

Memorandum



Date: September 1, 2022

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

Agenda Item No. 8(L)(4)

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Resolution No. R-813-22

Subject: Resolution Approving an Interlocal Agreement between Miami-Dade County Stormwater Utility and Co-Permittees Named in the National Pollutant Discharge Elimination System Permit No. FLS000003

Executive Summary

The purpose of this item is to gain authorization by the Board of County Commissioners for Miami-Dade County to enter into a five-year Interlocal Agreement with 31 co-permittees named in the Florida Department of Environmental Protection (DEP) National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000003 (Permit) through which the County would perform certain professional services on behalf of the co-permittees and the co-permittees would reimburse the County for such services. These professional services that the County would perform as part of the Agreement are water quality sampling, water monitoring, analyses, and reporting, which are required tasks under the NPDES Permit. The Agreement and the NPDES Permit generally relate to a variety of storm sewer systems throughout the geographic Miami-Dade County. Miami-Dade County has professional staff with experience and expertise available to perform these above-mentioned NPDES Permit tasks, such as sampling, analysis, and compiling reports. This Agreement will allow the County and its co-permittees to share the cost of water quality monitoring and certain other tasks referenced above.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of an Interlocal Agreement (Agreement) between Miami-Dade County Stormwater Utility and the co-permittees named in the National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000003. the County Mayor or County Mayor's designee to execute said Agreement. The Agreement provides that Miami-Dade County would agree to perform certain professional services, specifically water quality sampling, water monitoring, analyses, and reporting, and would be reimbursed by the co-permittees for said work. The term of this Agreement is from October 1, 2022 through September 30, 2027 and is attached as Exhibit A to the resolution

Scope

The scope of the project is Countywide.

Delegation of Authority

This resolution authorizes the County Mayor or County Mayor's designee to execute the Agreement attached to the resolution as Exhibit A and exercise the termination provisions and other rights contained therein.

Fiscal Impact/Funding Source

Under the proposed Agreement, Miami-Dade County will perform professional services in an amount up to \$750,000.00 annually, for which the County will be reimbursed up to \$483,865.00 according to the co-permittees’ cost share amounts. Over the five-year term, the County may be reimbursed up to \$2,419,325.00. The County’s costs will be funded by stormwater utility fees.

Track Record/Monitor

Marina Blanco-Pape, P.E., Chief of Water Management within the Department of Regulatory and Economic Resources, Division of Environmental Resources Management, will monitor the Agreement.

Background

On June 21, 2011, the Florida Department of Environmental Protection issued NPDES Permit No. FLS000003 (Permit) to 33 co-permittees in Miami-Dade County for the discharge of stormwater from municipal storm sewer systems to surface waters located in Miami-Dade County. The 33 co-permittees consist of 29 municipalities, the Florida Department of Transportation District 6, the Florida Department of Transportation Turnpike Enterprise, the Miami-Dade County Expressway Authority, and Miami-Dade County; a complete list of co-permittees is made available in Attachment A to Exhibit A to the Resolution. Each of the co-permittees operates a portion of the municipal separate storm sewer system (MS4) within Miami-Dade County. The Florida Department of Transportation Turnpike Enterprise is not a party to the Agreement because although it is a co-permittee, it has elected to perform its own water monitoring, sampling, and related work.

The NPDES permit specifically provides that each co-permittee is individually responsible for various permit obligations, including, for example, (1) compliance with permit conditions relating to discharges from portions of the MS4 where they are the operator, and (2) implementation of their stormwater management plan on portions of the MS4 where they are the operator. Pursuant to both the NPDES Permit and section 62-624.200(1) of the Florida Administrative Code, a “co-permittee” means “a permittee to an NPDES permit that is only responsible for permit conditions relating to the municipal separate storm sewer that it operates.” In addition, the NPDES Permit provides that DEP may suspend, revoke, or terminate permit coverage for a single permittee without terminating coverage for the other permittees.

The NPDES permit also provides that the co-permittees may be jointly responsible for the collection of monitoring data and any system-wide public education efforts.

The NPDES Permit requires permittees to monitor stormwater discharges from their storm sewer system, either individually or through an agreement. This Agreement provides that certain professional services, specifically water quality sampling, water monitoring, analyses, and reporting required by the NPDES Permit, would be performed by Miami-Dade County on behalf of the co-permittees, and the co-permittees would reimburse the County for said services. The above-mentioned professional services may include water sampling and monitoring, analyses of storm sewer systems, data analyses, technical report writing, pollutant loading calculations, event mean concentration determinations, Impaired Waters Rule sampling, and other related activities.

