

**DELEGATION AGREEMENT
CONCERNING STORMWATER
BETWEEN
DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF TALLAHASSEE**

DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

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THIS Agreement is made and entered into this _____ day of _____, 1998, by and between the DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as DEPARTMENT) and the CITY OF TALLAHASSEE (hereinafter referred to as the CITY). These entities constitute the parties to this agreement.

WHEREAS, the DEPARTMENT is a state agency in the State of Florida created under section 20.255 and, for the purposes of this agreement, operating under chapters 403 and 373 of the Florida Statutes;

WHEREAS, the CITY under the provisions of section 373.441 of the Florida Statutes and Resolution No. 97-R-0026 (see appendix A) has the legal authority to accept the delegation described herein, and is authorized to adopt ordinances and criteria necessary to exercise the powers delegated by this Agreement;

WHEREAS, the DEPARTMENT, under chapter 403 of the Florida Statutes and rule 62-25 of the Florida Administrative Code had established a system for the issuance and enforcement of stormwater permits;

WHEREAS, section 373.4145 of the Florida Statutes preserved and continued in full force and effect such system and rules within the geographical territory of the Northwest Florida Water Management District until amended or replaced by rulemaking under part IV of chapter 373;

WHEREAS, the City is located within the geographical territory of the Northwest Florida Water Management District;

WHEREAS, such rules remain in full force and effect within the geographical territory of the Northwest Florida Water Management District and the City;

WHEREAS, pursuant to section 373.441 of the Florida Statutes, the DEPARTMENT may delegate its power and authority to implement environmental protection programs, including the issuance and enforcement of stormwater permits, to local pollution control programs that are determined by the DEPARTMENT to provide for administrative organization, staff, financial and other resources necessary to effectively and efficiently carry out the requested delegated program;

WHEREAS, the DEPARTMENT has determined that the CITY has sufficient administrative organization, staff, financial and other resources to effectively and efficiently implement the stormwater program under rule 62-25 of the Florida Administrative Code;

WHEREAS, the lands within the geographic boundaries and jurisdiction of the CITY are within the geographic boundaries and jurisdiction of the DEPARTMENT, and are therefore, subject to the rules, regulations, authority and orders of the DEPARTMENT; and

WHEREAS, the DEPARTMENT and the CITY desire to increase governmental efficiency and avoid duplicative regulatory efforts while maintaining levels of environmental protection;

NOW, THEREFORE, in consideration of the mutual covenants and Agreements hereinafter contained, it is agreed as follows:

ARTICLE I. ADMINISTRATION OF AGREEMENT

A. PARTIES AND PURPOSE

1. The Secretary of the DEPARTMENT and the Mayor of the CITY are empowered to execute this Agreement and carry out the responsibilities discussed herein.
2. The purpose of this Agreement is to establish the permitting, compliance and enforcement responsibilities of the parties associated with implementation of the stormwater discharge facility program under section 373.4145 of the Florida Statutes and rule chapter 62-25 of the Florida Administrative Code. This Agreement also describes the guidance and oversight responsibilities of the DEPARTMENT as they relate to the delegated program. Further, the Agreement establishes the responsibilities of the CITY regarding maintaining adequate levels of administrative, technical and financial capabilities to implement and enforce the stormwater discharge program, and responsibilities for reporting to, and maintaining communication with the DEPARTMENT.

B. SCOPE OF AGREEMENT

1. CITY Responsibilities
 - a. The CITY shall review and take final action on all applications requiring a general permit for new stormwater discharge facilities under rule chapter 62-25, and those activities qualifying for an

exemption under rule chapter 62-25, except for activities for projects that:

