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OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 8(N)(1)

TO: Honorable Vice Chairwoman Audrey M. Edmonson and Members, Board of County Commissioners

DATE: December 4, 2012

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Resolution authorizing the Mayor to execute the Petroleum Products Corporation Voting Form for Additional Assessment in 2012; authorizing the payment of $63,428.21 for costs and expenses related to on-going remedial work at the Petroleum Products Corporation Superfund Site; and the use of Charter County Transportation System Surtax funds

Resolution No. R-1033-12

The accompanying resolution was prepared by the Miami-Dade Transit Department and placed on the agenda at the request of Prime Sponsor Vice Chairwoman Audrey M. Edmonson.

R. A. Cuevas, Jr.
County Attorney

RAC/smm

Memorandum

MIAMI-DADE COUNTY

Date: December 4, 2012

To: Honorable Vice Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
County Mayor

Subject: Resolution Authorizing the Mayor or the Mayor's Designee to Execute the Petroleum Products Corporation Voting Form for Additional Assessment in 2012 and Authorizing the Payment of $63,428.21 for Costs and Expenses Related to On-going Remedial Work at the Petroleum Products Corporation Superfund Site

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RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) authorize the Mayor or the Mayor's designee to execute the Petroleum Products Corporation Voting Form for Additional Assessment in 2012 and authorize a payment of $63,428.21 for costs related to the Petroleum Products Corporation Superfund Site.

This agenda item is placed for Committee review pursuant to Miami-Dade County Code Section 29-124(f). This agenda item may only be considered by the Board if the Citizens' Independent Transportation Trust (CITT) has forwarded a recommendation to the Board prior to the date scheduled for Board consideration or forty-five (45) days have elapsed since the filing with the Clerk of the Board of this agenda item. If the CITT has not forwarded a recommendation and forty-five (45) days have not elapsed since the filing of this agenda item, I will request a withdrawal of this item.

SCOPE

This payment does not affect any area of Miami-Dade County (County). The Petroleum Products Corporation Superfund Site is located in Broward County.

FISCAL IMPACT/FUNDING SOURCE

The payment of $63,428.21 will be funded by Miami-Dade Transit (MDT) Operating funds.

TRACK RECORD/MONITOR

Hugh W. Chen, MDT, Deputy Director for Operations, will monitor this matter. The vendor, Petroleum Products Corporation, closed operations in 1985.

BACKGROUND

In the early 1990s, the United States Environmental Protection Agency (EPA) identified the County as a potentially responsible party under the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 (commonly referred to as the Superfund) for environmental responsibilities at the Petroleum Products Corporation site in Broward County. The site, located at 3130 SW 19 Street in Pembroke Park, Florida, operated from the late 1950s to 1985 as a used oil refinery and then as a fuel blending and reprocessing facility. Petroleum Products Corporation allegedly discharged petroleum products, and possibly other contaminants, to the ground at the Site. MDT was allegedly one of many liquid waste generators whose waste oil was disposed there, as well as other contributing entities including Publix Super Markets, Inc., Goodyear Tire & Rubber Co., Baptist Hospital and the Cities of Miami and Miami Beach.

In order to minimize Miami-Dade County's liability to the EPA for costs to conduct the environmental site cleanup, Miami-Dade County signed the Petroleum Products Corporation Amended Participation Agreement in 1993 (Attachment A). Under the Amended Participation Agreement, additional funding assessments must be approved by 75% of the Cooperating Parties (Attachment A, page 3, "Additional Assessments"). The Cooperating Parties' funding contributions are based on the alleged gallons of waste petroleum products disposed at the Petroleum Products Corporation Superfund Site, with the County's share assessed at 23.49% of the Cooperating Parties' total obligation (Attachment B).

The County made an initial contribution of $94,133 into the trust account in 1993. Because most of the remediation costs have been eligible for payment under the State Petroleum Cleanup Program, no further payment assessments were requested of the County until 2010. Since that time, the County has received notices of two additional assessments, both in the amount of $63,423 (the County's pro rata share of total assessment) to cover remediation costs not eligible for payment under the State program. The County paid the first assessment in March of 2011. In July 2012, the County received notice of an additional assessment to fund the on-going environmental cleanup at the Petroleum Products Corporation Superfund Site (Attachment C).

Regarding the on-going environmental remediation at the Petroleum Products Corporation Superfund site, the EPA originally divided the site cleanup into three Operable Units. Operable Unit 1 would address the free floating oil in groundwater, Operable Unit 2 would address contaminated soils and Operable Unit 3 would address groundwater contamination. In December 1991, the Operable Unit 1 remedy was implemented, first using groundwater extraction and treatment then later removing free floating oil through a combination of enhanced biological activity to release oil from soils and vacuum extraction to remove the oil. These activities are performed by the Cooperating Parties' on-site contractor, Environmental Consulting Technology.

For Operable Unit 2, the EPA is currently conducting further assessment of the extent of soil contamination. The EPA's September 2012 Status Report shows that a Record of Decision is scheduled for mid-2014 that will select the remedy for contaminated soils. Without a selected remedy at this time, future cleanup costs and a timetable cannot be estimated. Finally, for Operable Unit 3, the EPA is also conducting further assessment of groundwater contamination at the site and the September 2012 Status Report did not provide a timeline for the Operable Unit 3 Record of Decision.

In accordance with the Amended Participation Agreement signed in 1993, the County is legally obligated to fund the environmental clean-up of the Petroleum Products Corporation Superfund Site. Therefore, it is recommended that the Board authorize the Mayor or his designee to execute the Petroleum Products Corporation Voting Form for the additional assessment in 2012 and authorize a payment of $63,428.21 for costs related to the Petroleum Products Corporation Superfund Site.

