



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

RACHEL D. CONE
INTERIM SECRETARY

April 6, 2017

Ms. Mindy Parrott
South Florida Water Management District
3301 Gun Club Road
West Palm Beach, FL 33406

RE: Amendment to Master Agreement Between Florida Department of Transportation (FDOT), Federal Highway Administration (FHWA), Florida Department of Environmental Protection (DEP) & Four Water Management Districts (WMDs) Implementing the Efficient Transportation Decision Making (ETDM) Process in Florida and Agency Operating Agreement (AOA) ETDM Process – DEP and WMDs and Funding Agreement (FA) Between FDOT, FHWA and South Florida Water Management District (SFWMD) all effective May 15, 2007

Contract #: BDH68 Amendment #: 7 Vendor #: F596015290054 FM#: 41506432808

Dear Ms. Parrott:

This letter confirms that the Florida Department of Transportation successfully assumed the Federal Highway Administration's responsibilities for compliance with NEPA and all other Federal environmental laws pertaining to the review or approval of FDOT's transportation highway projects, pursuant to Title 23 U.S.C. §327 and the implementing Memorandum of Understanding (MOU) executed on December 14, 2016.

Consistent with Section 5.1.4 of the MOU, Section 20 of the MA, Part XI paragraph A of the AOA and Article IV paragraph A of the FA, the MA, AOA, and FA are amended such that, FDOT will assume FHWA's responsibilities under the MA, AOA, and FA, with the exception of the financial provisions in the FA, Article 1 paragraph 4 and related audit rights under Article III, paragraph I, and those activities specifically retained by FHWA under Section 3 of the MOU, including publication of notices in the Federal Register, formal government-to-government tribal consultation and the environmental review, consultation and approval associated with the environmental documents for the I-4 Beyond the Ultimate Project and the Tampa Interstate Study Project. FHWA will continue to review amendments that effect funding and costs for reimbursement eligibility in accordance with Title 23 U.S.C., including 23 U.S.C. §139(j) and 2 CFR §§200.402 - 200.405.

With the exception of those limitations identified in the paragraph above, FDOT will be globally substituted for FHWA throughout the MA, AOA and FA and assume FHWA's responsibilities under the MOU and this Amendment. Examples of duties previously assigned to FHWA include, but are not limited to:

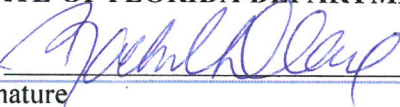
- Planning Screen and coordination responsibilities

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- Programming Screen and coordination responsibilities
- Project Development & Environment Phase responsibilities
- Agency coordination
- Issue resolution

By signing below, each party consents to the substitution of FDOT for FHWA, as described and limited above, through Amendment to the MA, AOA, and FA, whereby FDOT assumes FHWA's role in the Master Agreement, Agency Operating Agreement, and Funding Agreement for Implementing the Efficient Transportation Decision Making Process in Florida.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: 
Signature

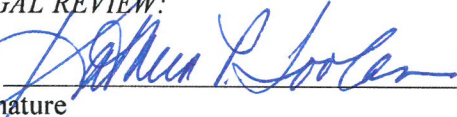
Date: 4/28/2017

Secretary of Transportation

Rachel D. Cone
Printed Name

Secretary of Transportation

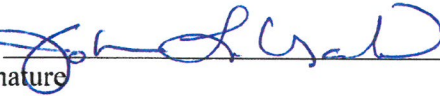
LEGAL REVIEW:

By: 
Signature

Date: 4/26/17

General Counsel

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: 
Signature

Date: 4/11/17

Procurement Director

Johanna L. Grada
Printed Name

Procurement Director

FEDERAL HIGHWAY ADMINISTRATION

By: 
Signature

Date: 4/19/17

Division Administrator

for

KAREN M BRUNELLE
Printed Name

Division Administrator

for