

**AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND THE CITY
OF WEST PALM BEACH FOR THE IMPLEMENTATION AND
ENFORCEMENT OF A PRETREATMENT ORDINANCE BY THE CITY OF
WEST PALM BEACH**

November THIS AGREEMENT made and entered into this 07 day of November, 2001 between the City of Riviera Beach, a legal entity created pursuant to Chapter 163, Florida Statutes ("City") and the City of West Palm Beach, (a political subdivision of the State of Florida/municipality organized under the laws of the State of Florida) ("WPB").

WITNESSETH

WHEREAS, on September 9, 1992, the ECRWWTFB was established pursuant to the Florida Interlocal Cooperation Act of 1969 by the City of West Palm Beach, Palm Beach County, the City of Lake Worth, the City of Riviera Beach, and the Town of Palm Beach ("Entities") for the purposes of owning, operating and managing the East Central Regional Wastewater Treatment Facilities ("Facilities"); and

WHEREAS, the City currently utilizes the Facilities for the treatment of wastewater; and

WHEREAS, the ECRWWTFB is required to implement and enforce a pretreatment program to control discharges from all industrial users pursuant to the requirements set forth in 40 CFR, Part 403 and Rule 62-625, Florida Administrative Code (F.A.C.); and

WHEREAS, the ECRWWTFB is required to implement and enforce a pretreatment program as a condition of its National Pollutant Discharge Elimination System Permit ("NPDES Permit"); and

WHEREAS, the City of West Palm Beach is the holder of the NPDES permit on behalf of the ECRWWTFB and is authorized to administer and enforce a pretreatment program on behalf of the ECRWWTFB.

WHEREAS, the City will adopt and diligently enforce within ninety (90) days of the date of this agreement a pretreatment ordinance which is no less stringent and is as broad in scope as the model pretreatment ordinance approved and adopted by the ECRWWTFB.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein, the parties agree as follows:

1. **Recitals.**

The recitals set forth above are true and correct and form a part of this Agreement.

2. **Enforcement of Pretreatment Ordinance.**

A. WPB shall diligently enforce local pretreatment standards set forth in the City's pretreatment ordinance, which is attached hereto as Exhibit "A".

B. WPB shall take all actions necessary to ensure that industrial users within its service area are subject to an approved pretreatment program to the extent required by Rule 62-625.500, F.A.C. and 40 CFR 403.8, including the performance of all technical and administrative duties necessary to implement and enforce the City's pretreatment ordinance against industrial users located within its jurisdiction. WPB shall: (1) periodically update the industrial waste survey; (2) issue permits to all significant industrial users as defined in Rule 62-625, F.A.C.; (3) conduct inspections, sampling, and analysis; (4) perform enforcement activities; (5) take emergency action to halt or prevent any discharge that may cause imminent danger to persons, the environment or the Facilities; and (6) perform any other technical or administrative duties deemed appropriate or necessary.

E. WPB shall maintain current information on industrial users located within the City's service area. WPB shall update the industrial waste survey at least once a year and will forward a copy of the survey to the City.

F. Upon identification of an industrial user within the City's service area by WPB or the City, or any time an existing industrial user increases its annual average discharge by twenty-five percent (25%) or modifies its discharge, WPB shall require the industrial user to respond to an industrial user questionnaire. The industrial user questionnaire shall be in a form acceptable to the City. WPB shall review the questionnaire and determine if the industrial user is significant as defined in Rule 62-625, F.A.C. All industrial users determined to be significant shall be issued a wastewater discharge permit.

G. WPB shall provide the City copies of all records, correspondence or documents relevant to the pretreatment program for any industrial user discharging through the City into the Facilities.

H. WPB shall periodically inspect and sample all significant industrial users located within the City's service area. All procedures will conform to those set forth in Rule 62-160.670, F.A.C., except as otherwise required by the Florida Department of Environmental Protection. Upon notice to WPB, the City may conduct additional inspections and sampling of significant industrial users discharging through the City's sewer system into the Facilities.

I. WPB shall issue permits to all significant industrial users located within the City's service area. Permits must be issued prior to any discharge. Permits must contain, at a minimum, appropriate effluent limitations, monitoring and reporting requirements, a statement of duration, a statement of non-transferability, a statement of applicable civil and criminal penalties, and any reasonable conditions requested to be included in the permit by the City. WPB shall promptly forward copies of all permits to the City.

