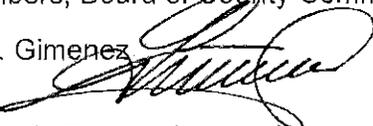


Memorandum



Date: July 14, 2015

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Approval of 25-year License Agreement with Florida Gas Transmission Company, LLC for operation and maintenance of a 12-inch pipeline at Miami International Airport at an annual license fee of \$43,524.25

Agenda Item No. 14(A)(12)

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached 25-year License Agreement with Florida Gas Transmission Company, LLC (FGT) for operation and maintenance of a 12-inch pipeline at Miami International Airport (MIA) to facilitate hydrostatic testing of FGT's existing and separate 18-inch natural gas mainline, at an annual license fee of \$43,524.25.

SCOPE

MIA is located primarily within Commission Rebeca Sosa's District 6; however, the impact of this agenda item is countywide as MIA is a regional asset.

FISCAL IMPACT/FUNDING SOURCE

FGT shall pay to the Miami-Dade Aviation Department (MDAD) an annual license fee of \$43,524.25 plus applicable state taxes. The license fee may be adjusted by MDAD each October 1, prorated as appropriate, to reflect a change in applicable land rates as established by the Board.

DELEGATED AUTHORITY

In accordance with Miami-Dade County code Section 2-8.3, related to identifying delegation of Board authority, the rights of the County under the License Agreement may be exercised by the Mayor or the Mayor's designee, including the right to adjust the license fee annually and to terminate the license.

TRACK RECORD/ MONITOR

FGT has an excellent payment record to the County. MDAD Francis Audwyn will monitor the license agreement.

BACKGROUND

FGT is a national natural gas company and is regulated by the Federal Energy Regulatory Commission (FERC). FGT is known to the County through natural gas pipeline easements that have been conveyed to FGT by the County. Because the County does not enter into easements for use of Airport property, FGT's use of the Airport for pipelines must be authorized through a license agreement.

FGT has two below-ground gas pipelines installed on the west side of MIA: one 18-inch pipeline and one 12-inch pipeline. The older 18-inch pipeline was originally installed in 1979. The 12-inch pipeline was recently installed under a temporary license issued by the Aviation Department in order for FGT to meet its statutory obligations and FERC requirements. The 12-inch line is needed to facilitate hydrostatic testing required for the 18-inch pipeline. The attached 25-year License Agreement applies only to the 12-inch pipeline.

In addition to the underground pipeline, there are several surface area sites above the pipeline that allow FGT to access the 12-inch pipeline for the hydrostatic testing. The underground portion of the

Honorable Chairman Jean Monestime
and Members, Board of County Commissioners
Page 2

pipeline covers 7,665 square feet of Airport property and the surface sites cover 8,162 square feet of land for a total licensed area of 15,827 square feet.

Now that the 12-inch pipeline and its surface sites have been installed, FGT needs a longer-term license for the future operation and maintenance of the 12-inch pipeline and its surface sites. The temporary license expires July 31, 2015 and the attached 25-year license will commence August 1, 2015, and expire July 31, 2040.



Jack Osterholt, Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: July 14, 2015

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

SUBJECT: Agenda Item No. 14(A)(12)

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 Mayor'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. 14(A)(12)
7-14-15

RESOLUTION NO. _____

RESOLUTION APPROVING TWENTY-FIVE YEAR LICENSE AGREEMENT WITH FLORIDA GAS TRANSMISSION COMPANY, LLC (FGT) FOR FGT'S OPERATION AND MAINTENANCE OF A TWELVE-INCH PIPELINE AT MIAMI INTERNATIONAL AIRPORT AT AN ANNUAL LICENSE FEE INITIALLY IN THE AMOUNT OF \$43,524.25; AUTHORIZING THE MAYOR OR DESIGNEE TO EXERCISE ALL PROVISIONS CONTAINED THEREIN, INCLUDING THE TERMINATION PROVISIONS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and document, copies of which are incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the attached twenty-five (25) year License Agreement between Miami-Dade County and Florida Gas Transmission Company, LLC (FGT), for the operation and maintenance of a twelve-inch (12") pipeline at Miami International Airport at an initial annual license fee of \$43,524.25; and authorizes the Mayor or designee to exercise all provisions contained therein, including the termination provisions.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman

