



City of North Bay Village

Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

CITY OF NORTH BAY VILLAGE **RECOMMENDATION MEMORANDUM**

DATE: July 10, 2012

TO: Mayor Connie Leon-Kreps
Vice Mayor Eddie Lim
Commissioner Stuart Blumberg
Commissioner Richard Chervony

FROM: Dennis Kelly
City Manager

SUBJECT: National Pollutant Discharge Elimination System (NPDES)

RECOMMENDATION:

It is recommended that the City Commission approve the attached Resolution and authorize the appropriate City officials to execute the National Pollutant Discharge Elimination System (NPDES) Interlocal Agreement with Miami-Dade County for the provision of controlling pollutant discharge between Shared Municipal Separate Storm Sewer Systems for an annual amount not to exceed \$4,569.

In 2007, the City Commission approved an Interlocal Agreement between co-permittees named in the National Pollutant Discharge Elimination System (NPDES) Permit No. FL S00003 and Miami-Dade County, providing performance of professional services between all co-permittees for the purpose of controlling pollutant discharges between shared Municipal Separate Storm Sewer Systems (MS4).

The agreement will expire on September 30, 2016 or when a replacement Interlocal Agreement is executed, whichever is later.

Mayor
Connie Leon-Kreps

Vice-Mayor
Eddie Lim

Commissioner
Stuart Blumberg

Commissioner
Dr. Richard Chervony

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MEMO TO CITY COMMISSION
JULY 10, 2012
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BUDGETARY IMPACT:

The current annual cost for the NPDES Interlocal Agreement is \$4,569

PERSONNEL IMPACT:

None

CONTACT:

Dennis Kelly, City Manager
Sam Zamacona, Public Works Director

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT PERMITTING THE CITY TO ACT AS CO-PERMITTEE WITH MIAMI DADE COUNTY FOR THE PURPOSE OF ANNUAL PERMITTING REPORTING REQUIREMENTS TO COMPLY WITH THE ENVIRONMENTAL PROTECTION AGENCY (EPA) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM TO REGULATE MUNICIPAL STORM WATER DISCHARGE, AUTHORIZING EXECUTION OF THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; SETTING AN EFFECTIVE DATE. (INTRODUCED BY CITY MANAGER DENNIS KELLY)

WHEREAS, the City of North Bay Village (the "City") and Miami-Dade County (the "County") previously entered into an Inter-local Agreement for performance of professional services associated with the National Pollutant Discharge Eliminating System ("NPDES") which will expire on September 30, 2012; and

WHEREAS, the County has provided the City with a new five (5) year Inter-Local Agreement pursuant to the Environmental Protection Agency ("EPA"), NPDES Final Rule, 40 CFR Part 122.26(d)(2)(i)(D), effective October 1, 2012, which requires control of pollutants through interlocal agreements, making each NPDES co-permittee responsible for discharge from their municipal separate storm sewer system to the municipal storm sewer system of another NPDES co-permittee or the waters of the United States; and

WHEREAS, the estimated contribution of the City to the County for the City's share of the NPDES monitoring is \$4,569 for Fiscal Year 2012-13 and may be adjusted (up or down) each subsequent year based upon the City's number of outfalls or drainage areas in the City as a percentage of the total number of outfalls/areas countywide; and

WHEREAS, the City Commission have determined that entering into the Inter-Local Agreement with the County as a Co-Permittee to NPDES Permit No. FLS000003-003 is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA:

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Section 1. Recitals. The foregoing whereas clauses are hereby ratified and confirmed as being true; and the same are hereby made a specific part of this Resolution.

Section 2. Approval of Inter-Local Agreement. The Inter-Local Agreement between the County, the City and all other Co-Permittees a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the Village Attorney, is approved.

Section 3. Authorization of City Manager. The City Manager and/or his designee is authorized to take all actions necessary to implement the terms and conditions of the Inter-Local Agreement to participate in Water Monitoring, Best Management Practices and the Basin Management Action Plan.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the City Manager pursuant to the City's Purchasing Procedures, the City Manager is authorized to expend budgeted funds to implement the terms and conditions of the Inter-Local Agreement for each year of the five (5) year term.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by _____, seconded by _____.

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Eddie Lim _____
Commissioner Stuart Blumberg _____
Commissioner Richard Chervony _____

PASSED AND ADOPTED this ____ day of July, 2012.

Connie Leon-Kreps
Mayor

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ATTEST:

Yvonne P. Hamilton
City Clerk

**APPROVED AS TO FORM FOR USE ONLY BY
THE CITY OF NORTH BAY VILLAGE:**

Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.

City of North Bay Village Resolution: NPDES 2012

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City of North Bay Village

Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM City of North Bay Village

DATE: July 3, 2012

TO: Yvonne P. Hamilton
City Clerk

FROM: 
Dennis Kelly
City Manager

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the City Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT PERMITTING THE CITY TO ACT AS CO-PERMITTEE WITH MIAMI DADE COUNTY FOR THE PURPOSE OF ANNUAL PERMITTING REPORTING REQUIREMENTS TO COMPLY WITH THE ENVIRONMENTAL PROTECTION AGENCY (EPA) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM TO REGULATE MUNICIPAL STORM WATER DISCHARGE, AUTHORIZING EXECUTION OF THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; SETTING AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

DK:yph

Mayor
Connie Leon-Kreps

Vice-Mayor
Eddie Lim

Commissioner
Stuart Blumberg


Commissioner
Dr. Richard Chervony



Carlos A. Gimenez, Mayor

Department of Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court, 2nd Floor
Miami, Florida 33136-3912
T 305-372-6925 F 305-372-6954
miamidade.gov

June 20, 2012

Dear NPDES Co-Permittee,

Please find attached the following:

1. A five (5) year (FY 2012/13 to FY 2016/17) Interlocal Agreement between Co-Permittees named in NPDES Permit No. FLS000003-003
2. Attachment "A" for FY 2012-13
3. Two (2) copies of the Execution in Counterparts signature form. Please return to us two (2) **original executed** forms as soon as you obtain approvals, and execute them. We hope to receive those by July 27, 2012. If you cannot meet that deadline, please advise us on your earliest possible Commission or Council meeting date so we may be aware of any needed changes to this deadline.

Thank you all for your assistance and helpful feedback.

Sincerely,

Curt L.A. Williams, Manager
Stormwater Utility Section

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Integrity Excellence Every Day

INTERLOCAL AGREEMENT BETWEEN ALL CO-PERMITTEES NAMED IN NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO. FLS000003-003 AND MIAMI-DADE COUNTY PROVIDING FOR PERFORMANCE OF PROFESSIONAL SERVICES BY MIAMI-DADE COUNTY, AND ALSO BETWEEN ALL CO-PERMITTEES PROVIDING FOR IDENTIFICATION AND CONTROL OF POLLUTANT DISCHARGES IN SHARED MUNICIPAL SEPARATE STORM SEWER SYSTEMS, AND TO NEGOTIATE AND EXECUTE CHANGES TO THE SELECTION OF ACTIVITY PARTICIPATION BY CO-PERMITTEES

This Interlocal Agreement ("Agreement") is made and entered into by, and between, all **CO-PERMITTEES** named in Florida Department of Environmental Protection Permit Number FLS000003-003, Authorization to Discharge under the National Pollutant Discharge Elimination System. This Agreement provides for identification and control of discharges from any and all Municipal Separate Storm Sewer Systems (MS4s) that may be shared by any of the parties to this Agreement, as required by the State of Florida Department of Environmental Protection (hereinafter referred to as DEP) pursuant to Section 403.0885, Florida Statutes, and DEP Rule 62-624, Florida Administrative Code, and the Environmental Protection Agency (hereinafter referred to as the "EPA") National Pollutant Discharge Elimination System (hereinafter referred to as "NPDES") Permit Regulations for Storm Water Discharges Final Rule (hereinafter referred to as "NPDES Final Rule"). This Agreement further provides for the professional services required to accomplish the tasks set forth in the NPDES Final Rule and the NPDES MS4 Operating Permit that may be initiated and performed by Miami-Dade County on behalf of both the **CO-PERMITTEES** and **MIAMI-DADE COUNTY**. This Agreement also provides for the negotiation and execution of changes to the selection of activity participation by **CO-PERMITTEES**.

Section I
Definitions

For purposes of this Agreement, the following terms shall apply:

AGREEMENT shall mean this document, including any written amendments thereto, and other written documents or parts thereof which are expressly incorporated herein by reference.

CO-PERMITTEE or CO-PERMITTEES shall mean the following municipalities and agencies named in NPDES Permit No. FLS000003-003 as **CO-PERMITTEES**: City of Aventura, Bal Harbour Village, Town of Bay Harbor Islands, City of Coral Gables, Town of Cutler Bay, City of Doral, Village of El Portal, Town of Golden Beach, City of Hialeah Gardens, City of Homestead, Indian Creek Village, Village of Key Biscayne, Town of Medley, City of Miami Beach, City of Miami Gardens, Town of Miami Lakes, Village of Miami Shores, City of Miami Springs, City of North Bay Village, City of North Miami, City of North Miami Beach, City of Opa-locka, Village of Palmetto Bay, Village of Pinecrest, City of South Miami, City of Sunny Isles Beach, Town of Surfside, Village of Virginia Gardens, City of West Miami, Florida Department of Transportation (FDOT) District VI, Florida Department of Transportation (FDOT) Turnpike Enterprise, Miami-Dade Expressway Authority (MDX), and Miami-Dade County.