Alina T. Hudak
Deputy Mayor

MEMORANDUM
(Revised)

TO: Honorable Vice Chairwoman Audrey M. Edmonson and Members, Board of County Commissioners

DATE: December 4, 2012

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(N)(1)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(N)(1)
12-4-12

RESOLUTION NO. R-1033-12

RESOLUTION AUTHORIZING THE MAYOR OR THE MAYOR'S DESIGNEE TO EXECUTE THE PETROLEUM PRODUCTS CORPORATION VOTING FORM FOR ADDITIONAL ASSESSMENT IN 2012; AUTHORIZING THE PAYMENT OF $63,428.21 FOR COSTS AND EXPENSES RELATED TO ON-GOING REMEDIAL WORK AT THE PETROLEUM PRODUCTS CORPORATION SUPERFUND SITE; AND THE USE OF CHARTER COUNTY TRANSPORTATION SYSTEM SURTAX FUNDS

WHEREAS, the United States Environmental Protection Agency (EPA) identified Miami-Dade County, as well as numerous other potentially responsible parties, under Section 107 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA or Superfund) for environmental responsibilities at the Petroleum Products Corporation (PPC) Site; and

WHEREAS, in 1993, the County entered into a Petroleum Products Corporation Amended Participation Agreement with the other "Cooperating Parties" to jointly address the required remediation of contamination at the PPC site; and

WHEREAS, the Cooperating Parties are required to contribute such additional funds on the basis of each Cooperating Party's alleged volumetric contribution of waste liquids to the site, with the County's share being 23.49% of the total; and

WHEREAS, in July 2012 the County received notice of an additional assessment in the amount of $63,428.21 for its pro rata share of costs and expenses related to the ongoing cleanup efforts at the PPC site; and

WHEREAS, this board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby authorizes the Mayor or the Mayor's designee to pay the County's current alleged assessment under the Petroleum Products Corporation Amended Participation Agreement for costs and expenses related to the Petroleum Products Corporation Superfund Site in the amount of $63,428.21.

The foregoing resolution was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Audrey Edmonson** and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Vice Chairwoman **aye**

Bruno A. Barreiro	**aye**	Lynda Bell	**absent**
Esteban L. Bovo, Jr.	**absent**	Jose "Pepe" Diaz	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Rebeca Sosa	**aye**	Sen. Javier D. Souto	**absent**
Xavier L. Suarez	**aye**	Juan C. Zapata	**aye**

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of December, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Hugo Benitez

ATTACHMENT A

COUNTY ATTORNEY
METROPOLITAN DADE COUNTY, FLORIDA

SUITE 2810
METRO-DADE CENTER
111 N.W. 1st STREET
MIAMI, FL 33128-1993
(305) 375-5151
FAX (305) 375-5634

August 13, 1993

Matthew P. Coglianese, Esquire
Coll Davidson Carter
Smith Salter & Barkett
3200 Miami Center
201 South Biscayne Blvd.
Miami, FL 33131-2312

Re: Petroleum Products Corporation Superfund Site

Dear Matt:

Enclosed please find the executed Amended Participation Agreement and Amended Preliminary Funding Agreement regarding the above-referenced Superfund site. Also enclosed are the two checks required per the agreements.

I look forward to working with you in this matter.

Best regards,

Robert A. Duvall
Assistant County Attorney

RAD/fp
Enclosures

AUG 13 1993

Amended Participation Agreement

This Amended Participation Agreement is entered into by Cooperating Parties at the Petroleum Products Corporation ("PPC") Superfund site located at 3130 Southwest 19th Street, Pembroke Park, Broward County, Florida ("the Site") as of February 8, 1993.

The premises for this Participation Agreement are:

A. The Environmental Protection Agency ("EPA"), charged with enforcement of the federal Superfund law, determined in an Interim Record of Decision dated October 5, 1990, that the Biscayne Aquifer located beneath the Site has been damaged and that remedial action must be taken. EPA was primarily seeking the removal of free product from the aquifer through what EPA calls Operable Unit #1.

B. EPA is planning additional operable units for the Site, the costs of which are currently estimated to range approximately between $2 million and $40 million.

C. Cooperating Parties have been identified as potentially liable persons to the United States under the federal Superfund law for damages at the Site. Some Cooperating Parties, along with other persons, received a Special Notice Letter from EPA under Section 122 of the federal Superfund law, giving them the option of implementing OU#1 by entering into a Consent Decree approved by the United States District Court for the Southern District Court of Florida binding them to conduct the work required to complete OU#1, or facing litigation by the United States for damages incurred by the United States in implementing OU#1. Other Cooperating Parties were identified by the United States subsequent to the issuance of Special Notice Letters and received a General Notice Letter from the United States identifying them as potentially responsible parties for damages associated with the Site.

D. Some of the Cooperating Parties who received Special Notice Letters entered into a Consent Decree. Each such Cooperating Party individually decided to execute the Consent Decree which EPA required Cooperating Parties to sign in order to conduct OU#1, in lieu of the litigation threat that accompanied EPA's Notice Letters. As a result, these Cooperating Parties are required to implement a Scope of Work prepared by EPA to carry out the tasks required to complete OU#1 ("the Work").

D. Some of the PRPs who received General Notice Letters have decided to become Cooperating Parties in an effort to

minimize their liability to the United States for damages and to minimize their transactions costs with respect to this Site.

E. Cooperating Parties believe that controlling the conduct of OU#1 will reduce the present and future damages claims of the United States and will mitigate the potential for additional damage to the aquifer.

F. Cooperating Parties believe that controlling implementation of OU#1 will enable them to minimize or significantly reduce the costs of future operable units.

G. The Site has qualified for reimbursement of certain remedial action expenses from the Inland Protection Trust Fund (IPTF), created by the Florida Legislature under Chapter 376, Florida Statutes. The State of Florida Department of Environmental Regulation administers the IPTF. By working together, Cooperating Parties hope to obtain the maximum amount of reimbursement for their work from the IPTF.

H. Cooperating Parties recognize that past data gathering efforts by EPA have not fully delineated soil or groundwater impacts at the Site and that such information will be required as part of Operable Units #2 or 3. By working together, Cooperating Parties hope to minimize the cost of such work.

I. A Work Plan for the conduct of OU#1 and to meet additional data needs has been approved by EPA. By implementing this Work Plan successfully, Cooperating Parties hope to complete remedial design tasks that will permit a cost effective remedy to be implemented at the Site.