- 1) Are proposed, built, or funded by the CITY or an agent acting on behalf of the CITY;
- 2) Are part of a project located in whole or in part outside of the CITY which requires a stormwater construction or general permit under rule chapter 62-25;
- 3) Are proposed by the Florida Department of Transportation;
- 4) Are within the limits or proposed by Florida State University or Florida A & M University;
- 5) Are associated with electrical distribution and transmission lines and other facilities related to the production, transmission, and distribution of electricity which do not require certification under sections 403.52 through 403.5365 of the Florida Statutes, except where the installation or relocation of such facilities and lines is only an incidental part of the activity and would not, by themselves, require a stormwater construction or general permit under rule chapter 62-25;
- 6) Are associated with the distribution and transmission of natural gas or petroleum, including pipelines, associated facilities, and product pipelines, except where the installation or relocation of such facilities and lines is only an incidental part of the activity and would not, by themselves, require a stormwater construction or general permit under rule chapter 62-25,
- 7) Require an authorization from the Board of Trustees of the Internal Improvement Trust Fund or its delegatee;
- 8) Involve solid waste management facilities, except those facilities that qualify for a general permit pursuant to rules 62-701.901 (Solid Waste Transfer Station), 62-701.802 (Land Application of Grade II Domestic Sludge), 62-701.803 (Off-site Disposal of Construction and Demolition Debris), 62-709/900 (Composting Facilities); 62-710.800 (Used Oil Recycling Facilities), 62-711.801 (Mobile Waste Tire Processing Facilities), and 62-712.800 (Biomedical Waste Storage Facilities) of the Florida Administrative Code;
- 9) Involve hazardous waste facilities required to obtain a permit pursuant to rule chapter 62-730, except when the storage of hazardous waste is merely an incidental component of a project;
- 10) Involve domestic wastewater treatment facilities, including effluent disposal sites, except for:

- a) That part of a facility which constitutes the application of reclaimed water to irrigate crops, golf courses, or other landscapes; and
 - b) That part of a facility which constitutes the application of reclaimed water to rehydrate wetlands or to provide artificial recharge to reduce or mitigate drawdown impacts due to well withdrawals;
- 11) Involve industrial wastewater treatment facilities required to obtain a permit pursuant to rule chapters 62-660 or 62-670, except those facilities that qualify for a general permit pursuant to rules 62-660.801 (Laundromat Wastewater Disposal Systems), 62-660.802 (Pesticide Waste Degradation Systems), 62-660.803 (Car Wash Recycle Systems), 62-660.805 (Tomato Wash Water Disposal), or 62-660.820 (Fish Farms), whether the local government has received delegation of corresponding industrial wastewater treatment permitting responsibilities, or will receive delegation of corresponding industrial wastewater treatment permitting responsibilities, except for:
- a) Those facilities in which the industrial wastewater component is merely an HVAC (heating, ventilation, and air conditioning) cooling tower discharge, or other industrial wastewater treatment facility which is merely an incidental component of a project;
 - b) That part of a facility which constitutes the application of treated industrial wastewater to irrigate crops or landscapes; or
 - c) Freshwater aquaculture facilities in which alligators are not grown or held.
- 12) Involve mining projects, including phosphate, heavy minerals, fuller's earth, peat, limerock, sand, gravel, and shell, except for permit applications for borrow pits which have no on-site material grading or sorting facilities.
- 13) Projects for which a wetland resource (= dredge and fill) permit is required under part IV of chapter 373;
- b. The CITY shall perform compliance inspections on the project types listed in (B)(1)a., above, including responding to written and oral complaints related to these project types;
 - c. The CITY shall review, respond to, and take final action on enforcement actions related to the activities listed in (B)(1)a., above;

- d. The CITY shall review, and take final action on variances required for the activities listed in (B)(1)a., above, except for variance or waivers from the provisions of rule 62-25.
- e. The CITY shall provide reports to the DEPARTMENT, as specified in Article IV.B below;
- f. The CITY shall enter data into the DEPARTMENT'S permit application tracking system, as specified in Article II H. below;
- g. The CITY shall collect processing fees as specified in Article II K. below, including distributing a percentage of such processing fees to the DEPARTMENT, as specified in Article II L. below.

2. DEPARTMENT Responsibilities

- a. The DEPARTMENT shall review and take action on all applications requiring a stormwater construction or general permit under rule chapter 62-25, and those activities qualifying for an exemption under rule chapter 62-25, that are not specifically delegated to the CITY in B1., above;
- b. The DEPARTMENT shall review and take final action on all modifications to projects for which the DEPARTMENT has previously issued a permit or general permit under rule chapter 62-25;
- c. The DEPARTMENT shall conduct compliance inspections on all projects for which the DEPARTMENT has previously issued a permit or general permit under rule chapter 62-25;
- d. The DEPARTMENT shall review, respond to, and take final action on enforcement activities related to projects for which the DEPARTMENT has previously issued a stormwater construction or general permit under rule chapter 62-25;
- e. The DEPARTMENT shall oversee the program delegated to the CITY in B1., above;
- f. The DEPARTMENT shall provide assistance to the CITY on matters related to the interpretation of rule chapter 62-25.