COUNTY shall mean Miami-Dade County

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FORCE MAJEURE shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this Agreement.

MS4 shall mean municipal separate storm sewer system, as set forth in 40C.F.R.122.26.

In all other instances, terms used in this Agreement shall have the definitions contained in the EPA NPDES Final Rule 40 CFR Parts 122, 123 and 124.

Section II **Term of Agreement**

This Agreement shall become effective, and supersede the current interlocal agreement, on October 1, 2012. This Agreement shall expire on September 30, 2016, or until a replacement interlocal agreement is executed, whichever is later.

Section III **Scope of Work**

The parties hereto agree that the EPA is requiring as part of the NPDES MS4 Operating Permit the sampling, monitoring, and analysis of a variety of storm sewer systems throughout Miami-Dade County. The parties hereby agree that the water monitoring annual costs (Activity 1) attributable to this operating permit shall be shared by those **CO-PERMITTEES** who elect to participate in this Activity, and the costs shall be based on a percentage rate obtained by dividing the number of outfalls which drain to United States bodies of water existing in the geographical boundaries of each **CO-PERMITTEE** by the total number of outfalls existing within the geographic boundaries of all **CO-PERMITTEES**.

The parties further agree that the best management practices (BMP) (Activity 2) and basin management action plan (BMAP/WTW) (Activity 3) costs attributable to this operating permit shall be shared by those **CO-PERMITTEES** who elect to participate in these Activities, and the costs shall be based on a percentage rate obtained by dividing the roadway MS4 drainage area existing in the geographical boundaries of each **CO-PERMITTEE** by the total roadway MS4 drainage area existing within the geographic boundaries of all **CO-PERMITTEES**. These costs are included in Attachment "A" of this Agreement.

Furthermore, 40 CFR 122.26(d)(2)(i)(D) requires control of pollutants through interlocal agreements, making each NPDES **CO-PERMITTEE** responsible for discharges from their MS4 to the MS4 of another NPDES **CO-PERMITTEE** or to the waters of the United States. This Agreement sets forth the agreement of the **CO-PERMITTEES** and the **COUNTY** and between all of the **CO-PERMITTEES** with respect to shared responsibilities in the identification and control of discharges from one MS4 to another.

Section IV **COUNTY's Obligations**

1. **Compliance with NPDES MS4 Operating Permit** The **COUNTY** shall perform monitoring and sampling activities as required in Miami-Dade County's NPDES MS4 Operating Permit.

2. **Permits** The COUNTY shall obtain all applicable federal, state and local permits and approvals (with the exception of permits and approvals required by CO-PERMITTEES, if any, which shall be obtained by the respective CO-PERMITTEE), which are required to perform activities under the NPDES MS4 Operating Permit.
3. **Report** The COUNTY shall provide the CO-PERMITTEES with a report, on an annual basis, with the results of the monitoring and sampling activities required under the NPDES Operating Permit.
4. **Notice of COUNTY Meeting** The COUNTY shall provide the CO-PERMITTEES with oral or written notice of all regular meetings held by COUNTY staff for the purpose of reviewing the compliance status with the NPDES MS4 Operating Permit.

Section V
CO-PERMITTEES' Obligations

1. **Prevention of Theft of COUNTY Equipment** The CO-PERMITTEES shall take reasonable steps to prevent theft or vandalism of COUNTY equipment located within the CO-PERMITTEE'S geographic boundary. The CO-PERMITTEES agree that such equipment may be placed within each CO-PERMITTEE'S geographic boundary for extended periods of time, as necessary to complete the sampling and monitoring tasks contemplated by this Agreement and the NPDES MS4 Operating Permit.
2. **Compensation** Each CO-PERMITTEE will reimburse the COUNTY for costs of activities performed over the preceding fiscal year in accordance with Attachment "A", and as specified in the Execution in Counterparts form for that fiscal year. The COUNTY will bill each CO-PERMITTEE annually, within six (6) months after the end of the fiscal year, for actual amounts expended during the prior fiscal year. Payment by the CO-PERMITTEE is to be made not later than forty-five (45) days after the bill presentation. Failure to pay the agreed-upon costs to the COUNTY in accordance with this Agreement shall be deemed default by the CO-PERMITTEE that fails to pay pursuant to this Agreement. The expenditures for the final fiscal year that this Agreement is valid will be invoiced by the COUNTY and paid by the CO-PERMITTEES during the following fiscal year.
3. **Access** The CO-PERMITTEES shall provide the COUNTY with reasonable access at all times as necessary to perform the sampling and monitoring required by this Agreement of any storm sewer systems which may be located within the CO-PERMITTEE'S geographic boundary.

Section VI
Indemnification

The CO-PERMITTEE shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CO-PERMITTEE or its employees, agents, servants, partners, principals or subcontractors. The CO-PERMITTEE shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgements

and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent of and within the limitations of Section 768.28 Fla Stat., and subject to the provisions of that Statute whereby the **CO-PERMITTEE** shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of \$200,000, or any claim or judgement or portions thereof, which, when totaled with all other claims or judgement paid by the **CO-PERMITTEE** arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the **CO-PERMITTEE**, provided further that any **CO-PERMITTEE's** liability hereunder shall be based on that **CO-PERMITTEE's** performance of this Agreement only, and no **CO-PERMITTEE** shall be liable for indemnification based on another **CO-PERMITTEE's** performance of this Agreement.

The **COUNTY** shall indemnify and hold harmless the **CO-PERMITTEE** and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the **CO-PERMITTEE** or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the **COUNTY** or its employees, agents, servants, partners, principals or subcontractors. The **COUNTY** shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the **CO-PERMITTEE**, where applicable, including appellate proceedings, and shall pay all costs, judgements and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Fla Stat., subject to the provisions of that Statute whereby the **COUNTY** shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of \$200,000, or any claim or judgement or portions thereof, which, when totaled with all other claims or judgement paid by the **COUNTY** arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the **COUNTY**.

Section VII County Event of Default

Without limitation, the failure by the **COUNTY** to substantially fulfill any of its material obligations in accordance with this Agreement, unless justified by Force Majeure, shall constitute a "**COUNTY** event of Default".

If a **COUNTY** event of default should occur, the **CO-PERMITTEE** shall have all of the following rights and remedies which it may exercise singly or in combination:

1. The right to declare that this Agreement together with all rights granted to **COUNTY** hereunder are terminated, effective upon such date as is designated by the **CO-PERMITTEE**;
2. Any and all rights provided under federal laws and the laws of the State of Florida.

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Section VIII
Co-Permittee Event of Default

Without limitation, the failure by the CO-PERMITTEE to substantially fulfill any of its material obligations in accordance with this Agreement, unless justified by Force Majeure, shall constitute a "CO-PERMITTEE Event of Default".

If a CO-PERMITTEE Event of Default should occur, the COUNTY shall have all of the following rights and remedies which it may exercise singularly or in combination:

1. The right to declare that this Agreement together with all rights granted to CO-PERMITTEE hereunder are terminated, effective upon such date as is designated by the COUNTY;
2. Any and all rights provided under federal laws and the laws of the State of Florida.

Section IX
General Provisions

1. **Authorization to Represent the CO-PERMITTEE in NPDES MS4 Operating Permit** The CO-PERMITTEE hereby authorizes the COUNTY to act on its behalf only with respect to: the activities under this Agreement; and compliance with requirements of those monitoring, sampling, BMP, and BMAP portions under the NPDES MS4 Operating Permit.
2. **Attendance at COUNTY Permit Review Meetings.** The CO-PERMITTEE may, but is not required to, attend any or all regular meetings held by COUNTY staff for the purpose of reviewing the status of the NPDES MS4 Operating Permit.
3. **Responsibility for Discharges** The CO-PERMITTEES shall each be responsible for the control, investigation of and remedial activities relating to discharges of pollutants from within their respective MS4 or boundaries to the municipal separate storm sewer system of another NPDES MS4 CO-PERMITTEE, pursuant to the requirements of 40CFR 122.26(d)(2)(i)(D).
4. **Identification of Discharges** Both the CO-PERMITTEE whose stormwater system generates a pollutant discharge that impacts another CO-PERMITTEE'S system and the impacted CO-PERMITTEE agree to cooperate by providing the staff and equipment necessary to identify the source of pollutant discharges emanating from the separate storm sewer system of one CO-PERMITTEE to the separate storm sewer system of another CO-PERMITTEE.
5. **Notification** When pollutant discharges to a shared separate storm sewer system are discovered, the CO-PERMITTEES, or COUNTY, or any of the foregoing, as applicable, which are the source of the discharge(s) agree to report said discharges to the other affected parties sharing the particular MS4. The COUNTY shall assist, as needed, in any investigation and identification of a source of the discharge. If the COUNTY discovers a discharge in the separate storm sewer system of a CO-PERMITTEE or the COUNTY, the COUNTY will investigate the source of the discharge and report its findings to the affected NPDES CO-PERMITTEES. When an investigation specifically identifies a NPDES CO-PERMITTEE as the source of a pollutant discharge, then that CO-PERMITTEE shall be responsible

for ceasing the discharge and remediating the effects of the discharge by restoring the affected MS4 in accordance with applicable standards.