J. Numerous other PRPs have been identified by the United States as liable parties but have chosen not to participate with Cooperating Parties. Cooperating Parties have claims against such recalcitrant PRPs under the federal Superfund law. They further recognize that their cooperation with each other and the United States should be taken into account by the district court in allocating responsibility for damages associated with the Site. By working together, Cooperating Parties believe they can minimize their costs of pursuing recalcitrant PRPs.

K. An allocation formula has not yet been prepared for the Site. By working together, Cooperating Parties have demonstrated a commitment to develop such a formula and to reallocate contributions made under this Agreement according to such reallocation.

L. In entering into this Agreement, Cooperating Parties do not admit that they have any liability under the federal

Superfund law, state law, or the common law, for the damages claims of the United States or the claims of any other person. To the contrary, they specifically deny any such liability. Rather, their interest is in establishing a sensible framework for a large group of parties to perform the Work in a cost-effective manner, consistent with the terms of the Consent Decree, and to cooperate among themselves in this effort to achieve the goals set forth above.

In consideration of the premises, mutual covenants and conditions herein contained, Cooperating Parties, therefore, agree as follows:

1. Payments

Each Cooperating Party shall pay into trust the amount appearing on Exhibit A attached to this Agreement within 30 days of the execution of this Agreement. Payments shall be made to the Coll Davidson Carter Smith Salter & Barkett P.A. PPC OU#1 Trust Account, unless otherwise agreed to by the Cooperating Parties. These funds shall be referred to as the "PPC OU#1 Trust Fund." Funds ("OU#1 Funds") contributed by each Cooperating Party shall be used for any purpose necessary to meet the obligations or needs of the Cooperating Parties under this Agreement, including the conduct of OU#1 under the terms of the Consent Decree, satisfaction of administrative needs of the Cooperating Parties, completion of applications for reimbursement from the IPTF, payment of Future Response Costs (as defined in the Consent Decree), and, should they be imposed, payment of stipulated penalties.

2. Project Coordinator

Cooperating Parties may designate one or more persons to administer OU#1 Funds on behalf of Cooperating Parties ("Project Coordinator"). Such coordinators may be employees or agents of the Cooperating Parties. Subject to the determination of the Cooperating Parties, they may be given the authority to direct and to manage the compliance by Cooperating Parties with the Consent Decree, retain consultants to do the Work, approve disbursements of OU#1 Funds for the Work, call meetings and make periodic reports to Cooperating Parties on the progress of the Work, the status of OU#1 Funds, and the status of applications for reimbursement from the IPTF.

3. Additional Assessments

In the event that additional assessments are required to complete the Work or to conduct other work approved by

Cooperating Parties under this Agreement, seventy-five percent (75%) of the voting power represented at the time of the vote is required to approve such additional assessments. Once approved, Cooperating Parties shall contribute additional funds according to the formula and schedule and subject to the limitations set forth in Exhibit B. Cooperating Parties acknowledge that agencies of the Department of Defense that become Cooperating Parties may have to consent to additional assessments before they may be imposed on such Parties.

4. Reimbursement

Upon the receipt of funds from the IPTF, reimbursement to Cooperating Parties of funds that they have contributed shall be made in accordance with the formula set forth in Exhibit C.

5. Reallocation

Cooperating Parties will prepare an allocation of responsibility by which they will reallocate the amounts paid by them under this Agreement. Such a reallocation shall be retroactively applied to costs under this Agreement, and shall apply prospectively to any future costs to be incurred under this Agreement. Reallocation by agreement among Cooperating Parties must be by unanimous agreement and must occur by the date set by EPA for the execution of a consent decree related to any future operable units at the PPC site. If unanimity cannot be obtained, dissenting Cooperating Parties shall be excluded from reallocation, including reallocation involving federal governmental agencies (such as Department of Defense Agencies) or quasi-agencies (such as the United States Postal Service), and all other Cooperating Parties will implement the reallocation. Any reallocation shall be set forth in writing either as a modification to this Agreement or as a superseding agreement, and shall set forth credits and debits to adjust amounts paid or received by each Cooperating Party under this Agreement. Within thirty (30) days of the execution of such reallocation agreement, the Cooperating Parties shall make such payments to each other as are set forth in such reallocation agreement. The parties set forth on Appendix E and any Cooperating Party that dissents from reallocation are not subject to this paragraph without prejudice to any rights or claims that the remaining Cooperating Parties may have against them.

6. Additional Cooperating Parties

Additional parties may become signatories to this Agreement upon such conditions as may be determined by the Cooperating Parties. Each such additional party shall execute this Agreement,

and shall simultaneously pay into the Trust holding OU#1 Funds the amount agreed to by the additional party and the Cooperating Parties. Exhibit A shall be amended to reflect the contribution of the additional party.

7. Federal Cooperating Parties

Cooperating Parties may enter into an agreement with agencies of the Department of Defense, or other federal agencies, to allow their participation with Cooperating Parties in the joint funding of OU#1 or other work conducted under this Agreement. Cooperating Parties may designate a person to execute such an agreement as their authorized representative. Contributions made by agencies of the Department of Defense, or other federal agencies, shall be shown on Exhibit A and shall be taken into account for other purposes under this Agreement as if these agencies were signatories to this Agreement.

8. Decisions of Cooperating Parties

Cooperating Parties shall endeavor to reach a consensus on any decision that must be made by Cooperating Parties under this Agreement or to satisfy the terms of the Consent Decree. To the extent that a consensus cannot be reached, each Cooperating Party shall have a vote equal to the percentage of the Cooperating Party's actual dollar contribution to OU#1 Funds divided by the total OU#1 Funds received ("voting power"), as of the time of vote. No Cooperating Party may vote unless all contributions required of the Cooperating Party have been paid as of the time of the vote. Thirty percent of the eligible voting power, in person or by proxy, shall constitute a quorum. Except as otherwise provided in this Agreement, a majority vote of the voting power represented at the time of the vote is required to decide issues put to a vote by Cooperating Parties.