D. EFFECTIVE DATE/SCHEDULE OF IMPLEMENTATION

This Agreement shall become effective upon execution by the Secretary of the DEPARTMENT and the Mayor for the CITY and following adoption by rule of this agreement by the DEPARTMENT.

E. DURATION OF AGREEMENT

This Agreement shall be extended until terminated in writing by the parties in accordance with paragraph J in Article I.

F. MODIFICATION OF AGREEMENT

This Agreement, and any Appendices or Exhibits ("Attachments") may be modified in writing at any time as necessary by mutual consent of the DEPARTMENT and the CITY. Modifications may be made in whole, by part, or by section, and upon execution by the parties and adoption by rule by the Department shall supersede previous versions of this Agreement. Any proposed changes shall be identified in writing by the party proposing the change. Approvals of modifications to the text of this Agreement shall be signed by the Secretary of the DEPARTMENT and the Mayor of the CITY.

G. REVIEW OF AGREEMENT

This Agreement shall be jointly reviewed by the parties after the first year following the effective date of this Agreement. The purpose of the review is to determine the effectiveness and efficiency of this Agreement and identify and negotiate any needed modifications. Similar reviews may be held at any other time at the option of either party.

H. DEVIATION FROM AGREEMENT

By written agreement between the DEPARTMENT and the CITY, responsibilities may deviate from the responsibilities outlined in this Agreement. Instances where this may occur include:

1. An extensive regulatory preapplication, permitting or enforcement history by either the DEPARTMENT or the CITY with a particular project that would make a deviation result in more efficient and effective regulation;
2. Simplification of the regulation of a project that requires separate, other permits from either the DEPARTMENT or CITY;

3. Simplification of the regulation of a project that extends in part outside of the jurisdiction of the CITY but requires facilities and permits within the CITY;
4. The incorrect agency has begun processing an application or petition and transfer of the application or petition would be inefficient;
5. Circumstances in which a deviation would result in the application or petition being more efficiently or effectively processed; or
6. Potential appearance of a conflict of interest which could be resolved by deviating from this Agreement.

H. SEVERABILITY

If any part of this Agreement is judicially, administratively (by the State Division of Administrative Hearings) or otherwise determined to be invalid or unenforceable, the other provisions of this Agreement shall remain in full force and effect, provided that both parties agree that the material purposes of this Agreement can be determined and effectuated. Under such circumstances the parties shall execute a written amendment to reflect such changes as soon as practicable.

I. TERMINATION OF AGREEMENT

Either party may terminate this Agreement without cause upon 120 days prior written notice to the other. The parties agree to waive any rights under chapter 120 of the Florida Statutes to challenge a decision to terminate this Agreement.

Within 60 days of a notice of intent to terminate this Agreement, both parties shall make good faith efforts to preserve the Agreement by attempting to resolve any basis for the termination. If after 60 days one or both of the parties still wish to terminate this Agreement, the CITY shall not accept any further applications under this Agreement, but, except as otherwise provided herein, the CITY shall complete processing of any pending applications. All new applications shall be reviewed by the DEPARTMENT. This Agreement shall then be formally terminated upon completion of such pending applications. Notwithstanding the other provisions of this paragraph, upon the issuance of notice of intent to terminate the Agreement, the DEPARTMENT may require transfer to the DEPARTMENT of any one or more applications in process.

In the event of termination of this Agreement, the CITY agrees to perform compliance inspection responsibilities on those permits that have been issued by the CITY under this Agreement, and to report any violations to the DEPARTMENT within 30 days of discovery.

ARTICLE II PROGRAM MANAGEMENT

A. RESPONSIBLE STAFF

The DEPARTMENT's Chief of the Bureau of Submerged Lands and Environmental Resources and the Manager of the Northwest District Office or their designees and the CITY's Environmental Management Administrator or designee shall coordinate this program to insure consistent and effective implementation of the stormwater discharge permitting program.

B. TECHNICAL CRITERIA/STANDARDS

1. Adoption and Minimum Review Criteria

The CITY shall review and take final action on stormwater permits using, at a minimum, rule chapter 62-25, and shall additionally be subject, at a minimum, to the processing time frames, notification procedures, and to the enforcement provisions of section 373.129(7) of the Florida Statutes.