6. **Dispute Resolution** When the parties sharing a MS4 cannot agree on the source of a discharge to their shared MS4, the State of Florida Department of Environmental Protection, Bureau of Watershed Management, shall be the final arbiter in determining jurisdiction and responsibility for cessation of discharge, remediation, and final resolution.
7. **Termination** Each party may terminate that particular party's participation in this Agreement without cause by providing sixty (60) days prior written notice of termination to the other parties to this Agreement. **CO-PERMITTEES** shall be entitled to reimbursement of monies paid to the **COUNTY** only in the event of termination without cause by the **COUNTY**, and the **CO-PERMITTEE** shall then be entitled to such reimbursement only to the extent that services providing information useful to the NPDES MS4 Permit have not been rendered by the **COUNTY**. Upon termination by any party, the NPDES MS4 Operating Permit status of that party shall be the sole responsibility of that party.
8. **Entire Agreement; Prior Agreements Superseded; Amendment to Agreement** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by the parties hereto or their representatives.
9. **Headings** Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.
10. **Notices and Approval** Notices and approvals required or contemplated by this Agreement shall be written and personally served or mailed, registered or certified United States mail, with return receipt requested, addressed to the parties listed in Section I of this Agreement.
11. **Performance by Parties** Except as otherwise provided in this Agreement, in the event of any dispute arising over the provisions of this Agreement, the parties shall proceed with the timely performance of their obligations during the pendency of any legal or other similar proceedings to resolve such dispute.
12. **Rights of Others** Nothing in the Agreement express or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.
13. **Time is of Essence** It is mutually agreed that time is of the essence in the performance of all terms and conditions to be met and performed pursuant to this Agreement.
14. **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the United States. The **COUNTY** and the **CO-PERMITTEE** agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh

Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

15. **Severability** The invalidity of one or more of the phrases, sentences, clauses, or Sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement, provided the material purposes of this Agreement can be determined and effectuated.
16. **Waiver** There shall be no waiver of any right related to this Agreement unless in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.
17. **Number of Outfalls** The COUNTY will review and adjust on an annual basis the number of outfalls and MS4 drainage area of each CO-PERMITTEE during the month of March for each fiscal year the Agreement is in effect. Adjustments made, if any, will be in effect for the upcoming fiscal year, to recalculate each CO-PERMITTEE'S share of the total annual costs. CO-PERMITTEES may submit relevant outfall information to be included in the review during a two month period, from January 1st to February 28th of the year immediately preceding the start of the fiscal year of the intended changes. An updated Attachment "A" shall be provided to CO-PERMITTEES annually by March 31st for budgetary purposes.
18. **Maximum Annual Costs** Each CO-PERMITTEE'S maximum (not to exceed) financial commitment under this Agreement is shown in Attachment "A". It should be noted that the CO-PERMITTEE'S cost share may change (+/-) based on any changes made to the Number of Outfalls or Drainage Area during the annual reviews. Such changes shall be reflected in an updated Attachment "A". Actual annual expenditures invoiced by the COUNTY for water monitoring, sampling, BMP, and BMAP activities performed, will not exceed the CO-PERMITTEE'S total annual cost shown in Attachment "A" for that fiscal year.

Execution in Counterparts

This Agreement shall be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, _____, FLORIDA,

by its Commission / Council attest, that this Agreement be executed in its name by the Manager or his designee, attested by the Clerk or Legal Representative.

Co-Permittee selection of Activities detailed in Attachment "A":

Activity 1 (Water Monitoring)

- Yes, we wish to participate
- No, but we reserve the right to request participation in subsequent fiscal years

Activity 2 (Best Management Practices, BMP)

- Yes, we wish to participate
- No, but we reserve the right to request participation in subsequent fiscal years

Activity 3 (Basin Management Action Plan/Walk the WBID, BMAP/WTW)

- Yes, we wish to participate
- No, but we reserve the right to request participation in subsequent fiscal years

The Co-Permittee selections shown above remain in effect for the duration of the Agreement unless otherwise modified by the Co-Permittee. Each Co-Permittee may elect to modify their selections shown above every fiscal year the Agreement remains in place. These modifications must be formally requested between January 1 and February 28 in order to become effective for the following fiscal year and for the duration of the Agreement unless further modifications are made by executing a new "Execution in Counterparts" form

Name of Manager (print)

Signature Date

Name of Clerk / Legal Representative (print)

Signature Date

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Execution in Counterparts

This Agreement shall be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached.

MIAMI-DADE COUNTY
Stephen P. Clark Center
111 N.W. 1 Street
Miami, FL 33128

Mayor or Mayor's Designee

Date

HARVEY RUVIN, CLERK
Attest:

Deputy Clerk

Date

ATTACHMENT "A" - Interlocal Agreement Optional Activities 1, 2, AND 3

FY 12-13 (ANNUAL) MONITORING COSTS FOR MIAMI-DADE COUNTY AND CO-PERMITTEES

Municipality/Agency	Number of Outfalls	Percent of Total Outfalls	Activity 1		Activity 2		Activity 3		Activity 1+2	Activity 1+2+3
			Water Monitoring Annual Costs (not to exceed)	MS4 Drainage Area (square feet)	BMP Annual Costs (not to exceed)	BMAP/WTW Annual Costs (not to exceed)	Co-Permittee's Total Annual Cost (not to exceed)	Co-Permittee's Total Annual Cost (not to exceed)		
Aventura, City of	168	2.1	\$9,763	3,692,775	\$60	\$2,003	\$9,822	\$11,826		
Bal Harbour Village	10	0.1	\$581	1,047,127	\$17	\$568	\$598	\$1,166		
Bay Harbor Islands, Town of	54	0.7	\$3,138	2,016,058	\$33	\$1,094	\$3,171	\$4,264		
Coral Gables, City of	109	1.4	\$6,334	52,297,467	\$849	\$28,372	\$7,183	\$35,555		
Cutler Bay, Town of	157	2.0	\$9,123	26,080,350	\$423	\$14,149	\$9,547	\$23,696		
Doral, City of	352	4.4	\$20,455	15,535,462	\$252	\$8,428	\$20,707	\$29,135		
El Portal, Village of	6	0.1	\$349	1,983,107	\$32	\$1,076	\$381	\$1,457		
Golden Beach, Town of	8	0.1	\$465	932,283	\$15	\$506	\$480	\$986		
Hialeah Gardens, City of	7	0.1	\$407	9,875,350	\$160	\$5,368	\$567	\$5,925		
Homestead, City of	168	2.1	\$9,763	34,072,903	\$553	\$18,485	\$10,316	\$28,801		
Indian Creek Village	16	0.2	\$930	482,118	\$8	\$262	\$938	\$1,199		
Key Biscayne, Village of	33	0.4	\$1,918	5,750,201	\$93	\$3,120	\$2,011	\$5,131		
Medley, Town of	44	0.5	\$2,557	10,707,972	\$174	\$5,809	\$2,731	\$8,540		
Miami Beach, City of	306	3.8	\$17,782	30,511,682	\$495	\$16,553	\$18,277	\$34,830		
Miami Gardens, City of	298	3.7	\$17,317	71,074,976	\$1,153	\$38,559	\$18,470	\$57,030		
Miami Lakes, Town of	221	2.8	\$12,842	18,869,747	\$306	\$10,237	\$13,149	\$23,386		
Miami Shores, Village of	32	0.4	\$1,860	11,599,210	\$188	\$6,293	\$2,048	\$8,341		
Miami Springs, City of	23	0.3	\$1,337	14,444,585	\$234	\$7,836	\$1,571	\$9,407		
North Bay Village, City of	65	0.8	\$3,777	1,417,155	\$23	\$769	\$3,800	\$4,569		
North Miami Beach, City of	204	2.5	\$11,855	23,802,524	\$386	\$12,913	\$12,241	\$25,154		
North Miami, City of	115	1.4	\$6,683	29,505,817	\$479	\$16,007	\$7,162	\$23,169		
Opalocka, City of	18	0.2	\$1,046	11,570,829	\$188	\$6,277	\$1,234	\$7,511		
Palmetto Bay, Village of	98	1.2	\$5,695	31,564,566	\$512	\$17,124	\$6,207	\$23,331		
Pinecrest, Village of	58	0.7	\$3,370	31,645,995	\$514	\$17,169	\$3,884	\$21,053		
South Miami, City of	31	0.4	\$1,801	10,831,867	\$176	\$5,876	\$1,977	\$7,854		
Sunny Isles Beach, City of	66	0.8	\$3,835	1,924,058	\$31	\$1,044	\$3,867	\$4,910		
Surfside, Town of	5	0.1	\$291	2,717,687	\$44	\$1,474	\$335	\$1,809		
Virginia Gardens, Village of	1	0.0	\$58	1,557,857	\$25	\$845	\$83	\$929		
West Miami, City of	1	0.0	\$58	4,464,032	\$72	\$2,422	\$131	\$2,552		
FDOT District VI	1,469	18.4	\$85,364	473,738,425	\$7,688	\$257,011	\$93,053	\$350,064		
FDOT Turnpike Enterprise	574	7.2	\$33,355	176,417,284	\$2,863	\$95,709	\$36,219	\$131,928		
MDX	456	5.7	\$26,498	142,654,138	\$2,315	\$77,392	\$28,814	\$106,206		
Unin. Miami-Dade County	2,829	35.4	\$164,395	901,826,504	\$14,636	\$489,257	\$179,030	\$668,287		
Totals (NOT TO EXCEED)	8,002	100.0	\$465,000	2,156,612,110	\$35,000	\$1,170,000	\$500,000	\$1,670,000		