The Agreement requires the County to obtain all applicable federal, state and local permits and approvals which may be required for the County to perform these monitoring and sampling activities. In addition, the Agreement also states that the County will 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, and that the County will 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. Miami-Dade County is referred to in the Agreement as the lead co-permittee because it will be performing these tasks on behalf of the other co-permittees, and Miami-Dade County also has over thirty percent of the County’s stormwater outfalls.

On November 7, 2017, the Board approved the current interlocal agreement between the County and the co-permittees pursuant to Resolution No. R-1055-17. That agreement expires on September 30, 2022 and will be replaced by this Agreement.

Miami-Dade County has professional staff with experience and expertise available to perform a variety of other tasks such as infrastructure mapping, capital planning, and stormwater master planning in addition to the above-mentioned NPDES Permit tasks. We believe that expanding partnerships with municipalities through other future agreements where municipal communities would reimburse the County for services they need is a great way to strengthen cooperation with all the municipalities and work towards the common goal of improving stormwater management countywide.



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: September 1, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(L)(4)

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
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ 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(L)(4)
9-1-22

RESOLUTION NO. _____ R-813-22

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND CO-PERMITTEES NAMED IN THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO. FLS000003 BY WHICH THE CO-PERMITTEES WOULD REIMBURSE THE COUNTY UP TO \$2,419,325.00 OVER THE FIVE-YEAR TERM FOR PERFORMANCE OF PROFESSIONAL SERVICES RELATED TO THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND EXERCISE ANY TERMINATION PROVISIONS, AND ALL OTHER RIGHTS CONTAINED THEREIN

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:

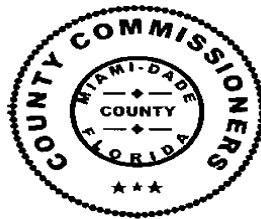
Section 1. This Board hereby approves the Interlocal Agreement between co-permittees named in the National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000003 and the Miami-Dade County Stormwater Utility for the County to perform professional services for the co-permittees related to the National Pollutant Discharge Elimination System Program throughout Miami-Dade County, in substantially the form attached as Exhibit A and made a part hereof, and which provides that the co-permittees shall pay the County an amount up to \$2,419,325.00 over the five-year term of this Interlocal Agreement.

Section 2. This Board hereby authorizes the County Mayor or County Mayor's designee to execute the Interlocal Agreement and exercise any termination provisions and rights contained therein.

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

Jose "Pepe" Diaz, Chairman	aye
Oliver G. Gilbert, III, Vice-Chairman	aye
Sen. René García	absent
Sally A. Heyman	aye
Eileen Higgins	aye
Kionne L. McGhee	aye
Raquel A. Regalado	aye
Sen. Javier D. Souto	aye
Keon Hardemon	aye
Danielle Cohen Higgins	aye
Joe A. Martinez	absent
Jean Monestime	aye
Rebeca Sosa	aye

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of September, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Abbie Schwaderer-Raurell

EXHIBIT A

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 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

This Interlocal Agreement ("Agreement") is made and entered into by, and between, **CO-PERMITTEES** named in Florida Department of Environmental Protection Permit Number FLS000003, 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**.

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**: 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 District Six (FDOT District Six), , Miami-Dade Expressway Authority (MDX), and Miami-Dade County. For the purposes of this Interlocal Agreement, Florida Department of Transportation Turnpike Enterprise (FDOT Turnpike Enterprise) is not included in this definition of CO-PERMITTEE or CO-PERMITTEES.

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 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, 2022, and expire on September 30, 2027.

Section III **Scope of Work**

The parties hereto agree that the DEP 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 historical water monitoring annual costs (Activity 1) and Pollutant Loading Calculations and/or other required tasks related to Impaired Waters Rule (IWR) monitoring and analyses costs (Activity 2) attributable to this operating permit shall be shared by all **CO-PERMITTEES**, and the costs shall be based on a percentage rate obtained by dividing the number of outfalls of each **CO-PERMITTEE** by the total number of outfalls of all **CO-PERMITTEES** in accordance with 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

Each **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. Each **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 judgment 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.

Nothing herein shall constitute a waiver of Section 768.28 of the Florida Statutes or shall be construed as impacting or modifying the protections set forth therein.

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** Each **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-PERMITTEES** may, but are 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.