9. Meetings

Cooperating Parties may authorize actions under this Agreement at meetings. Such meetings shall be held from time to time in person or by telephone conference. Meetings may be called by counsel that may be retained by the Cooperating Parties, or by, at least, six Cooperating Parties, or, if one is named, by a Project Coordinator. When feasible, a meeting will be held after, at least, five days notice to all Cooperating Parties, although meetings may be held on less notice where necessary. Notices of a meeting may be made by telephone, mail, facsimile transmission, or overnight delivery. Cooperating Parties may also authorize actions upon written votes without a meeting after

all Cooperating Parties have been notified of the issue requiring a decision.

10. Cooperation

Each Cooperating Party will cooperate with each other to facilitate the completion of the Work in a timely and cost-effective manner. Each Cooperating Party shall execute an assignment of rights to reimbursement from the IPTF attached hereto as Exhibit D in order to permit the DER to make reimbursement to the Cooperating Parties' PPC OU#1 Trust Fund and shall execute whatever applications for reimbursement or other documents might be required by the DER to facilitate prompt reimbursement by the DER.

11. Committees

Cooperating Parties may form committees as they see fit to carry out the purposes of this Agreement.

12. Documents

Documents generated under this Agreement shall be maintained at a place determined by the Cooperating Parties. Cooperating Parties shall each have access to such documents.

13. Denial of liability

Nothing in this Agreement is intended, or shall be construed to be, an admission by any Cooperating Party as to any fact or law, or an estoppel or a waiver of defenses, cross-claims, or third-party claims which may be asserted by any Cooperating Party should any litigation ever result, involving the Site. Participation in this Agreement shall not be presumptive of or used as evidence of the liability or apportionment of liability, if any, for any costs associated with the Site.

14. Privilege and Nondisclosure

This Agreement is a confidential joint defense undertaking and shall not be disclosed to nonsignatories without consent of the Cooperating Parties, unless ordered to do so by a court or otherwise required by law, or unless necessary to enforce its terms. If this document is requested of a Cooperating Party in discovery proceedings in future litigation, the Cooperating Party shall assert a claim of privilege.

15. Successors and Assigns

This Agreement shall be binding upon the successors and assigns of the Cooperating Parties. No assignment or delegation of the obligation to make any payment or reimbursement hereunder will release the assigning Cooperating Party without the prior written consent of the other Cooperating Parties.

16. Allocation in the Event of Default

A majority of the voting power of Cooperating Parties shall have the authority to declare any Cooperating Party to be in default under this Agreement where said Member has failed to satisfy any obligation in a timely manner. The unpaid balance of any defaulting Cooperating Party's share will be assessed according to the formula set forth in Exhibit B (without waiving any rights such Cooperating Parties may have against the defaulting Cooperating Party or its successors or assigns). Subject to the provisions of Paragraph 5 and Exhibit C of this Agreement, a defaulting Cooperating Party is not entitled to the return of any funds paid under this Agreement. If the payment set forth on Exhibit A has been paid by the defaulting party, a defaulting party (a) shall not be liable for breach of this Agreement for failure to pay additional assessments approved by Cooperating Parties under Paragraph 3 without prejudice, however, to the claims of Cooperating Parties against such defaulting party under the Superfund law or any other statute, the common law, or the Consent Decree, and (2) shall lose any protections afforded such defaulting party under this Agreement or the Consent Decree.

17. Waiver and Release of Liability

No Cooperating Party or its representative, nor any person or entity authorized to act on behalf of Cooperating Parties, shall be liable to any Cooperating Party for any claim, demand, liability, cost, expense, legal fee, penalty, loss or judgment incurred or arising as a result of any acts or omissions taken or made pursuant to this Agreement. Nothing in this Agreement shall constitute a waiver or release of any contribution or indemnification claim or potential claim by one Cooperating Party against any other Cooperating Party. This paragraph shall survive the termination of this Agreement.

18. Notice

All notices, bills, invoices, reports, and other communications with a Cooperating Party shall be sent to the representative designated by the Cooperating Party beneath the Cooperating Party's signature at the end of this Agreement. Each Cooperating

Party shall have the right to change its representative upon ten (10) days written notice to a Project Coordinator or to any other person designated by Cooperating Parties to receive such information.

19. Effective Date

The effective date of this Agreement shall be the date first stated above.

20. Termination

This Agreement shall terminate upon the termination of the Consent Decree or the implementation of Paragraph 5, whichever occurs later.

21. Amendments

This Agreement may be amended only by unanimous agreement of the Cooperating Parties.

22. Severability

If any provision of this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

23. Entire Agreement

This Agreement constitutes the entire understanding of the Cooperating Parties with respect to its subject matter and supersedes all prior agreements or understandings, whether oral or written, among or between Cooperating Parties.

24. Applicable Law

For purposes of enforcement or interpretation of the provisions of the Agreement, Cooperating Parties agree that the laws of the State of Florida shall be applicable, and further agree not to contest personal jurisdiction in the State Court of Florida located in Dade or Broward County, Florida or the United States District Court located in the Southern District of Florida with respect to litigation brought for such purposes.

25. Separate Documents

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

26. Nature of Agreement

Nothing herein shall be deemed to create a partnership or joint venture and/or principal and agent relationship between or among the Cooperating Parties.

27. Periodic Accounting Reports

Cooperating Parties will cause periodic accounting reports to be rendered on the handling and disbursement of funds contributed under this Agreement.

28. Waiver of Conflict of Interest

With respect to common counsel for Cooperating Parties, each Cooperating Party agrees that: (1) it will not claim or assert that, based solely on such counsel's past or present representation of a Cooperating Party, said counsel has a conflict of interest in performing legal services for Cooperating Parties; (2) it will not claim or assert that, based solely on said counsel's representation of Cooperating Parties under the terms of this Agreement, said counsel has a conflict of interest in connection with any representation of any other person or entity in any other matter involving a Cooperating Party; (3) it will not claim or assert that, based solely on said counsel's representation of Cooperating Parties, said counsel has a conflict of interest in any future representation of any person or entity unless the subject matter relating to said representation arises out of or is connected to the PPC Site and involves or could involve any facts or information obtained from the Cooperating Party during the term of this Agreement; (4) in the event that any conflict develops in the performance of work by said counsel for Cooperating Parties as a whole and the legal services authorized by any Cooperating Party that has retained that counsel, the Cooperating Party consents to that counsel's continued performance of the work for the Cooperating Parties as a whole.