BMP = Best Management Practices; BMAP = Basin Management Action Plan; WTW = Walk the WBID

Municipalities with no outfalls have been assigned a value of one outfall
 Note: If a municipality or agency chooses not to participate in one or more of the activities (1, 2, or 3) described above, then sampling, modeling or mapping may not be conducted within said municipality's or agency's service territory. The not-to-exceed amounts for each Co-Permittee and activity remain unchanged for the fiscal year shown regardless of the participation decisions by Co-Permittees.

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Execution in Counterparts

This Agreement shall be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, _____, FLORIDA,

by its Commission / Council attest, that this Agreement be executed in its name by the Manager or his designee, attested by the Clerk or Legal Representative.

Co-Permittee selection of Activities detailed in Attachment "A":

Activity 1 (Water Monitoring)

- Yes, we wish to participate
- No, but we reserve the right to request participation in subsequent fiscal years

Activity 2 (Best Management Practices, BMP)

- Yes, we wish to participate
- No, but we reserve the right to request participation in subsequent fiscal years

Activity 3 (Basin Management Action Plan/Walk the WBID, BMAP/WTW)

- Yes, we wish to participate
- No, but we reserve the right to request participation in subsequent fiscal years

The Co-Permittee selections shown above remain in effect for the duration of the Agreement unless otherwise modified by the Co-Permittee. Each Co-Permittee may elect to modify their selections shown above every fiscal year the Agreement remains in place. These modifications must be formally requested between January 1 and February 28 in order to become effective for the following fiscal year and for the duration of the Agreement unless further modifications are made by executing a new "Execution in Counterparts" form.

Name of Manager (print)

Signature

Date

Name of Clerk / Legal Representative (print)

Signature

Date

11F(17)¹²

Execution in Counterparts

This Agreement shall be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, _____, FLORIDA,

by its Commission / Council attest, that this Agreement be executed in its name by the Manager or his designee, attested by the Clerk or Legal Representative.

Co-Permittee selection of Activities detailed in Attachment "A":

Activity 1 (Water Monitoring)

- Yes, we wish to participate
- No, but we reserve the right to request participation in subsequent fiscal years

Activity 2 (Best Management Practices, BMP)

- Yes, we wish to participate
- No, but we reserve the right to request participation in subsequent fiscal years

Activity 3 (Basin Management Action Plan/Walk the WBID, BMAP/WTW)

- Yes, we wish to participate
- No, but we reserve the right to request participation in subsequent fiscal years

The Co-Permittee selections shown above remain in effect for the duration of the Agreement unless otherwise modified by the Co-Permittee. Each Co-Permittee may elect to modify their selections shown above every fiscal year the Agreement remains in place. These modifications must be formally requested between January 1 and February 28 in order to become effective for the following fiscal year and for the duration of the Agreement unless further modifications are made by executing a new "Execution in Counterparts" form.

Name of Manager (print)

Signature

Date

Name of Clerk / Legal Representative (print)

Signature

Date

11F(18)¹³



Carlos Alvarez, Mayor

Environmental Resources Management
Water Management Division
701 NW 1st Court • 5th Floor
Miami, Florida 33136-3912
T 305-372-6529 F 305-372-6425

miamidade.gov

- ADA Coordination
- Agenda Coordination
- Animal Services
- Art in Public Places
- Audit and Management Services
- Aviation
- Building
- Building Code Compliance
- Business Development
- Capital Improvements
- Citizens' Independent Transportation Trust
- Commission on Ethics and Public Trust
- Communications
- Community Action Agency
- Community & Economic Development
- Community Relations
- Consumer Services
- Corrections & Rehabilitation
- Cultural Affairs
- Elections
- Emergency Management
- Employee Relations
- Empowerment Trust
- Enterprise Technology Services
- Environmental Resources Management
- Fair Employment Practices
- Finance
- Fire Rescue
- General Services Administration
- Government Information Center
- Historic Preservation
- Homeless Trust
- Housing Agency
- Housing Finance Authority
- Human Services
- Independent Review Panel
- International Trade Consortium
- Juvenile Services
- Medical Examiner
- Metro-Miami Action Plan
- Metropolitan Planning Organization
- Park and Recreation
- Planning and Zoning
- Police
- Procurement Management
- Property Appraisal
- Public Library System
- Public Works
- Safe Neighborhood Parks
- Seaport
- Solid Waste Management
- Strategic Business Management
- Team Metro
- Transit
- Task Force on Urban Economic Revitalization
- Vizcaya Museum And Gardens
- Water & Sewer

October 4, 2007

Mr. Jorge Forte
City Manager
City of North Bay Village
7903 East Drive
North Bay Village, FL 33141

**Re: Revision to the NPDES Interlocal Agreement (IA), to include
The Town of Cutler Bay, for monitoring activities that are part of
NPDES Permit No. FLS000003**

Dear Mr. Forte:

Please find enclosed a copy of the recently revised NPDES Interlocal Agreement between your municipality, Miami-Dade County, current Co-Permittees, and The Town of Cutler Bay.

This IA was previously executed in November 2005 for a period of seven (7) years. By agreement and signature of all Co-Permittees, it was modified in September 2007 to admit the Town of Cutler Bay as the newest Co-Permittee. The expiration date of November 16, 2012 has not changed.

There will be no change in each Co-Permittee's annual fee, except to Miami-Dade County's, which decreases from \$143,400 to \$136,350. The difference of \$6,750 will be Cutler Bay's annual contribution.

Thank you for your continued participation in this program, and if you have any comments or questions, I can be reached at (305) 372-6406.

Sincerely,

Randall White
Environmental Resources Project Supervisor

Enclosure

Delivering Excellence Every Day

11 F(19)

ATTACHMENT "A"

**ANNUAL MONITORING COSTS FOR MIAMI-DADE COUNTY AND
CO-PERMITTEES**

Municipality/Agency	Number of Outfalls	Percent of Total Outfalls	Dollar Contribution for NPDES Co-Permittees
1 City of Aventura	138	3.2	\$14,400
2 Bal Harbour Village	11	0.3	1,350
3 Town of Bay Harbor Islands	57	1.3	5,850
4 City of Coral Gables	110	2.5	11,250
5 Town of Cutler Bay	69	1.5	6,750
6 City of Doral	262	6.0	27,000
7 Village of El Portal	9	0.2	900
8 Town of Golden Beach	40	0.9	4,050
9 City of Hialeah Gardens	5	0.1	450
10 City of Homestead	47	1.1	4,950
11 Indian Creek Village	16	0.4	1,800
12 Village of Key Biscayne	24	0.6	2,700
13 Town of Medley	1	0.1	450
14 City of Miami Beach	228	5.2	23,400
15 City of Miami Gardens	243	5.6	25,200
16 Town of Miami Lakes	229	5.3	23,850
17 Miami Shores Village	36	0.8	3,600
18 City of Miami Springs	4	0.1	450
19 City of North Bay Village	54	1.2	5,400
20 City of North Miami	165	3.8	17,100
21 City of North Miami Beach	230	5.3	23,850
22 City of Opa-locka	10	0.2	900
23 Village of Palmetto Bay	89	2.0	9,000
24 Village of Pinecrest	63	1.4	6,300
25 City of South Miami	12	0.3	1,350
26 City of Sunny Isles Beach	90	2.1	9,450
27 Town of Surfside	12	0.3	1,350
28 City of West Miami	5	0.1	450
29 FDOT District VI	590	13.5	60,750
30 FDOT Turnpike Enterprise	65	1.5	6,750
31 MDX	124	2.8	12,600
32 Unin. Miami-Dade County	1,323	30.3	136,350
Totals	4,361	100.0	\$450,000¹

¹ Total Annual Cost of County and Co-Permittees' NPDES Requirements

Revised 4/4/2007

HF(20) 2

**INTERLOCAL AGREEMENT BETWEEN CO-PERMITTEES
NAMED IN NATIONAL POLLUTANT DISCHARGE
ELIMINATION SYSTEM PERMIT NO. FLS000003 AND
MIAMI-DADE COUNTY PROVIDING FOR PERFORMANCE
OF PROFESSIONAL SERVICES AND BETWEEN ALL CO-
PERMITTEES PROVIDING FOR CONTROL OF POLLUTANT
DISCHARGES BETWEEN SHARED MUNICIPAL SEPARATE
STORM SEWER SYSTEMS**

This Interlocal Agreement ("Agreement") is made and entered into by and between all **CO-PERMITTEES** named in Permit No. FLS000003, Authorization to Discharge under the National Pollutant Discharge Elimination System. This Agreement provides for control of discharges from any and all municipal separate storm sewer systems that may be shared by any of the parties to this Agreement, as required by the State of Florida Department of Environmental Protection (hereinafter referred to as FDEP) pursuant to Section 403.0885, Florida Statutes, and Rule 62-624, Florida Administrative Code, and the Environmental Protection Agency (hereinafter referred to as the "EPA") National Pollutant Discharge Elimination System (hereinafter referred to as "NPDES") Permit Regulations for Storm Water Discharges Final Rule (hereinafter referred to as "NPDES Final Rule"). This Agreement further provides for the professional services required to accomplish the tasks set forth in the NPDES Final Rule and the NPDES MS4 Operating Permit that may be initiated and performed on behalf of both the **CO-PERMITTEES** and the **COUNTY**.