In the event of termination by a **CO-PERMITTEE**, that **CO-PERMITTEE** shall owe the **COUNTY** for all services rendered or performed by the **COUNTY**, including those which had not yet been invoiced or billed to the **CO-PERMITTEE**. Upon receiving invoice from the **COUNTY** for such services, the **CO-PERMITTEE** shall promptly pay the **COUNTY** in full, no later than thirty (30) days from receipt of invoice.
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** If requested, the **COUNTY** will review and adjust on an annual basis the number of outfalls 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. In the event of a change, 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 during the annual reviews. Such changes shall be reflected in an updated Attachment "A". Actual annual expenditures invoiced by the **COUNTY** for water quality monitoring and related activities, IWR, and Pollutant Loading Calculation 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. The FDOT District Six will execute a separate agreement with Miami-Dade County, which is similar in scope and intent to this Agreement, due to State of Florida requirements.

IN WITNESS WHEREOF,

_____, FLORIDA,

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

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

Activity 1 (Water Monitoring and Annual Analyses Report)

- By signing this Agreement, we agree to participate and be invoiced for this Activity.

Activity 2 (Pollutant Loading Calculations or other NPDES Permit-required Task)

- ☐ 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, and any such modifications shall only apply prospectively to work that has not yet been performed.

Name of Manager / Mayor (print)

Signature

Date

Name of Clerk / Legal Representative (print)

Signature

Date

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"

**Miami-Dade County Co-Permittees NPDES Interlocal Agreement
Water Monitoring Annual Estimated Costs
Fiscal Year 2023 to 2026**

	Municipality/Agency	Number of Outfalls	Percent of Total Outfalls	Activity 1	Activity 2	Activity 1+2
				Historical Monitoring and Analyses	Pollutant Loading or Other Permit Requirements	Co-Permittee Annual Cost (not-to-exceed)
1	Aventura, City of	175	2.10	\$13,646	\$2,099	\$15,745
2	Bal Harbour Village	10	0.12	\$780	\$120	\$900
3	Bay Harbor Islands, Town of	58	0.70	\$4,523	\$696	\$5,218
4	Coral Gables, City of	113	1.36	\$8,811	\$1,356	\$10,167
5	Cutler Bay, Town of	194	2.33	\$15,127	\$2,327	\$17,454
6	Doral, City of	368	4.41	\$28,695	\$4,415	\$33,109
7	El Portal, Village of	11	0.13	\$858	\$132	\$990
8	Golden Beach, Town of	12	0.14	\$936	\$144	\$1,080
9	Hialeah Gardens, City of	12	0.14	\$936	\$144	\$1,080
10	Homestead, City of	182	2.18	\$14,191	\$2,183	\$16,375
11	Indian Creek Village	33	0.40	\$2,573	\$396	\$2,969
12	Key Biscayne, Village of	36	0.43	\$2,807	\$432	\$3,239
13	Medley, Town of	45	0.54	\$3,509	\$540	\$4,049
14	Miami Beach, City of	312	3.74	\$24,328	\$3,743	\$28,071
15	Miami Gardens, City of	402	4.82	\$31,346	\$4,822	\$36,168
16	Miami Lakes, Town of	350	4.20	\$27,291	\$4,199	\$31,490
17	Miami Shores, Village of	34	0.41	\$2,651	\$408	\$3,059
18	Miami Springs, City of	27	0.32	\$2,105	\$324	\$2,429
19	North Bay Village, City of	71	0.85	\$5,536	\$852	\$6,388
20	North Miami Beach, City of	211	2.53	\$16,453	\$2,531	\$18,984
21	North Miami, City of	207	2.48	\$16,141	\$2,483	\$18,624
22	Opa-locka, City of	74	0.89	\$5,770	\$888	\$6,658
23	Palmetto Bay, Village of	106	1.27	\$8,265	\$1,272	\$9,537
24	Pinecrest, Village of	72	0.86	\$5,614	\$864	\$6,478
25	South Miami, City of	30	0.36	\$2,339	\$360	\$2,699
26	Sunny Isles Beach, City of	69	0.83	\$5,380	\$828	\$6,208
27	Surfside, Town of	11	0.13	\$858	\$132	\$990
28	¹ Virginia Gardens, Village of	5	0.06	\$390	\$60	\$450
29	¹ West Miami, City of	5	0.06	\$390	\$60	\$450
30	FDOT District VI	1,687	20.24	\$131,544	\$20,238	\$151,781
31	MDX	456	5.47	\$35,557	\$5,470	\$41,027
32	Unin. Miami-Dade County	2,958	35.48	\$230,650	\$35,485	\$266,135
	ANNUAL TOTALS (Not to Exceed)	8,336	100.00	\$650,000	\$100,000	\$750,000

NOTES:

¹ Co-Permittees with no outfalls have been assigned a value of 5 outfalls. Activity 1 fixed annual cost = \$390

Activity 1 (mandatory) - Historical sampling, monitoring, lab analyses, and annual water monitoring report

Activity 2 (optional) - Pollutant Loading Calculations or other tasks to satisfy required permit conditions