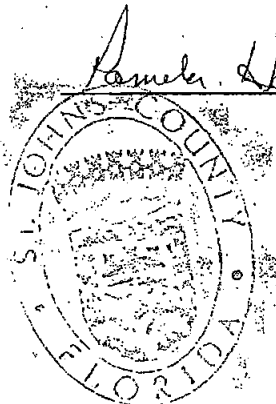
Date: 10/17/13

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 17 day of October, 2013, by Michael D. Wanchick, who is personally known to me, or who produced \_\_\_\_\_ as identification.

Approved as to Form, Legality:

*[Signature]* 10/16/13  
St. Johns County Legal Department



RESOLUTION NO. 2013- 229

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, PROVISIONS, AND REQUIREMENTS OF A 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 JOINT PARTICIPATION AGREEMENT ON BEHALF OF THE COUNTY**

**RECITALS**

**WHEREAS**, the Florida Department of Transportation (FDOT) requires that St. Johns County execute three (3) originals of the 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 III Municipal Separate Storm Sewer System (MS4) generic permit program, pursuant to the Federal Clean Water Act and Section 403.0855, F.S.; and

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

**WHEREAS**, the County has determined that the Joint Participation Agreement is in the long-term interest 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 incorporated by reference into the body of this Resolution, and such Recitals are adopted as Findings of Fact.

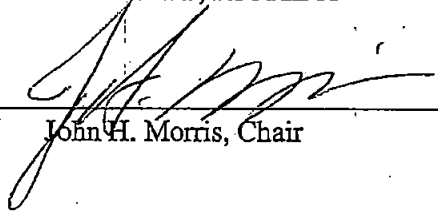
**Section 2.** The Board of County Commissioners hereby approves the terms, conditions, provisions, and requirements of the attached Joint Participation Agreement between the State of Florida, Department of Transportation, District Two, and St. Johns County, Florida, and authorizes the County Administrator,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

**Section 3.** The Board of County Commissioners hereby authorizes the County Administrator, or designee, to execute any other paperwork necessary, and/or associated with the Joint Participation Agreement with the Florida Department of Transportation, District Two.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 15th day of October 2013.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: \_\_\_\_\_



John H. Morris, Chair

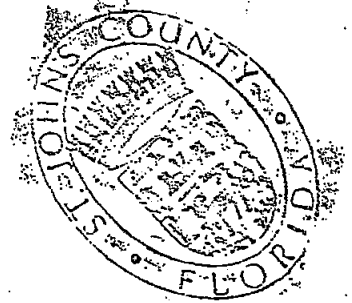
ATTEST: Cheryl Strickland, Clerk

By: Sam Halterman

Deputy Clerk

Effective Date: 10/15/13

RENDITION DATE 10/17/13



TO: MT210JJ@dot.state.fl.us 11101943  
SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT AR786

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL

Contract #AR786 Contract Type: Method of Procurement:  
Vendor Name: ST JOHNS CO BOCC  
Vendor ID: VF596000825015  
Beginning date of this Agmt: 10/28/13  
Ending date of this Agmt: 10/31/18

\*\*\*\*\*  
ORG-CODE \*EO \*OBJECT \*AMOUNT \*FIN PROJECT \*FCT \*CFDA  
(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 *OM	*790002 *	190000.00	*21425617478	*498 *
2014	*55150200		*088712/14	
0001	*00 *		*0001/04	

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TOTAL AMOUNT: \*\$ 190,000.00 \*  
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FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER  
DATE: 10/31/2013