Section I
Definitions

For purposes of this Agreement, the following terms shall apply:

AGREEMENT shall mean this document, including any written amendments thereto, and other written documents or parts thereof which are expressly incorporated herein by reference.

CO-PERMITTEE or CO-PERMITTEES shall mean the following municipalities and agencies named in NPDES Permit No. FLS000003 as Co-Permittees: Miami-Dade County, City of Aventura, Bal Harbour Village, Town of Bay Harbor Islands, City of Coral Gables, Town of Cutler Bay, City of Doral, Village of El Portal, Town of Golden Beach, City of Hialeah Gardens, City of Homestead, Indian Creek Village, Village of Key Biscayne, Town of Medley, City of Miami Beach, City of Miami Gardens, Town of Miami Lakes, Miami Shores Village, City of Miami Springs, City of North Bay Village, City of North Miami, City of North Miami Beach, City of Opa-locka, Village of Palmetto Bay, Village of Pinecrest, City of South Miami, City of Sunny Isles Beach, Town of Surfside, City of West Miami, Florida Department of Transportation (FDOT) District VI, Florida Department of Transportation (FDOT) Turnpike Enterprise, and the Miami-Dade County Expressway Authority (MDX).

COUNTY shall mean Miami-Dade County.

FORCE MAJEURE shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or

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restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this Agreement.

MS4 shall mean municipal separate storm sewer system, as set forth in 40C.F.R.122.26.

In all other instances, terms used in this Agreement shall have the definitions contained in the EPA NPDES Final Rule 40 CFR Parts 122, 123 and 124.

Section II Term of Agreement

The term of this Agreement shall commence upon the final date of execution by all **CO-PERMITTEES**, and shall expire on November 16, 2012.

Section III Scope of Work

The parties hereto agree that the EPA is requiring as part of the NPDES MS4 Operating Permit the sampling, monitoring, and analysis of a variety of storm sewer systems throughout Miami-Dade County. The parties hereby agree that the monitoring costs attributable to this operating permit shall be the joint responsibility of all parties hereto, and shall be based on a percentage rate obtained by dividing the number of outfalls which drain to United States bodies of water existing in the geographical boundaries of each **CO-PERMITTEE** by the total number of outfalls existing within the geographic boundaries of all **CO-PERMITTEES**.

Furthermore, 40 CFR 122.26(d)(2)(i)(D) requires control of pollutants through interlocal agreements, making each NPDES **CO-PERMITTEE** responsible for discharges from their MS4 to the MS4 of another NPDES **CO-PERMITTEE** or to the waters of the United States. This Agreement sets forth the agreement of the **CO-PERMITTEES** and the **COUNTY** and between all of the **CO-PERMITTEES** with respect to shared responsibilities in the identification and control of discharges from one MS4 to another.

Section IV COUNTY's Obligations

1. **Compliance with NPDES MS4 Operating Permit** The **COUNTY** shall perform monitoring and sampling activities as required in Miami-Dade County's NPDES MS4 Operating Permit.
2. **Permits** The **COUNTY** shall obtain all applicable federal, state and local permits and approvals (with the exception of permits and approvals required by **CO-PERMITTEES**, if any, which shall be obtained by the respective **CO-PERMITTEE**), which are required to perform activities under the NPDES MS4 Operating Permit.
3. **Report** The **COUNTY** shall provide the **CO-PERMITTEES** with a report with the results of the monitoring and sampling activities required under the NPDES Operating Permit.

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4. **Notice of COUNTY Meeting** The COUNTY shall provide the CO-PERMITTEES with oral or written notice of all regular meetings held by COUNTY staff for the purpose of reviewing the compliance status with the NPDES MS4 Operating Permit.

Section V
CO-PERMITTEES' Obligations

1. **Prevention of Theft of COUNTY Equipment** The CO-PERMITTEES shall take reasonable steps to prevent theft or vandalism of COUNTY equipment located within the CO-PERMITTEE'S geographic boundary. The CO-PERMITTEES agree that such equipment may be placed within each CO-PERMITTEE'S geographic boundary for extended periods of time, as necessary to complete the sampling and monitoring tasks contemplated by this Agreement and the NPDES MS4 Operating Permit.
2. **Compensation** Not later than ten (10) days after the date of execution of this Agreement by all CO-PERMITTEES, each Co-Permittee shall pay to the COUNTY its proportional share of the payment due for monitoring activities set forth in this Agreement and as set forth in Attachment "A" herein. The annual cost, in accordance with the schedule of payments set forth in Attachment "A" herein, shall be due on the anniversary date of execution of this Agreement for each year the NPDES MS4 Operating Permit is in force and effect. Failure to pay the agreed-upon costs to COUNTY in accordance with this Agreement shall be deemed default by the CO-PERMITTEE that fails to pay pursuant to this Agreement.
3. **Access** The CO-PERMITTEES shall provide the COUNTY with reasonable access at all times as necessary to perform the sampling and monitoring required by this Agreement of any storm sewer systems which may be located within the CO-PERMITTEE'S geographic boundary.

Section VI
Indemnification

The CO-PERMITTEE shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CO-PERMITTEE or its employees, agents, servants, partners, principals or subcontractors. The CO-PERMITTEE shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgements and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Fla Stat., subject to the provisions of that Statute whereby the CO-PERMITTEE shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of \$100,000, or any claim or judgement or portions thereof, which, when totaled with all other claims or judgement paid by the CO-PERMITTEE arising out of the same incident or occurrence, exceed the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the CO-PERMITTEE.

The COUNTY shall indemnify and hold harmless the CO-PERMITTEE and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the CO-PERMITTEE or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the COUNTY or its employees, agents, servants, partners, principals or subcontractors. The COUNTY shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CO-PERMITTEE, where applicable, including appellate proceedings, and shall pay all costs, judgements and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Fla Stat., subject to the provisions of that Statute whereby the COUNTY shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of \$100,000, or any claim or judgement or portions thereof, which, when totaled with all other claims or judgement paid by the COUNTY arising out of the same incident or occurrence, exceed the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the COUNTY.

Section VII
County Event of Default

Without limitation, the failure by the COUNTY to substantially fulfill any of its material obligations in accordance with this Agreement, unless justified by Force Majeure, shall constitute a "COUNTY event of Default".

If a COUNTY event of default should occur, the CO-PERMITTEE shall have all of the following rights and remedies which it may exercise singly or in combination:

1. The right to declare that this Agreement together with all rights granted to COUNTY hereunder are terminated, effective upon such date as is designated by the CO-PERMITTEE;
2. Any and all rights provided under federal laws and the laws of the State of Florida.

Section VIII
Co-Permittee Event of Default

Without limitation, the failure by the CO-PERMITTEE to substantially fulfill any of its material obligations in accordance with this Agreement, unless justified by Force Majeure, shall constitute a "CO-PERMITTEE Event of Default".

