

**GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 1722.05**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AN AGREEMENT WITH MIAMI-DADE COUNTY AND VARIOUS MUNICIPALITIES CONCERNING THE MAINTENANCE OF STORMWATER DISCHARGE SYSTEMS; PROVIDING FOR IMPLEMENTATION OF THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Golden Beach, Florida (the "Town") owns and operates a stormwater drainage system; and

**WHEREAS**, the Town is obligated to regularly monitor discharges from outfalls within the system; and

**WHEREAS**, Miami-Dade County (the "County") has agreed with the Town and other similarly situated municipalities to assume the monitoring obligation for the Town as well as these other municipalities; and

**WHEREAS**, the terms under which the County has agreed to perform the monitoring functions are set forth in an Agreement attached hereto as Exhibit "A" (the "Agreement"); and

**WHEREAS**, the Town Council has determined that it is in the best interest of the Town to have Miami-Dade County perform the monitoring functions under the terms set forth in the attached Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** That the foregoing recitals are true and correct and incorporated herein by this reference.

**Section 2. Agreement Approved.** That the Agreement, in substantially the form attached hereto, is hereby approved and any payment(s) thereunder are hereby authorized.

**Section 3. Implementation.** The Mayor is hereby authorized to execute the Agreement on behalf of the Town, once approved as to form and legal sufficiency by the Town Attorney. The Mayor and Town Manager are authorized to take any and all action necessary to implement this Resolution and the Agreement.

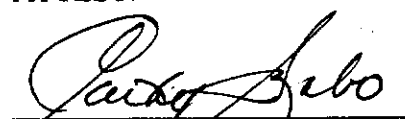
**Section 4. Effective Date.** That this Resolution shall be effective immediately upon adoption.

The Motion to adopt the foregoing Resolution was offered by Councilmember Iglesias, seconded by Mayor Singer and on roll call the following vote ensued:

Mayor Singer	<u>Aye</u>
Vice Mayor Lusskin	<u>Aye</u>
Councilmember Einstein	<u>Aye</u>
Councilmember Iglesias	<u>Aye</u>
Councilmember Paruas	<u>Out of Room</u>

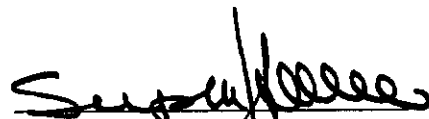
PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 21 day of June, 2005.

ATTEST:

  
\_\_\_\_\_  
CATHY SZABO  
TOWN CLERK

  
\_\_\_\_\_  
MAYOR GLENN SINGER

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY

**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 this day of November \_\_\_\_, 2005, 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, Town of Bay Harbor Islands, Bal Harbour Village, City of Coral Gables, Indian Creek Village, City of North Bay Village, City of Miami Beach, City of North Miami Beach, Miami Shores Village, City of North Miami, Town of Golden Beach, Village of El Portal, City of Aventura, City of Sunny Isles Beach, Town of Surfside, City of West Miami, City of South Miami, City of Homestead, City of Opa-Locka, Village of Pinecrest, Town of Medley, City of Miami Springs, Village of Key Biscayne, City of Hialeah Gardens, Town of Miami Lakes, Florida Department of Transportation District VI, Florida Department of Transportation Turnpike District, and the Miami-Dade County Expressway Authority.

**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 constraint 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.

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-

**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 requirements of those monitoring and sampling 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 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

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 manager 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 \_\_\_\_\_, Florida has caused this Agreement to be executed in its name by the Town Mayor or his designee, attested by the Clerk of the Town Council and has caused the seal of the Council to be hereto attached, all on the day and year first written above.

MIAMI-DADE COUNTY,  
FLORIDA, BY ITS BOARD OF  
COUNTY COMMISSIONERS Attest:

By: \_\_\_\_\_  
Clerk of the Board

By: \_\_\_\_\_  
County Manager

**ATTACHMENT "A"**

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

<b>Municipality/Agency</b>	<b>Number of Outfalls</b>	<b>Percent of Total Outfalls</b>	<b>Dollar Contribution for NPDES Co-Permittees</b>
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 Village of El Portal	9	0.2	900
6 Town of Golden Beach	40	0.9	4,050
7 City of Hialeah Gardens	5	0.1	450
8 City of Homestead	47	1.1	4,950
9 Indian Creek Village	16	0.4	1,800
10 Village of Key Biscayne	24	0.6	2,700
11 Town of Medley	1	0.1	450
12 City of Miami Beach	228	5.2	23,400
13 Miami Shores Village	36	0.8	3,600
14 City of Miami Springs	4	0.1	450
15 City of North Bay Village	54	1.2	5,400
16 City of North Miami	165	3.8	17,100
17 City of North Miami Beach	230	5.3	23,850
18 City of Opa-locka	10	0.2	900
19 Village of Pinecrest	63	1.4	6,300
20 City of South Miami	12	0.3	1,350
21 City of Sunny Isles Beach	90	2.1	9,450
22 Town of Surfside	12	0.3	1,350
23 City of West Miami	5	0.1	450
24 Uninc. Miami-Dade County*	1,986	45.4	204,300
25 FDOT District VI	590	13.5	60,750
26 FDOT Turnpike	65	1.5	6,750
27 Town of Miami Lakes	229	5.3	23,850
28 MDX	124	2.8	12,600
<b>Totals</b>	<b>4,361</b>	<b>100.0</b>	<b>\$450,000</b>

\* Includes Outfalls for Doral, Miami Gardens, and Palmetto Bay

<sup>1</sup> Total Annual Cost of County and Co-Permittees' NPDES Requirements

Revised 05/19/2005