29. Execution of Consent Decree

If a Cooperating Party that is not yet a signatory wishes to execute the Consent Decree, Cooperating Parties agree that they will use their best efforts to arrange with the United States for a mechanism by which such Cooperating Parties may do so. With respect to any Cooperating Party that chooses not to execute the Consent Decree, Cooperating Parties will advise EPA in an appropriate manner of the cooperation and commitment of the parties to the fair resolution of environmental and allocation issues related to the Site. Cooperating Parties who do not execute the Consent Decree are entitled to contribution protection to the

same extent as that received by Cooperating Parties who are signatories, provided that they are not defaulting parties under Paragraph 16 or dissenting parties under Paragraph 5.

IN WITNESS WHEREOF, the Cooperating Parties hereto, which may be by and through their appointed counsel, enter into this Agreement as of the date first written above. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter in this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Dated: 7-19-95

Cooperating Party: Dennis I. Carter

By: Dennis I. Carter
Assistant County Manager
(Name and Title)

Designated Representative For Receipt of Notice and Invoices:

Name: Robert A. Durham, Asst. Co. Atty

Address: Metro-Dade Cont Center, Suite 2810
111 N.W. 1st Street
Miami, FL. 33128

Telephone Number: 375-1311

Facsimile Number: 375-5611

Exhibit A (Amendment 2)

Cooperating Party	Amount
Unconditional Cooperating Parties*	
Action Hydraulics	$ 18,133.34
Asplundh	$ 18,133.34
Baptist Hospital	$ 18,133.34
Blaylock Oil Company	$ 18,133.34
Bridgestone/Firestone	$ 18,133.34
Carolina Freight	$ 18,133.34
Chevron - For Kewanee Ind's.	$ 18,133.33
City of Fort Lauderdale	$ 18,133.34
City of Hialeah	$ 18,133.34
City of Homestead	$ 18,133.34
City of Miami	$ 18,133.33
City of Miami Beach	$ 18,133.34
City of Miramar	$ 18,133.34
City of Sunrise	$ 18,133.34
Coastal Fuels Marketing	$ 18,133.34
CSX Transportation, Inc.	$ 18,133.34
Dade County School Board	$ 18,133.34
DeVoe Cadillac	$ 18,133.34
Florida Dept. of Transportation	$ 18,133.34
Florida Power & Light Co.	$ 18,133.34
General Motors Corp.	$ 18,133.34
General Tire Corporation	$ 18,133.34
Goodyear Tire & Rubber Co.	$ 18,133.34
Great Lakes Dredge	$ 18,133.34
Gulfstream Motors	$ 18,133.34
Harbor Chrysler-Plymouth	$ 18,133.34
Hertz Corporation	$ 18,133.34
ITT Corporation	$ 18,133.34
J. I. Case	$ 18,133.34
K-Mart Corporation	$ 18,133.34
McArthur Dairy, Inc.	$ 18,133.34
Merrill-Stevens DryDock Company	$ 18,133.34
Miami Herald	$ 18,133.34
Miami Lincoln-Mercury	$ 18,133.34
Palm Beach County	$ 18,133.34
Pembroke Park WHses/Filmore	$ 18,133.34
Petroleum Products Corp.	$ 18,133.34
Powell Motors	$ 18,133.34
Publix Super Markets, Inc.	$ 18,133.34
Purolator Courier Corp./Emery	$ 18,133.34
Racal Data Communications	$ 18,133.34
Ricky's Oil Service	$ 18,133.34
Rybovich Group: (1/3 each)	

Rybovich Corp.	$ 6,044.44
Fisher Marina, Inc.	$ 6,044.44
Rybovich & Sons Boat	$ 6,044.44
Ryder Truck Rental	$ 18,133.34
Safety-Kleen Corp.	$ 18,133.33
Southern Wire Cloth Co.	$ 18,133.32
TJX Companies	$ 18,133.34
Tropical Shipping	$ 18,133.34
U.S. Cold Storage	$ 18,133.34
Waldron's Tank Service	$ 18,133.34
York International Corp.	$ 18,133.34

RECEIPTS FROM FEDERAL SETTLING AGENCIES

Air Force	$ 18,133.34
U.S. Coast Guard	$ 18,159.03
Dept. of Navy	$ 18,133.34

Conditional Cooperating Parties

Miami Shores Village	$5,000.00
Rich Motors, Inc.	$5,000.00
Town of Golden Beach	$5,000.00
Total Receipts 5/31/93	$ 994,225.98

* An Unconditional Cooperating Party is one which has made a contribution equal to the per capita contribution level of $18,133.34.

** Each member of the Rybovich Group will contribute one-third of the per capita contribution level and shall each have a voting power equal to the percentage of their individual contribution divided by the budget total.

Exhibit B (Amendment 1)

Subject to the limitations below, the formula for additional assessments by the Cooperating Parties is as follows:

1. Seventy-five percent (75%) of the voting power represented at the time of the vote is required to approve additional assessments and their amount.

2. Each Cooperating Party shall then pay into the RFC OU#1 Trust Fund an amount equal to the product derived by multiplying the percentage determined by dividing the contribution of the Cooperating Party by the total funds contributed, both as shown on Exhibit A, by the amount of the assessment.

3. If reallocation has first occurred pursuant to Paragraph 5 of the Agreement, then the allocation applicable under Paragraph 5 shall be the percentage used for each Cooperating Party's share of an additional assessment.

4. Payments shall be made within 14 days after the assessment is approved by the Cooperating Parties under Paragraph 3 of the Agreement.

5. In the event that a Cooperating Party is declared in default under Paragraph 16 of the Agreement, the remaining Cooperating Parties shall pay their proportionate share of the defaulting Cooperating Party's share within 14 days after the declaration of default.