If a CO-PERMITTEE Event of Default should occur, the COUNTY shall have all of the following rights and remedies which it may exercise singularly or in combination:

1. The right to declare that this Agreement together with all rights granted to CO-PERMITTEE hereunder are terminated, effective upon such date as is designated by the COUNTY;

2. Any and all rights provided under federal laws and the laws of the State of Florida.

Section IX
General Provisions

1. **Authorization to Represent the CO-PERMITTEE in NPDES MS4 Operating Permit** The CO-PERMITTEE hereby authorizes the COUNTY to act on its behalf only with respect to: monitoring and sampling portions of the NPDES MS4 Operating Permit; and compliance with all requirements of EPA and FDEP with respect thereto as conditions of the NPDES MS4 Operating Permit.
2. **Attendance at COUNTY Permit Review Meetings.** The CO-PERMITTEE may, but is not required to, attend any or all regular meetings held by COUNTY staff for the purpose of reviewing the status of the NPDES MS4 Operating Permit.
3. **Responsibility for Discharges** The CO-PERMITTEES shall each be responsible for the control, investigation of and remedial activities relating to discharges of pollutants from within their respective MS4 or boundaries to the municipal separate storm sewer system of another NPDES MS4 CO-PERMITTEE, pursuant to the requirements of 40CFR 122.26(d)(2)(i)(D).
4. **Identification of Discharges** Both the CO-PERMITTEE whose stormwater system generates a pollutant discharge that impacts another CO-PERMITTEE'S system and the impacted CO-PERMITTEE agree to cooperate by providing the staff and equipment necessary to identify the source of pollutant discharges emanating from the separate storm sewer system of one CO-PERMITTEE to the separate storm sewer system of another CO-PERMITTEE.
5. **Notification** When pollutant discharges to a shared separate storm sewer system are discovered, the CO-PERMITTEES, or COUNTY, or any of the foregoing, as applicable, which are the source of the discharge(s) agree to report said discharges to the other affected parties sharing the particular MS4. The COUNTY shall assist, as needed, in any investigation and identification of a source of the discharge. If the COUNTY discovers a discharge in the separate storm sewer system of a CO-PERMITTEE or the COUNTY, the COUNTY will investigate the source of the discharge and report its findings to the affected NPDES CO-PERMITTEES. When an investigation specifically identifies an NPDES CO-PERMITTEE as the source of a pollutant discharge, that CO-PERMITTEE shall be responsible for ceasing the discharge and remediating the effects of the discharge by restoring the affected MS4 in accordance with applicable standards.
6. **Dispute Resolution** when the parties sharing a MS4 cannot agree on the source of a discharge to their shared MS4, the State of Florida Department of Environmental Protection, Bureau of Watershed Management, shall be the final arbiter in determining jurisdiction and responsibility for cessation of discharge, remediation, and final resolution.
7. **Termination** Each party may terminate that particular party's participation in this Agreement without cause by providing sixty (60) days prior written notice of termination to the other parties to this Agreement. CO-PERMITTEES shall be entitled to reimbursement of monies paid to the COUNTY only in the event of termination for cause by the CO-PERMITTEE, or termination without cause by the COUNTY, and the CO-PERMITTEE shall then be entitled to such reimbursement only to the

extent that services providing information useful to the NPDES MS4 Permit have not been rendered by the COUNTY. Upon termination by any party, the NPDES MS4 Operating Permit status of that party shall be the sole responsibility of that party.

8. **Entire Agreement; Prior Agreements Superseded; Amendment to Agreement** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by the parties hereto or their representatives.
9. **Headings** Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.
10. **Notices and Approval** Notices and approvals required or contemplated by this Agreement shall be written and personally served or mailed, registered or certified United States mail, with return receipt requested, addressed to the parties as follows:

To County:

Miami-Dade County Department of Environmental
Resources Management
701 NW 1 Court, Suite 400
Miami, Florida 33136
Attn: Department Director

To Co-Permittee:

See Exhibit A – List of Co-Permittees' Chief Executive Officers

11. **Performance by Parties** Except as otherwise provided in this Agreement, in the event of any dispute arising over the provisions of this Agreement, the parties shall proceed with the timely performance of their obligations during the pendency of any legal or other similar proceedings to resolve such dispute.
12. **Rights of Others** Nothing in the Agreement express or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.
13. **Time is of Essence** It is mutually agreed that time is of the essence in the performance of all terms and conditions to be met and performed pursuant to this Agreement.



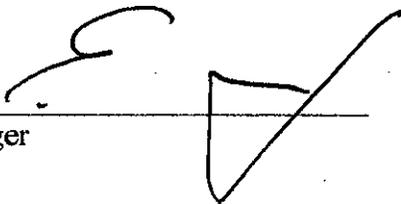
14. **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the United States. The COUNTY and the CO-PERMITTEE agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.
15. **Severability** The invalidity of one or more of the phrases, sentences, clauses, or Sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement, provided the material purposes of this Agreement can be determined and effectuated.
16. **Waiver** There shall be no waiver of any right related to this Agreement unless in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

Section X
Execution in Counterparts

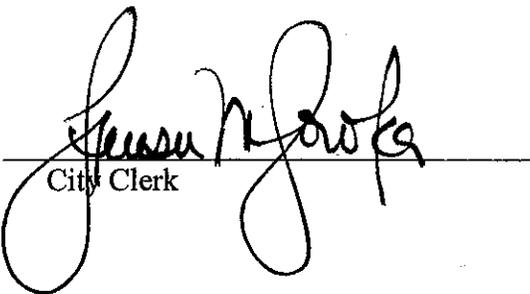
This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the City of Aventura, Florida has caused this Agreement to be executed in its name by the City Manager or his designee, attested to by the Clerk of the City and has caused the seal of the Council to be hereto attached.

CITY OF AVENTURA,
FLORIDA, BY ITS CITY
COUNCIL Attest:

By: 
City Manager

Date: 6-14-07

By: 
City Clerk

Section X
Execution in Counterparts

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

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and Bal Harbour Village, Florida has caused this Agreement to be executed in its name by the Village Manager or his designee, attested to by the Clerk of the Village and has caused the seal of the Council to be hereto attached.

BAL HARBOUR VILLAGE,
FLORIDA, BY ITS VILLAGE
COUNCIL Attest:

By: 
VILLAGE MANAGER

Date: 4/24/07

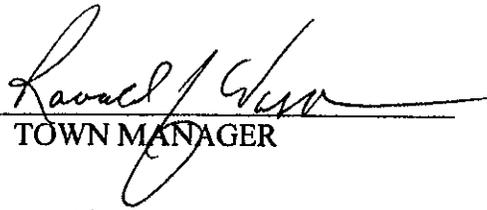
By: 
VILLAGE CLERK

Section X
Execution in Counterparts

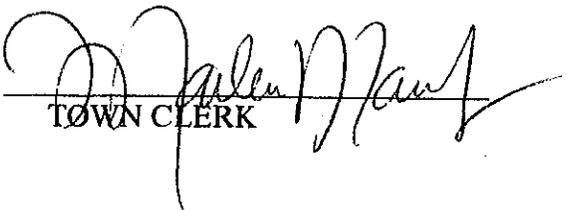
This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and Bay Harbor Islands, Florida has caused this Agreement to be executed in its name by the Town Manager or his designee, attested to by the Clerk of the Town and has caused the seal of the Council to be hereto attached.

BAY HARBOR ISLANDS,
FLORIDA, BY ITS TOWN
COUNCIL Attest:

By: 
TOWN MANAGER

Date: 5/15/07

By: 
TOWN CLERK

1/F(29) 12

Section X
Execution in Counterparts

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

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the City of Coral Gables, Florida has caused this Agreement to be executed in its name by the City Manager or his designee, attested to by the Clerk of the City and has caused the seal of the Council to be hereto attached.

CITY OF CORAL GABLES,
FLORIDA, BY ITS CITY
COUNCIL Attest:

By: 
City Manager

Date: 6/15/07

By: 
City Clerk
6/15/07


APPROVED

B

11F(30)

Section X
Execution in Counterparts

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

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the Town of Cutler Bay, Florida has caused this Agreement to be executed in its name by the **Town Manager**, or his designee, attested by the Clerk of the **Town of Cutler Bay**, and has caused the seal of the Council to be hereto attached.

TOWN OF CUTLER BAY
FLORIDA, BY ITS
COUNCIL Attest:

By: _____
Steven J. Alexander, Town Manager

Date: 6-5-07

By: _____
Erika Gonzalez-Santamaria, Town Clerk



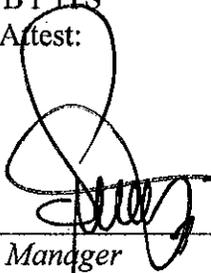
11F(31)
14

Section X
Execution in Counterparts

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

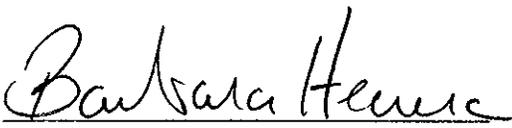
IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the City of Doral, Florida has caused this Agreement to be executed in its name by the *City Manager* or his designee, attested by the Clerk of the City and has caused the seal of the Council to be hereto attached.

ENTER NAME OF CO-PERMITTEE,
FLORIDA, BY ITS
COUNCIL Attest:

By: 

City Manager

Date: 6/17/07

By: 

City Clerk

15

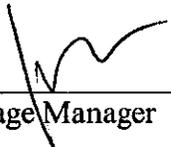
11F(32)

Section X
Execution in Counterparts

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

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the Village of El Portal, Florida has caused this Agreement to be executed in its name by the Village Manager or his designee, attested to by the Clerk of the Village and has caused the seal of the Council to be hereto attached.

VILLAGE OF EL PORTAL,
FLORIDA, BY ITS VILLAGE
COUNCIL Attest:

By: 

Village Manager

Date: 5/1/07

By: 

Village Clerk

11F(33)

Section X
Execution in Counterparts

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

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the Town of Golden Beach, Florida has caused this Agreement to be executed in its name by the Town Manager or his designee, attested to by the Clerk of the Town and has caused the seal of the Council to be hereto attached.