2. Additional Permit Review Criteria

- a. In addition to the rules and statutes listed in B.1., above, the following stricter criteria of sections 2.4 (9), 4.2(4)(b), and 4.2(4)(d) of the Environmental Management Ordinance shall also apply to the review of stormwater discharge permit applications by the CITY and are attached as Appendix B.
- b. The CITY shall not develop and implement any new stricter local criteria for use in its delegated stormwater program unless these local criteria are first specifically approved by the DEPARTMENT. This provision shall not affect the CITY's power to adopt stricter criteria related to stormwater as part of its Environmental Management Ordinance.
- c. The DEPARTMENT shall promptly advise, and request the CITY to comment on, the development of new DEPARTMENT regulations or revisions to existing regulations which affect(s) the delegated program. The intent of the DEPARTMENT's prompt notice is to allow the CITY sufficient time to participate in the DEPARTMENT's rule adoption proceedings, and to provide the CITY with sufficient notice that will enable the CITY to implement such rules and regulations, as applicable, upon their adoption.

3. **No Duplicative Local Permits**

The CITY shall not require an applicant to obtain a corresponding separate CITY stormwater permit for those activities for which the CITY issues a 62-25 stormwater permit under this Agreement, as long as the delegation is in effect.

4. **Quality Assurance Program approved by district or DEPARTMENT:**

Field measurements and sampling performed by CITY staff in conjunction with this Agreement will be conducted in compliance with the CITY's DEPARTMENT-approved Comprehensive Quality Assurance Plan (#910295).

C. GEOGRAPHICAL BOUNDARIES OF THE CITY'S REVIEW AUTHORITY UNDER THIS AGREEMENT

The CITY's review of permit applications pursuant to this Agreement shall be over all areas inside the CITY limits, as amended from time to time, except as noted in paragraph B herein.

D. PERMIT APPLICATIONS AND MODIFICATIONS UNDER REVIEW UPON EFFECTIVE DATE OR SUBMITTED TO INCORRECT AGENCY

1. Those pending stormwater permit applications which were submitted to the DEPARTMENT prior to effective date of this Agreement and which fall within the scope of delegation described herein shall continue to be reviewed and processed by DEPARTMENT staff until issued, denied or withdrawn.
2. Stormwater permit applications submitted to the incorrect agency pursuant to the terms of this Agreement shall not be deemed filed and shall be returned to the applicant, along with a refund of any submitted permit application fee and instructions to the applicant as to the appropriate agency to which the applicant should file the application.

E. COMPLIANCE AND ENFORCEMENT

1. The CITY shall be responsible for conducting compliance inspections on all permits issued by the CITY pursuant to this Agreement. At a minimum, each project shall be inspected upon completion of construction.
2. The CITY shall be responsible for enforcement of this Agreement, rule 62-25, and any ordinance, rule, or order adopted by the CITY in order to fulfill its responsibilities under this agreement, as described herein. The

DEPARTMENT will assist the CITY in compliance and enforcement cases within the CITY's jurisdiction when practicable or necessary. The DEPARTMENT may intervene or take the lead role in enforcement actions when requested by the CITY or deemed necessary by the DEPARTMENT. The DEPARTMENT shall give prior notice to the CITY of such intervention. As designated agent under section 373.441 of the Florida Statutes, the CITY has all rights, power and authority to enforce the provisions of chapter 373 of the Florida Statutes, and the rules and regulations adopted thereunder.

3. Where appropriate, the DEPARTMENT and the CITY shall coordinate their enforcement activities in order to maximize the staff resources available to each.
4. Nothing in this Agreement shall limit the enforcement authority of either party.
5. All civil penalties recovered in any enforcement action taken by the CITY pursuant to this Agreement shall be deposited in accordance with section 373.430(7) of the Florida Statutes, as amended from time to time. Attorney's fees and investigative costs recovered in any such enforcement action shall remain with the entity recovering same.

F. BUDGET

The CITY shall, not later than November 30 each year, provide a summary of its approved budget outlining funding and staffing relevant to the delegated program. The CITY shall make its budget summary available to the DEPARTMENT upon request. The CITY shall maintain an adequate level of program funding, staffing, and equipment to comply with all statutes, rules, and policies pertaining to delegated environmental resource program activities. Minimum program activities include the level of service (e.g., required number of inspections per project per year).