6. The following limitations apply to the application of this formula. First, because of their potential inability to pay additional assessments, they shall not be imposed on the Town of Golden Beach, Miami Shores Village, Inc., or Rich Motors, without their approval. Second, additional assessments that raise the per capita contribution level above $25,000 ($18,133.34 in the case of Dade County Schools) shall not apply to the City of Hialeah, City of Homestead, City of Miami, City of Miami Beach, City of Miramar, City of Sunrise, Dade County Schools, State of Florida Department of Transportation, or Palm Beach County without their approval, with the understanding that such entities will address such additional assessments in good faith. In the event that an Unconditional Cooperating Party elects not to make additional assessments approved under this Agreement, such party shall become a Conditional Cooperating Party in Exhibit A, and will be in default under this Agreement.

Exhibit C

Reimbursement to Cooperating Parties of monies received from the Inland Protection Trust Fund shall be as follows:

1. Monies shall be deposited into the PPC OU#1 Trust Fund.

2. Before reallocation under Paragraph 5, eighty percent (80%) of the monies shall be disbursed to the Cooperating Party or Parties which have contributed the largest sum to the PPC OU#1 Trust Fund in equal amounts until the sums contributed by such Cooperating Party or Parties are equal to the next lowest contributor, and so on until all of the monies are disbursed. After reallocation, the monies shall be disbursed to the Cooperating Parties in proportion to the contribution made by such Cooperating Parties.

3. The Cooperating Parties currently anticipate phased reimbursements. Hence, the procedure outlined in Paragraph 2 of Exhibit C shall be followed for each reimbursement event: 20% shall be retained and 80% shall be distributed, gradually reducing the contributions of the largest Cooperating Party contributors to the level of the smallest contributors, or, if reallocation has been completed, disbursing funds in proportion to the contribution made by each Cooperating Party.

4. Following completion of OU#1 or the termination of this Agreement, whichever comes first, the 20% retainage will be distributed in proportion to each Cooperating Party's then existing share of OU#1 Funds contributed by the then remaining Cooperating Parties.

5. Monies reimbursed for expenses incurred solely by Petroleum Products Corporation shall be paid to Petroleum Products Corporation.

Exhibit D

Metropolitan Dade County assigns to the PPC OU#1 Trust Fund its rights to or interest in the reimbursement of monies from the Inland Protection Trust Fund for expenses incurred by Cooperating Parties in implementing Operable Unit #1 under a Consent Decree with the Environmental Protection Agency. This assignment is made to permit the Department of Environmental Regulation of the State of Florida to make reimbursement payments to Cooperating Parties as a whole through the PPC OU#1 Trust Fund. Undersigned waives any rights it may have against the DER to receive payment directly. Undersigned party acknowledges that DER will rely on this assignment and waiver in order to make payment directly to the PPC OU#1 Trust Fund.

Cooperating Party

By: Dennis L. Carter
Assistant County Manager

Dated: 7-14-93

Exhibit E

The following parties are not subject to reallocation under Paragraph 5 of the Agreement without prejudice to the rights or claims that the remaining Cooperating Parties may have against them:

The Town of Golden Beach

Miami Shores Village, Inc.

Rich Motors, Inc.

Exhibit F

Authorization to Convert PPC OU#1 Trust Fund

To an Interest Bearing Account

On behalf of METROPOLITAN DADE COUNTY, I want to convert the PPC OU#1 Trust Fund to an interest bearing account. I understand that any interest earned will remain with the Trust Fund but that the interest income will be apportioned according to the percentage share of the total of the Fund contributed by each entity contributing to the Trust Fund. A 1099 form or similar document identifying the interest earned shall be sent to the following person or department (please type of print neatly):

DENNIS I. CARTER
ASSISTANT COUNTY MANAGER
METRO-DADE COUNTY
METRO-DADE CENTER
111 N.W. FIRST STREET
MIAMI, FL 33128

The applicable Federal Tax Identification Number is:

59-6000-573

Name of Cooperating Party or Settling Federal Agency

Dennis I. Carter

By: Dennis I. Carter
County Manager
(Authorized Representative)

Date: 7-19-95

PETROLEUM PRODUCTS CORPORATION
SUPERFUND SITE

AMENDED PRELIMINARY FUNDING AGREEMENT

1. This agreement is entered into among some of the entities or persons ("Participating Parties") which the U.S. Environmental Protection Agency ("EPA") has notified may be potentially responsible to EPA on EPA's damages claim for response costs incurred at the Petroleum Products Corporation ("PPC") site in Pembroke Park, Florida.

2. Each Participating Party agrees to contribute, and hereby does contribute, the sum of FOUR THOUSAND AND 00/100 DOLLARS ($4,000.00) by check made payable to the Coll Davidson Carter Smith Salter & Barkett, P.A. Trust Account. This sum will be used to pursue activities of common interest to the Participating Parties. These activities may include the following:

a. Providing analysis and comment on plans for response actions at the PPC site proposed by EPA or the Florida Department of Environmental Resources ("FDER");

b. Investigating and notifying other parties who are potentially responsible for response costs incurred at the PPC site;

c. Analyzing the extent to which funds available under the Florida Early Detection Incentive program may be used to reimburse response costs at the PPC site; and

d. Undertaking such other activities as the Participating Parties may authorize.

3. Decisions regarding the expenditure of funds contributed by the Participating Parties shall be made by majority rule, either in writing or orally.

4. Activities undertaken pursuant to this agreement are in defense of claims that may be asserted by EPA or FDER, and such activities are subject to the privilege of joint defense and all other applicable privileges.

5. Entry into this agreement shall not be construed as an admission of law or fact. Each Participating Party reserves all rights, claims, and defenses it may have, including those with respect to other Participating Parties.

6. Any Participating Party may freely withdraw from this agreement; however, any party that so withdraws shall not be entitled to reimbursement of any funds contributed pursuant to this agreement.