TOWN OF GOLDEN BEACH,
FLORIDA, BY ITS TOWN
COUNCIL Attest:

By: Alex B.
Town Manager

Date: 6/6/07

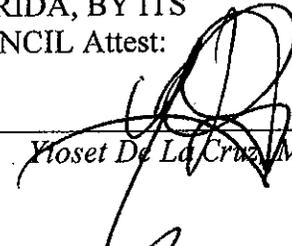
By: Elizabeth Sewell
Town Clerk

Section X
Execution in Counterparts

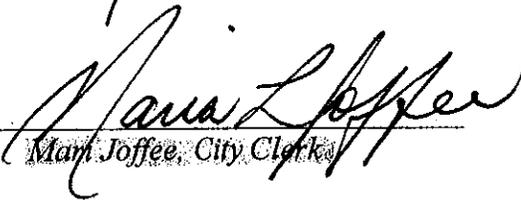
This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the City of Hialeah Gardens, Florida has caused this Agreement to be executed in its name by the City Mayor or his designee, attested by the Clerk of the City and has caused the seal of the Council to be hereto attached.

City of Hialeah Gardens,
FLORIDA, BY ITS
COUNCIL Attest:

By: 
Yoset De La Cruz, Mayor

Date: 5/7/07

By: 
Mari Joffe, City Clerk

11 F (35)

Section X
Execution in Counterparts

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

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the City of Homestead, Florida has caused this Agreement to be executed in its name by the Curtis K. Ivy Jr., City Manager or his designee, attested by the Clerk of the City of Homestead and has caused the seal of the Council to be hereto attached.

ENTER NAME OF CO-PERMITTEE,
FLORIDA, BY ITS
COUNCIL Attest:

By: Curtis K. Ivy Jr.
Curtis K. Ivy Jr., City Manager

Date: 5/22/07

By: Sherry Ader for
Sheila P. Shedd, City Clerk



Section X
Execution in Counterparts

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

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the enter Co-Permittee Name ~~Indian Creek Village~~ Florida has caused this Agreement to be executed in its name by the Village, Town, or City Mayor or Manager (delete whichever is inappropriate) or his designee, attested by the Clerk of the Village, Town, or City (delete whichever is inappropriate) and has caused the seal of the Council to be hereto attached.

ENTER NAME OF CO-PERMITTEE,
FLORIDA, BY ITS
COUNCIL Attest:

By: Charles Kruger
City, Town, or Village Manager / Mayor

Date: 04/23/02

By: Shawane D. [Signature]
City Clerk

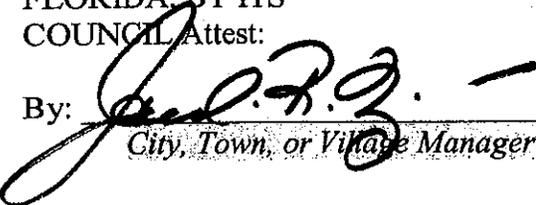
11F(37)

Section X
Execution in Counterparts

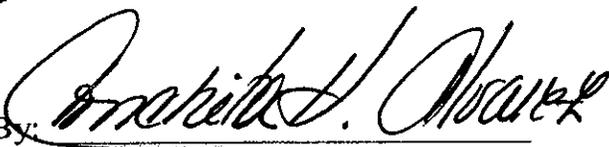
This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the **enter Co-Permittee** Name Key Biscayne, Florida has caused this Agreement to be executed in its name by the **Village, Town, or City Mayor or Manager (delete whichever is inappropriate)** or his designee, attested by the Clerk of the **Village, Town, or City (delete whichever is inappropriate)** and has caused the seal of the Council to be hereto attached.

**ENTER NAME OF CO-PERMITTEE,
FLORIDA, BY ITS
COUNCIL Attest:**

By: 
City, Town, or Village Manager / Mayor

Date: May 30, 2007

By: 
City Clerk

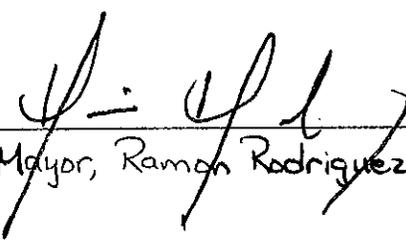
11F(38)

Section X
Execution in Counterparts

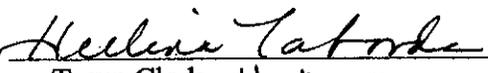
This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the Town of Medley, Florida has caused this Agreement to be executed in its name by the Town Mayor or his designee, attested to by the Clerk of the Town and has caused the seal of the Council to be hereto attached.

TOWN OF MEDLEY,
FLORIDA, BY ITS TOWN
COUNCIL Attest:

By: 
Mayor, Ramon Rodriguez

Date: 4/26/07

By: 
Town Clerk, Herlina Taboada

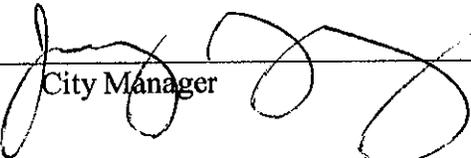
11F(39)

Section X
Execution in Counterparts

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

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the City of Miami Beach, Florida has caused this Agreement to be executed in its name by the City Manager or his designee, attested to by the Clerk of the City and has caused the seal of the Council to be hereto attached.

CITY OF MIAMI BEACH,
FLORIDA, BY ITS CITY
COUNCIL Attest:

By: 
City Manager

Date: MAY 14, 2007

By: 
City Clerk

11F(40)

Section X
Execution in Counterparts

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

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the City of Miami Gardens, Florida has caused this Agreement to be executed in its name by the City Manager or his designee, attested to by the Clerk of the City and has caused the seal of the Council to be hereto attached.

CITY OF MIAMI GARDENS,
FLORIDA, BY ITS CITY
COUNCIL Attest:

By:  _____ Date: 4/30/2007
City Manager

By:  _____
City Clerk

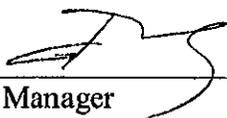
11 F(41)

Section X
Execution in Counterparts

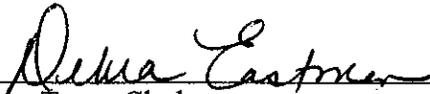
This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the Town of Miami Lakes, Florida has caused this Agreement to be executed in its name by the Town Manager or his designee, attested to by the Clerk of the Town and has caused the seal of the Council to be hereto attached.

TOWN OF MIAMI LAKES,
FLORIDA, BY ITS TOWN
COUNCIL Attest:

By: 
Town Manager

Date: 4-24-07

By: 
Town Clerk

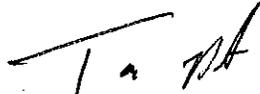
11F(42)

Section X
Execution in Counterparts

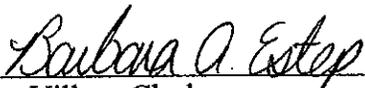
This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and Miami Shores Village, Florida has caused this Agreement to be executed in its name by the Village Manager or his designee, attested to by the Clerk of the Village and has caused the seal of the Council to be hereto attached.

MIAMI SHORES VILLAGE,
FLORIDA, BY ITS VILLAGE
COUNCIL Attest:

By: 
Village Manager

Date: 5/4/07

By: 
Village Clerk

11F(43)

26

Section X
Execution in Counterparts

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

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the City of Miami Springs, Florida has caused this Agreement to be executed in its name by the City Manager or his designee, attested to by the Clerk of the City and has caused the seal of the Council to be hereto attached.

CITY OF MIAMI SPRINGS,
FLORIDA, BY ITS CITY
COUNCIL Attest:

By: *Jamie B.*
City Manager

Date: 5-1-07



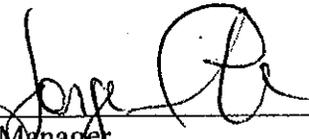
By: *Margali Valls*
City Clerk

Section X
Execution in Counterparts

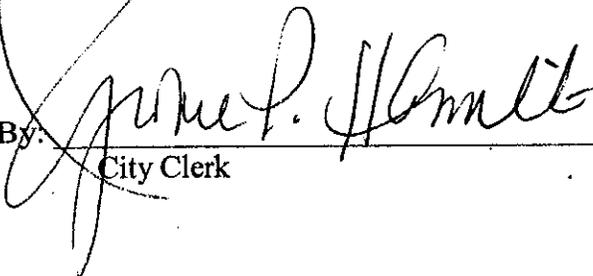
This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the City of North Bay Village, Florida has caused this Agreement to be executed in its name by the City Manager or his designee, attested to by the Clerk of the City and has caused the seal of the Council to be hereto attached.

CITY OF NORTH BAY VILLAGE,
FLORIDA, BY ITS CITY
COUNCIL Attest:

By: 
City Manager

Date: 5/24/07

By: 
City Clerk

11F(45)
28

Section X
Execution in Counterparts

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

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the enter Co-Permittee Name NORTH MIAMI, Florida has caused this Agreement to be executed in its name by the Village, Town, or City Mayor or Manager (delete whichever is inappropriate) or his designee, attested by the Clerk of the Village, Town, or City (delete whichever is inappropriate) and has caused the seal of the Council to be hereto attached.