G. PERSONNEL

Attached to this Agreement as Exhibit 1 is a Table of Organization of the CITY's Growth Management Department, which gives detailed description of existing or proposed staff positions to carry out the CITY's obligations under this Agreement. Such description shall include job descriptions and qualifications required of actual incumbents. The CITY shall hire and maintain a staff capable of performing the duties specified in this Agreement. Organizational charts of the CITY are attached as Exhibit 2. Exhibits 1 and 2 shall be updated at least annually on (the) anniversary of the effective date of this Agreement or more frequently as appropriate. Such updates shall not constitute formal amendments to the Agreement and shall not

therefore be adopted by rule by the DEPARTMENT unless the DEPARTMENT, in its discretion, elects to amend the rule adopting the Agreement.

H. COMPUTER EQUIPMENT, SOFTWARE, AND DATA ENTRY

1. Attached to this Agreement as Exhibit 3 is a detailed description of existing and proposed CITY computer terminal(s) and communications hardware and software necessary to perform all data entry required under this Agreement. The CITY is responsible to make electronic transfer of that data into the DEPARTMENT's computerized management systems as per DEPARTMENT requirements. The CITY shall install and maintain adequate computer hardware and software at its end to satisfy the requirements of this Agreement, as modified from time to time.
2. The DEPARTMENT, having provided its existing permit tracking system software to the CITY, shall provide from time to time upgrades or revisions of the DEPARTMENT's software provided this does not violate any software licensing agreement or copyright laws.
3. The CITY shall collect data as part of the regulatory process and make it available to the DEPARTMENT in a format compatible with the DEPARTMENT's GIS software.
4. As soon as practicable, permitting, compliance, and enforcement data for projects delegated under this Agreement shall be transmitted in a format established by the DEPARTMENT to enable transfer into the DEPARTMENT's computerized regulatory data management system in conjunction with the quarterly reporting specified in Article III.

I. EQUIPMENT

The CITY will make available the following vehicles and equipment for field sampling, inspection or data collection activities performed in conjunction with this Agreement:

Item	Number	Condition
Vehicles:		
1992 Chevy Blazer	7	Good
1993 GMC	1	Good
1993 Jeep Cherokee	1	Excellent
1994 Ford pickup w/camper (Field Sampling Lab.)	1	Good
YSI 3800 Water Quality Logger	1	Excellent
Planix 7 Digital planimeter	1	Excellent

Leica Stereozoom AVB-4	1	Excellent
Calcomp Digitizing Table	1	Excellent
Ponar Dredge	1	Excellent
HP 7596 Plotter	1	Excellent
Acrmatic Objective Microscope	1	Excellent
Topcon Automatic Engineers Level	1	Excellent
Xerox Engineering Copier	1	Excellent
12' John Boat w/motor	2	Excellent
15' Bay Boat w/motor	1	Excellent
Cellular telephone	8	Excellent
Computer (Dell 166 MHz Pentium)	24	New

J. PERMIT FEES

The CITY shall assess and collect permit fees established by section 373.109 of the Florida Statutes, and rules 62-4.050(4)(e), (o), (q), and (r). Nothing in this provision shall preclude the CITY from assessing administrative fees it deems necessary to support its review functions.

**K. COST RECOVERY TO DEPARTMENT **

1. The CITY shall reimburse to the DEPARTMENT a percentage of the permit fees collected under this Agreement to cover costs associated with the DEPARTMENT's oversight of the delegated stormwater permit program. This percentage shall be in accordance with the following schedule:
 - a. First Year: 50% of the fee authorized by rule 62.4.050(4)(0).
 - b. Second Year: 25% of the fee authorized by rule 62.4.050(4)(0) & (r).
 - c. Third Year through Remainder of Duration of Agreement: 10% of the fee authorized by rule 62.4.050(4)(0),
2. The above fees shall be made payable to the DEPARTMENT not later than June 1 of each year this Agreement is in effect.

ARTICLE III. STAFF TRAINING

- A. The DEPARTMENT shall provide to the CITY the training necessary for the CITY to use the DEPARTMENT's regulatory system software, rules and procedures.
- B. The CITY's staff responsible for implementing the terms of this Agreement shall regularly attend training sessions and workshops at the expense of the CITY to maintain and improve their knowledge and competence in implementing this Agreement. The DEPARTMENT will invite the CITY representatives to train in appropriate training sessions held by the DISTRICT or DEPARTMENT.