7. This agreement may be executed in separate parts, each of which together shall constitute a single agreement.

Signature

DENNIS I. CARTER, Asst County Mgr.
Name (Printed) and Title

METRO DADE COUNTY
Company or Person Represented

7-19-93
Date

20

Privileged and Confidential
Joint Defense Communication

ATTACHMENT B

Petroleum Products Superfund Site
Broward County, Florida
Current Allocation Information, November 2010

Generator Group Member Name	Individual Volume (gal)	% of Group Volume
Anthony Abraham Chevrolet	60,000	1.17%
Avis Inc	27,915	0.55%
Bill Ussery Motors	104,000	2.04%
Bridgestone/Firestone	147,866	2.89%
Broward County	214,050	4.19%
Broward Truck	72,300	1.42%
Chevron/Bruning Paint	69,717	1.36%
City of Miami	83,055	1.63%
Cliff Berry Co	44,250	0.87%
Coastal Fuels	294,893	5.77%
Connor Brown Cadillac	383,000	7.50%
CSX Transport	181,579	3.56%
Dade County	1,199,885	23.49%
Ed Morse Chevrolet	103,200	2.02%
Exxon/Mobil	47,160	0.92%
Florida Power & Light	364,775	7.14%
Ft. Lauderdale Lincoln Mercury	91,900	1.80%
Goodyear	171,101	3.35%
Greenstein Trucking	21,630	0.42%
Greyhound	482,500	9.45%
Hollywood Chrysler Plymouth	8,880	0.17%
Hollywood Lincoln Mercury	58,200	1.14%
Miami Lincoln Mercury	75,660	1.48%
Pompano Lincoln Mercury	60,075	1.18%
Ryder Truck Rental	148,954	2.92%
Safety Kleen	306,900	6.01%
Sears	188,468	3.69%
South Motors	15,080	0.30%
Steve Moore/Benz Chevrolet	7,600	0.15%
Tropical Chevrolet Inc	47,925	0.94%
Wallace Ford/Truck	25,130	0.49%
Total:	5,107,648	100.00%

ATTACHMENT C

SHOOK, HARDY & BACON L.L.P.

MEMORANDUM

Privileged and Confidential
Joint Defense Communication

To: Petroleum Products Corporation NPL Site PRP Group

Date: July 31, 2012

From: John M. Barkett, Esq. (305-960-6931) (jbarkett@shb.com)
John J. McNally, Esq. (305-960-6927) (jmcnally@shb.com)
M. Camila Tobón, Esq. (305-960-6905) (mtobon@shb.com)

Re: Petroleum Products Corporation Superfund Site

This is a status update following our February 2012 memorandum. Based on recent on-site work by the Environmental Protection Agency (EPA) to further assess site conditions relative to the selection of an overall site remedy, as well as further discussions with representatives for the Federal Agencies, it has become necessary to raise additional funds to cover group costs and expenditures. This is explained more fully below.

We propose a group call on Monday, August 20, at 2pm to address any questions you may have. To participate please dial: Toll Free: 800-394-7219 / Participant Passcode: 847793

Financial Status. We continue to use best efforts to coordinate site work with EPA and the Florida Department of Environmental Protection (FDEP) to most fully obtain the appropriate level of coverage of site clean-up costs through the FDEP petroleum pre-approval Program. Other than performance of site assessment and remedial action work covered by the program, there are associated ongoing costs related to overall project and group coordination that are not eligible for payment through the Program. These include EPA oversight costs, the bills of our project coordinator, *de maximis, inc.*, our onsite contractor, ECT, and our firm concerning coordination and oversight of the site clean-up, efforts to maximize State funding for ongoing remedial action work, and coordination of site matters on behalf of the Group. In addition, a large amount of time has been spent responding to the requests of the new Department of Justice attorney acting on behalf of the federal PRPs as discussed below.

Group Trust Accounts. As of June 30, 2012, the Group trust accounts held a combined balance of $76,312.44.

Special Account at EPA. There is a Special Account at EPA that was created using the monies collected from the de minimis settling parties. The group does not have access to those funds but

they will become instrumental in the negotiations over a future consent decree. As of May 21, 2012, the Special Account at EPA held $9,315,928.98. Most recently, EPA has utilized these funds to perform additional on-site assessment work through an interagency agreement with the U.S. Army Corps of Engineers (USACOE). After performing the work, the agencies utilized funds from the Special Account to pay for these activities.

Recommended Interim Assessment for 2012. There was an assessment in 2010 to raise $300,000 to cover group expenses for what was anticipated to be completed in the next 2-4 years. However, based on the increasing level of activities described above, it is necessary after 2 years to raise additional funds. The increasing level of activities relates primarily to the following issues:

(a) EPA selection of a remedy for Operable Unit 2;
(b) discussions with Federal Agencies and the recently appointed Department of Justice lawyer over allocation issues;
(c) putting together information on orphan shares.

We will discuss each in turn.

OU2. EPA continues to perform additional assessment work for purposes of preparing the Remedial Investigation/Feasibility Study for Operable Unit 2 (soils). This includes work performed by the USACOE which began in 2010 as well as work performed at the Site in the last several months. Although we anticipated receiving a report earlier this year, EPA estimates that the RI/FS will be completed in the early part of Fiscal Year 2013 (which runs from October 1, 2012 through September 30, 2013) and that a Record of Decision will be issued by the end of FY 2013. We are hopeful that EPA will keep to this estimated timeline.

Based on recent communications with EPA to discuss the status of work being performed by the agencies and associated costs, a meeting is scheduled for September 11, 2012 with representatives of FDEP, EPA, and USACOE to review the results of the additional assessment work and evaluate the remedial alternatives being considered.

Discussions with Federal Agencies. The Department of Justice (DOJ) has assigned a new attorney, Lewis Barr, to represent the Federal Agencies in this matter. (The Federal Agencies are the U.S. Navy, U.S. Air Force, U.S. Coast Guard, and U.S. Defense Reutilization and Marketing Service (DRMS).) You will recall from prior reports that the federal agency PRPs have a substantial share of the Group waste-in volume for the Site – about 60%.

In connection with bringing Mr. Barr up to speed on the matter, several telephone conferences were held and work was undertaken to compile documentation related to the Federal Agencies' waste-in volumes, the de minimis protocol and corresponding settlement package, information on the site past costs from 1990 through 2011, and orphan share information (work on this last task continues).