ENTER NAME OF CO-PERMITTEE,
FLORIDA, BY ITS
COUNCIL Attest:

By Claraue Patterson
City, Town, or Village Manager / Mayor

Date: 05/25/07

By: Jacqui Vieira
City Clerk

APPROVED AS TO FORM

V. Lynn Whitfield
City Attorney

Section X
Execution in Counterparts

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

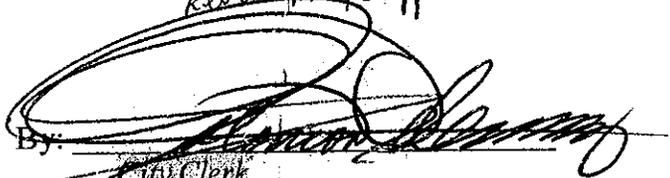
IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the enter Co-Permittee Name North Miami Beach, Florida has caused this Agreement to be executed in its name by the Village, Town, or City Mayor or Manager (delete whichever is inappropriate) or his designee, attested by the Clerk of the Village, Town, or City (delete whichever is inappropriate) and has caused the seal of the Council to be hereto attached.

ENTER NAME OF CO-PERMITTEE,
FLORIDA, BY ITS
COUNCIL Attest:

By: 
City, Town, or Village Manager / Mayor

Kevin P. Klopp

Date: 5/23/07

By: 
City Clerk

H.B. Leland
5/24/07
City Attorney

11F(47)

Section X
Execution in Counterparts

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

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the City of Opa-locka, Florida has caused this Agreement to be executed in its name by the City Manager or his designee, attested to by the Clerk of the City and has caused the seal of the Council to be hereto attached.

CITY OF OPA-LOCKA,
FLORIDA, BY ITS CITY
COUNCIL Attest:

By: Jeanie L. Beudy
City Manager

Date: 6/13/07

By: [Signature]
City Clerk

Approved for legal sufficiency:

[Signature]
City Attorney

11F(48)

31

Section X
Execution in Counterparts

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

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the Village of Pinecrest, Florida has caused this Agreement to be executed in its name by the Village Manager or his designee, attested to by the Clerk of the Village and has caused the seal of the Council to be hereto attached.

VILLAGE OF PINECREST,
FLORIDA, BY ITS VILLAGE
COUNCIL Attest:

By: 
Village Manager

Date: 04/24/07

By: By Dawn, Asst. Village Clerk
FOR Village Clerk

11F(50)

2/3

Section X
Execution in Counterparts

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

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the City of South Miami, Florida has caused this Agreement to be executed in its name by the City Manager or his designee, attested to by the Clerk of the City and has caused the seal of the Council to be hereto attached.

CITY OF SOUTH MIAMI,
FLORIDA, BY ITS CITY
COUNCIL Attest:

By: *Yvonne S. McKinley*
City Manager

Date: 05/16/07

By: *Dai C. Orenandez*
City Clerk

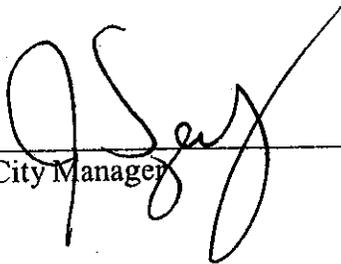
11 F(51)

Section X
Execution in Counterparts

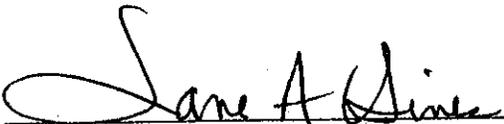
This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

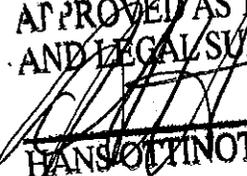
IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the City of Sunny Isles Beach, Florida has caused this Agreement to be executed in its name by the City Manager or his designee, attested to by the Clerk of the City and has caused the seal of the Council to be hereto attached.

CITY OF SUNNY ISLES BEACH,
FLORIDA, BY ITS CITY
COUNCIL Attest:

By: 
City Manager

Date: 6/14/07

By: 
City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

HANS OTTINOT, CITY ATTORNEY

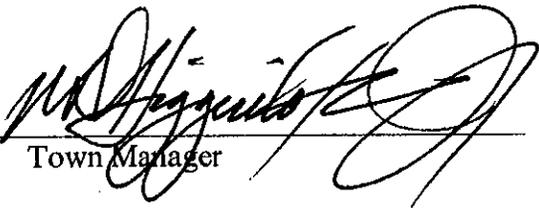
11F(52)

Section X
Execution in Counterparts

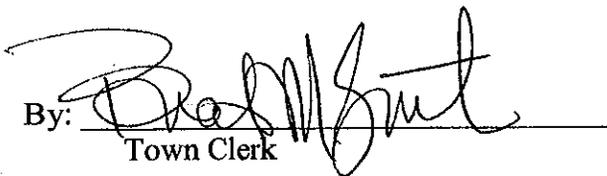
This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the Town of Surfside, Florida has caused this Agreement to be executed in its name by the Town Manager or his designee, attested to by the Clerk of the Town and has caused the seal of the Council to be hereto attached.

TOWN OF SURFSIDE,
FLORIDA, BY ITS TOWN
COUNCIL Attest:

By: 
Town Manager

Date: May 7, 2007

By: 
Town Clerk

11F(53)

Section X
Execution in Counterparts

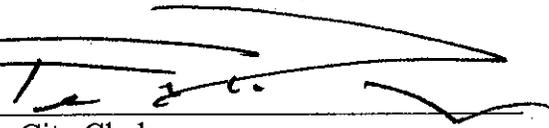
This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the City of West Miami, Florida has caused this Agreement to be executed in its name by the City Manager or his designee, attested to by the Clerk of the City and has caused the seal of the Council to be hereto attached.

CITY OF WEST MIAMI,
FLORIDA, BY ITS CITY
COUNCIL Attest:

By: 
City Manager

Date: 4/25/2007

By: 
City Clerk

11F(54)

Section X
Execution in Counterparts

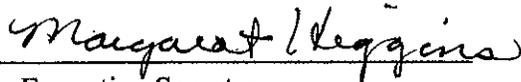
This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the Florida Department of Transportation, District VI has caused this Agreement to be executed in its name by the District VI Secretary or his designee, attested to by the Executive Secretary and has caused the seal of the Council to be hereto attached.

FLORIDA DEPARTMENT OF
TRANSPORTATION, DISTRICT VI
ATTEST:

By: 
District VI Secretary

Date: 5-2-07

By: 
Executive Secretary

By: 
Legal Representative

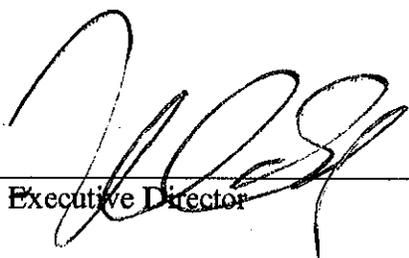
11F(55)

Section X
Execution in Counterparts

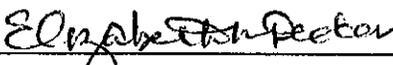
This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

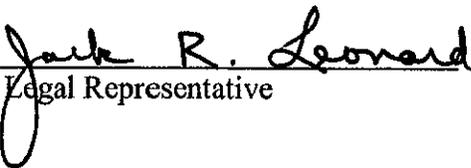
IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the Florida Department of Transportation, Turnpike Enterprise has caused this Agreement to be executed in its name by the Executive Director or his designee, attested to by the Executive Secretary and has caused the seal of the Council to be hereto attached.

FLORIDA DEPARTMENT OF
TRANSPORTATION, TURNPIKE ENTERPRISE
ATTEST:

By: 
Executive Director

Date: MAY 11 2007

By: 
Executive Secretary

By: 
Legal Representative

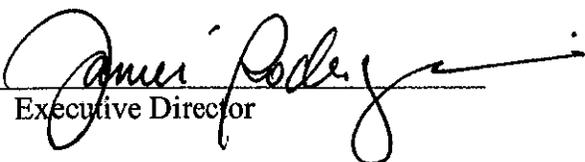
11F(56)

Section X
Execution in Counterparts

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

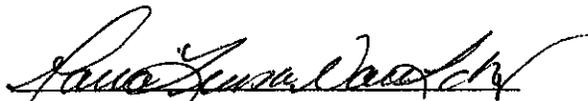
IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the Miami-Dade County Expressway Authority has caused this Agreement to be executed in its name by the Executive Director or his designee, attested to by the Secretary and has caused the seal of the Council to be hereto attached.

MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY

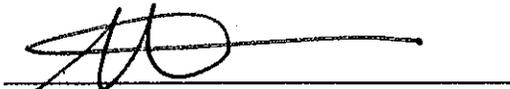
By: 
Executive Director

Date: 5/11/07

ATTEST:


Secretary




Legal Representative

11.F(57)