ARTICLE IV. RECORDS MANAGEMENT

A. GENERAL REQUIREMENTS

The CITY shall maintain organized files of all public records and materials prepared or received in connection with any official business taken pursuant to this Agreement which is intended to perpetuate, communicate or formalize knowledge. The CITY shall comply with chapter 119 of the Florida Statutes, with regard to the inspection, copying, maintenance and disposition of public records. The CITY shall also comply with the provisions of section 403.111 relating to the non-disclosure of any confidential information received from an applicant for a stormwater permit under this Agreement.

B. REPORTING TO THE DEPARTMENT

- 1. The CITY shall submit a quarterly report to the DEPARTMENT which describes the CITY's permitting and enforcement activities for the previous quarter for its responsibilities outlined in this Agreement. The report shall include:
 - a. A list of all exemptions verified, permits issued, and applications denied by the CITY including the project name, property owner and location, including Section, Township and Range.
 - b. A list of all projects under review by the CITY which may also require other DEPARTMENT permits (Dredge and Fill, Industrial Waste, Hazardous Waste, Solid Waste, Domestic Wastewater, Drinking Water).
 - c. A summary of processing time frames for all pending applications and all applications for which agency action has been taken for the reporting period.

- d. A listing of enforcement inspections made, including project name, property owner and location.
- e. A listing of all Notices of Violation or other enforcement notices issued, including violator's name, location of violation and nature of violation.
- f. A description of any formal enforcement actions, including litigation, taken by the CITY.
- g. A listing of final orders issued consistent with the requirements of sections 120.532 and 120.533 of the Florida Statutes.

ARTICLE V. AUDITS AND PERFORMANCE EVALUATIONS

- A. In order to promote consistency, the DEPARTMENT may review, upon a minimum of two weeks prior notice to the CITY, any delegated stormwater discharge permit application which the CITY is reviewing pursuant to this Agreement. The DEPARTMENT may also randomly inspect project sites for which an application is being processed by the CITY, in cooperation with the CITY and (as necessary) with the applicant.
- B. The DEPARTMENT will periodically conduct financial audits and programmatic performance evaluations of the CITY's implementation of the delegated program. The CITY will have adequate time to complete pre-audit surveys and to comment on draft audit findings.
- C. The purpose of the financial audits is to determine if all fees for permits, moneys for enforcement actions, and other funds received by the CITY for delegated activities have been accounted for and distributed in accordance with this Agreement.
- D. The purpose of the performance evaluations is to determine if permit applications, monitoring programs, compliance efforts, and enforcement actions are being managed in accordance with applicable requirements and policies, and that appropriate files are being maintained for all delegated permitting actions taken, monitoring programs, enforcement actions, and other responsibilities assumed by the CITY. The files shall be maintained for the period of delegation.
- E. The DEPARTMENT will have a goal of performing a performance evaluation annually.

ARTICLE VI NOTICES

All notices and reports required or permitted to be given under the terms and provisions of this Agreement by a party to the other parties shall be in writing and shall be sent by registered or certified mail, return receipt requested, to the parties as follows:

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Bureau of Submerged Lands & Environmental Resources , MS 2505
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

- or -

Northwest District Branch Office
2815 Remington Green Circle, Suite A
Tallahassee, Florida 32308

-or-

City of Tallahassee
Director, Growth Management
300 South Adams Street
Tallahassee, Florida 32301

or to such other address as may hereafter be provided by the parties in writing. Notices by registered or certified mail shall be deemed received on the delivery date indicated by the U.S. Postal Service on the return receipt.

ARTICLE VII. RIGHTS OF OTHERS

Nothing in this 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative(s) on the latest day and year noted below.
Approved by the City Commission on _____.

WITNESS:

DEPARTMENT OF ENVIRONMENTAL PROTECTION, BY ITS SECRETARY

By: Kathy B. [Signature]
Secretary/Executive Director

Date: 1.29.98

DEP

Date: _____

Legal Form Approved
Office of Counsel

By: *[Signature]*

Date: Jan 22, 1998

ATTEST:

CITY OF TALLAHASSEE

By: *[Signature]*
Robert B. Inzer
City Treasurer-Clerk

By: *[Signature]*
Anita R. Favors
City Manager

Date: 8/1/97

Approved as to form:

[Signature]
James R. English
City Attorney