There was a follow up call with Mr. Barr on July 11 to discuss the information previously provided as well as to address questions from the Federal Agencies. We continue to seek

assurances from Mr. Barr that the Federal Agencies will accept their waste-in volumes. In connection with that effort, Mr. Barr has requested additional information which we are in the process of compiling. We are not sure whether the Federal Agencies will attempt to back off the allocation that was developed for purposes of the de minimis settlement. That would be the wrong thing to do, but we have been unable to get confirmation from him that his clients accept the allocated volumes. One issue that he has raised relates to water-waste oil mixtures from ships at the Naval Air Station in Key West collected from a barge. He may be seeking to argue that water should be subtracted. (Insofar as we are aware the water and oil was a mixture and not separable and was billed as a total volume collected and counted the same way.) We are continuing to provide the DOJ with the documentary support that they are seeking and will keep you posted on where things stand.

The Government has also said it will want credit for the work it did on the bioslurping remedy for OU1. The original remedy for OU1 involved groundwater pumping and treatment with free product recovery. The system was modified by the more effective bioslurping system currently in operation. The bioslurping system was initially proposed by the Navy based on prior experience with the technology and was implemented by Batelle, their engineering consultant. Group representatives met with EPA, FDEP, the Navy, and Batelle on an ongoing basis throughout the modification of the system. This included performance and evaluation of a pilot study to demonstrate the effectiveness of the remedy as modified. The Navy estimates it spent approximately $1.4 million between 1996 and 2002 on these tasks. We have asked for the Navy's backup information to support these estimated costs.

Orphan Share Information. An orphan is a defunct party, i.e., an entity that has ceased to exist or ceased operations and fully dissipated its assets such that the party has no ability to pay. An orphan share is that share of responsibility for response costs which is specifically attributable to identified parties EPA has determined are potentially liable, insolvent or defunct, and unaffiliated with any other PRP. Pursuant to EPA's orphan share policy, EPA will pay for the orphan share through the forgiveness of past costs or the reduction of liability for future oversight costs. To determine the orphan share, the EPA region must make a "rough estimate" of the size of the orphan share based on readily available or easily obtainable information. It must then add together outstanding past costs and future oversight costs applicable to the particular response action in question. The region then estimates the respective dollar share using the "total costs," the estimated orphan share, and "equitable factors." Funding is limited to 25% of the projected response action costs, or EPA's past unreimbursed costs and future oversight costs, or the actual orphan share, whichever is smallest. Additional factors considered by EPA include fairness to PRPs, PRP cooperation, and size of the orphan share.

We have identified over 1,000 defunct or insolvent parties with liability at the Site. We are in the process of compiling information on each orphan party to provide to EPA for calculation of the orphan share in this case. That information includes the party name, their current defunct or insolvent status, their nexus to the Site, and their allocated volume. This information is being compiled in a way that can be readily transmitted to EPA when the time comes for negotiating the orphan share, which we anticipate to arise during consent decree negotiations for OU2.

Recommendation. Given the extent of work undertaken towards selection of a remedy for OU2 and increased communication with the Federal Agencies, it is again necessary to raise additional funds to continue covering the costs for work related to the Site that are not reimbursed under the State program. We recommend, therefore, that another assessment of $300,000 be made to cover costs in the next 1-2 years by which time EPA expects to issue a Record of Decision (ROD) selecting a remedy for OU2.

Attached is a voting form for the 2012 Interim Assessment. The Group's Participation Agreement requires a 75% vote to approve additional assessments. We ask that each party sign and return the voting form immediately. Once the majority vote has been reached, notification will be sent to Group members that invoices for the individual assessments will be forthcoming. The invoices will be in the same amount as for the 2010 Interim Assessment.

Updated Contact Information. If you need to update your contact information, please contact Emmalie Silvester at 305-358-5171 (esilvester@shb.com).

PPC Voting Form for Additional Assessment in 2012

On behalf of _____, I hereby agree that a Group assessment of $300,000 be made at this time based on the amount of funds currently in the group trust account and the status of work requirements at the PPC Site. I acknowledge that the allocation is not final and, for the purposes of the interim assessment, I approve the use of the current allocation to determine individual contributions with the understanding that the amount paid will be subject to later reallocation when the final allocation is complete.

Name of Cooperating Party: _____

By: _____
(Authorized Representative)

Date: _____

Please complete this form and return it by mail or email to:

Emmalie Silvester
Shook, Hardy & Bacon, LLP
Miami Center, Suite 2400
201 S. Biscayne Boulevard
Miami, FL 33131
esilvester@shb.com

Memorandum

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Charles Scurr, Executive Director

Date: November 15, 2012

Re: **CITT AGENDA ITEM 5C:**
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING THAT THE BOARD OF COUNTY COMMISSIONERS (BCC), AUTHORIZE THE MAYOR OR THE MAYOR'S DESIGNEE TO EXECUTE THE PETROLEUM PRODUCTS CORPORATION VOTING FORM FOR ADDITIONAL ASSESSMENT IN 2012; AUTHORIZING THE PAYMENT OF **$63,428.21** FOR COSTS AND EXPENSES RELATED TO ON-GOING REMEDIAL WORK AT THE PETROLEUM PRODUCTS CORPORATION SUPERFUND SITE; AND THE USE OF CHARTER COUNTY TRANSPORTATION SYSTEM SURTAX FUNDS **(MDT/DERM – BCC Legislative File No. 122175)**

On November 15, 2012, the CITT voted (9-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 12-096. The vote was as follows:

Hon. Linda Zilber, Chairperson – Aye
Paul J. Schwiep, Esq., 1st Vice Chairperson – Absent
Hon. Anna E. Ward, Ph.D., 2nd Vice Chairperson – Aye

Christopher Benjamin, Esq. – Absent
Glenn J. Downing, CFP® – Aye
Alfred J. Holzman – Aye
Miles E. Moss, P.E. – Aye
Marilyn Smith – Absent

Joseph Curbelo – Aye
Peter L. Forrest – Aye
Prakash Kumar – Aye
Hon. James A. Reeder – Aye

cc: Alina Hudak, Deputy Mayor/County Manager
Bruce Libhaber, Assistant County Attorney
Miguel Gonzalez, Assistant County Attorney