

RESOLUTION NO. 03-153

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN CO-PERMITTEES NAMED IN NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO. FLS000003; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 403.0885, Florida Statutes, a permit was issued to Miami-Dade County (the “County”) and its participating municipalities for participation in the National Pollutant Discharge Elimination System (“NPDES”); and

WHEREAS, the Town participation in the stormwater element of the NPDES program is required under the Clean Water Act; and

WHEREAS, participation in the NPDES program will allow the Town to discharge stormwater runoffs into state owned waters as part of its stormwater management program; and

WHEREAS, the Town Council finds that it is in the best interest of the Town to approve the agreement between the Town and the County for NPDES services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above Recitals are true and correct and incorporated herein by this reference.

Section 2. Approval of Agreement. The Agreement between Miami-Dade County, other participating municipalities and the Town of Miami Lakes, attached as Exhibit "A," together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

Section 3. Authorization of Town Officials. The Town Manager and Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Amendment.

Section 4. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Amendment.

Section 5. Execution of Agreement. The Mayor is authorized to execute the Agreement on behalf of the Town.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 8th day of July, 2003.

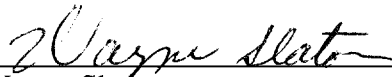
APPROVED ON CONSENT AGENDA

Motion to adopt by Collins, second by Simon.

FINAL VOTE AT ADOPTION

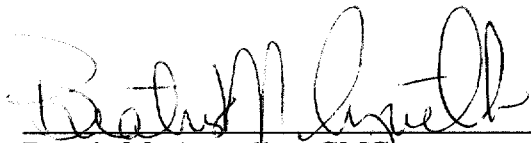
Mayor Wayne Slaton	<u>Yes</u>
Vice Mayor Roberto Alonso	<u>Yes</u>
Councilmember Mary Collins	<u>Yes</u>
Councilmember Robert Meador	<u>Yes</u>
Councilmember Michael Pizzi	<u>Yes</u>
Councilmember Nancy Simon	<u>Yes</u>
Councilmember Peter Thomson	<u>Yes</u>

Resolution No. 05-153



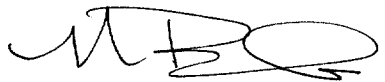
Wayne Slaton
MAYOR

ATTEST:



Beatris M. Arguelles, CMC
TOWN CLERK

Approved as to form and legality for the use
and benefit of the Town of Miami Lakes only:



Weiss, Serota, Helfman, Pastoriza, Guedes,
Cole & Boniske
TOWN ATTORNEY

Resolution No. 03.153

INTERLOCAL AGREEMENT BETWEEN CO-PERMITTEES NAMED IN NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO. FLS000003; PROVIDING FOR CONTROL OF POLLUTANT DISCHARGES BETWEEN MUNICIPAL SEPARATE STORM SEWER SYSTEMS

This Interlocal Agreement is made and entered into this _____ day of _____ 2003, by and between the Town of Miami Lakes (the "Town") and all co-permittees named in Permit No. FLS000003, Authorization to Discharge under the National Pollutant Discharge System, to provide for control of discharges from any and all municipal separate storm sewer systems that may be shared by any of the parties to this Interlocal Agreement, as required by the Environmental Protection Agency (hereinafter referred to as the "EPA"), the National Pollutant Discharge Elimination System (hereinafter referred to as the "NPDES") and the Permit Application Regulations for Storm Water Discharges Final Rule (hereinafter referred to as the "NPDES Final Rule").

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.

CITY or CITIES shall mean the following municipalities named in NPDES Permit No. FLS000003 as Co-Permittees: 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, the City of Hialeah Gardens and the Town of Miami Lakes.

COUNTY shall mean Miami-Dade County

FDOT DISTRICT shall mean the Florida Department of Transportation, District VI.

FDOT TURNPIKE shall mean the Florida Department of Transportation, Turnpike District.

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 (Attachment "A"), as may be amended from time to time and incorporated herein by this reference.

Section II **Term of Agreement**

The term of this Agreement shall commence upon the date of execution by the **COUNTY** and shall remain in effect until November 16, 2005. This agreement may be extended for multiple five (5) year terms, up to a maximum of twenty-five (25) years, upon adoption of the co-permittees of a resolution approving said extension and by approval by **FDOT DISTRICT** and **FDOT TURNPIKE**.

Section III **Purpose**

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 municipal separate storm sewer system to the municipal separate storm sewer system of another NPDES co-permittee or to the waters of the United States. This Agreement sets forth the agreement of the **CITIES**, **FDOT DISTRICT** and **FDOT TURNPIKE**, and the **COUNTY** with respect to shared responsibilities in the identification and control of discharges from one municipal separate storm sewer system to another.

Section IV **General Responsibilities**

Responsibility for Discharges The **CITIES**, **COUNTY**, **FDOT DISTRICT** and **FDOT TURNPIKE**, as co-permittees on the NPDES MS4 Permit, shall each be responsible for the control, investigation of and remedial activities relating to discharges of pollutants from within their respective 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).

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.

Notification When pollutant discharges to a shared separate storm sewer system are discovered, the **CITIES, FDOT DISTRICT, FDOT TURNPIKE** or **COUNTY**, or any or all of the aforesaid, 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 **CITY, FDOT DISTRICT, FDOT TURNPIKE** 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.

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.

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.

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 this Agreement, provided the material purposes of this Agreement can be determined and effectuated.

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.

Notices and Approval Notices, approvals, and correspondence 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
33 SW 2nd Avenue, Suite 1200
Miami, FL 33130
Attn: Department Director
305/372-6789

To Town:

Alex Rey, Town Manager
Town of Miami Lakes
6835 Main Street
Miami Lakes, Florida 33014
Telephone: (305) 558-8244
Facsimile: (305) 558-8511

With a copy to:

Nina Boniske, Town Attorney
Weiss, Serota, Helfman, Pastoriza, Guedes, Cole & Boniske, P.A.
2665 S. Bayshore Drive
Suite 420
Miami, Florida 33133
Telephone: (305) 854-0800
Facsimile: (305) 854-2323

To City:
FDOT Turnpike,
FDOT District

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 pending any legal or other similar proceedings to resolve such dispute.

Rights of Others Nothing in the Agreement expressed 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.

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.

Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The **COUNTY, CITIES, FDOT DISTRICT** and **FDOT TURNPIKE** 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.

Section V **Indemnification**

The **COUNTY, CITIES, FDOT DISTRICT** and **FDOT TURNPIKE** do hereby agree to indemnify and hold harmless each other to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the **COUNTY, CITIES, FDOT DISTRICT** or **FDOT TURNPIKE** shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the **COUNTY, CITIES, FDOT DISTRICT** or **FDOT TURNPIKE**. However, nothing herein shall be deemed to indemnify the entity from any liability or claim arising out of the negligent performance or failure of performance of the entity or any unrelated third party

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 Town of Miami Lakes, Florida has

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

_____,
Clerk of the Board

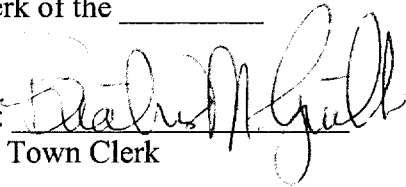
MIAMI-DADE COUNTY,
FLORIDA, BY ITS BOARD OF
COUNTY COMMISSIONERS Attest:

By: _____
Clerk of the Board

By: _____
County Manager

Clerk of the _____

Town of Miami Lakes, FLORIDA
BY ITS COUNCIL attest:

By: 
Town Clerk

By: 
Town Mayor