J. WPB shall periodically report to the City on the compliance status of each significant industrial user and any enforcement response taken or anticipated. The report will include the time frames for initial enforcement actions, as well as any subsequent enforcement actions. Should formal enforcement be required by the City's code enforcement department, WPB shall notify the City of such requirement and the City will in turn notify the code enforcement department.

K. WPB shall enforce the provisions of the City's pretreatment ordinance and permits. In the event WPB fails to take adequate enforcement action against noncompliance users in the City; the City shall take such action on behalf of WPB.

L. The City may take emergency action, when necessary, to stop or prevent any discharge which presents, or may present, an imminent danger to persons, the environment, or which threatens to cause damage to the Facilities. The City shall provide informal notice to the industrial user and WPB of its intent to take emergency action prior to taking such action.

M. In the event that an industrial user located outside the City's service area discharges wastewater into the City's sewer system, the City and the ECRWWTFB shall enter into an agreement with the jurisdiction in which the industrial user is located to ensure implementation and enforcement of a pretreatment program by the City's delegated agent.

N. WPB shall provide annually to the City a list of industrial users who were in significant noncompliance with applicable pretreatment standards for the previous twelve (12) months. The City will in turn publish the list in the largest daily newspaper published within the service area.

O. WPB shall collect all fees, surcharges, penalties and fines from industrial users within the City's service area as required by the City's pretreatment ordinance. All fees, surcharges, penalties and fines collected by WPB shall be directly forwarded to the City within five (5) business days of receipt.

P. The ECRWWTFB and WPB shall periodically review and, if

necessary, revise this Agreement along with their respective pretreatment ordinances to ensure compliance with the Federal Clean Water Act and the rules and regulations issued thereunder.

3. Default.

The City and WPB agree that in the event either party is in default of its obligations under this Agreement, the party not in default shall provide to the party in default thirty (30) days written notice to cure the default before exercising any of its rights provided for in this Agreement, except as provided in Section 2(L) above. In the event WPB fails to enforce the City's pretreatment ordinance or permits, the City may, upon the required notice of default to WPB, take such action to enforce the same.

4. Implementation and Enforcement Fees.

The City shall pay to WPB a fee of **\$400.00** per significant industrial user per year for implementation and enforcement of the City's pretreatment ordinance as detailed in this agreement. These costs shall be subject to audit and revision on an annual basis corresponding to the annual review and approval of the ECRWWTFB industrial pretreatment budget. For industries that are monitored for less than the full year, the annual implementation and enforcement fees shall be pro-rated per month of service.

5. Notices.

All notices are required to be given pursuant to this Agreement shall be deemed sufficient when delivered by United States mail to the following addresses:

if to the City:

City of Riviera Utilities Administration
600 West Blue Heron Boulevard
Riviera Beach, FL 33404

if to the ECRWWTFB:

East Central Wastewater Treatment Facility Board
4325 North Haverhill Road
West Palm Beach, FL 33422-0707

6. Applicable Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Any and all legal actions necessary to enforce this Agreement shall be held in Palm Beach County, Florida.

7. **Enforcement Costs.**

Any costs or expenses, including reasonable attorney's fees, associated with enforcement of the terms or conditions of this agreement shall be borne by the respective parties.

8. **Severability.**

In the event that any section, paragraph, sentence, clause or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

9. **Entirety of Agreement.**

This Agreement represents the entire understanding of the parties and supersedes all other negotiations, representations or agreements, either written or oral relating to this Agreement. This Agreement shall bind the parties' agents, employees and independent contractors.

10. **Counterparts.**

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original. All of which together shall constitute one (1) and the same instrument.

11. **Captions.**

The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

12. **Effective Date.**

This Agreement shall take effect upon execution by the parties hereto and shall continue in full force and effect until terminated as provided herein.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the day and year first above written.

CITY OF RIVIERA BEACH

By: [Signature]
Title **MAYOR**

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: [Signature]
City of Riviera Beach Attorney

ATTEST:

By: [Signature]
City Clerk

CITY OF WEST PALM BEACH

By: [Signature]
Title

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: [Signature] 2/26/02
City of West Palm Beach Attorney

ATTEST:

By: [Signature]
City Clerk