Esteban L. Bovo, Jr., Vice Chairman

Bruno A. Barreiro

Jose "Pepe" Diaz

Sally A. Heyman

Dennis C. Moss

Sen. Javier D. Souto

Juan C. Zapata

Daniella Levine Cava

Audrey M. Edmonson

Barbara J. Jordan

Rebeca Sosa

Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 14th day of July, 2015. 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: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

GKS For

Thomas P. Abbott

License No. L-008026
Customer No. 00002977

**NONEXCLUSIVE
LICENSE
FOR INSTALLATION, OPERATION,
MAINTENANCE AND REPAIR OF NATURAL GAS
PIPELINE AT MIAMI INTERNATIONAL AIRPORT**

THIS LICENSE made this _____ day of _____ 2015, by and between **MIAMI-DADE COUNTY, FLORIDA**, as "Licensor" or "County", and **FLORIDA GAS TRANSMISSION COMPANY, LLC**, a Delaware limited liability company, authorized to do business in the State of Florida, as Licensee.

WITNESSETH:

**ARTICLE 1
Grant of License**

The Licensor, for the good and valuable considerations contained herein, hereby grants unto the Licensee a nonexclusive license and privilege to enter, and to perform any lawful acts required for the purposes, manner, terms and conditions set forth herein and particularly those set forth in Article 8, on the property as described and shown in Exhibit P, dated April 1, 2012, attached hereto and made a part hereof (the "Licensed Property").

**ARTICLE 2
Right of Flight Reserved**

There is hereby reserved to the Licensor, its successors and assigns, for the use and benefit of the County and the public, a right of flight for the passage of aircraft in the air space above the surface of the Licensed Property herein described, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation or flight in the air using said air space or landing at, taking off from or operating on the land and/or facilities at the Airport.

**ARTICLE 3
Height Restrictions**

The Licensee expressly agrees for itself, its successors and assigns to restrict the height of structures, objects of natural growth and other obstructions to be located as authorized herein on the described land and facilities to such a height so as to comply with Federal Aviation Regulations, Part 77, and with the Code of Miami-Dade County, whichever is more restrictive, as same may be amended from time to time.

ARTICLE 4
Use of Property not to Constitute an Airport Hazard

The Licensee expressly agrees for itself, its successors and assigns, to prevent any use of the described Property which would unreasonably interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard. Licensor agrees Licensee's existing use does not unreasonably interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

ARTICLE 5
Indemnification

The Licensee shall indemnify and save the County harmless from any and all claims, liability, losses and causes of actions which may arise out of the granting of this License or the use and activities of the Licensee under this License, except to the extent such claim, liability, loss or cause of action is occasioned by the negligence of the County. The Licensee shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend, using attorneys acceptable to both the County and the Licensee, all suits in the name of the County, when applicable, including appellate proceedings, and shall pay all costs, judgments and attorney fees which may issue thereon.

ARTICLE 6
Licensee Bound to Certain Conditions

By acceptance of this License, the Licensee agrees to the terms and conditions stated herein and further agrees to be bound by and subject to the terms and conditions of those documents by which Licensor acquired the property which is subject to this License and the terms, conditions or restrictions contained in any current or future agreements between the Licensor and the Federal Government relating to the Property which is subject to this License, or relating to the airport.

ARTICLE 7
Term; Termination of Prior License

(A) Licensee currently occupies the Licensed Property under Temporary License No. L-003638 which expires on July 31, 2015. Upon approval of this Non-Exclusive License Agreement ("Agreement"), the Agreement shall extend for a term of twenty-five (25) years, commencing on August 1, 2015 and expiring on July 31, 2040; provided, however, this License is subject to termination as set forth in Article 13.

(B) Effective immediately prior to the commencement of this License No. L-008026 covering the Licensed Premises, the Temporary License for the same Licensed Premises under License No. L-003165 shall stand terminated and be of no further effect; provided, however, Licensee shall continue to be liable for all obligations that arose under such Temporary License.

(C) The granting of this License shall in no way prohibit or restrict the County from installing or granting other persons, firms or corporations the right to install pipelines or other utilities within the same area covered by this License. Such persons, firms or corporations shall sign the Licensee form of encroachment agreement which includes the Licensee's engineering and construction specifications.

ARTICLE 8
Purpose of License

(A) This nonexclusive License shall be used by the Licensee solely for the purpose of operating, maintaining, repairing, replacing or removing, and, with the approval of the Licensor which shall not be unreasonably withheld, changing the size of, under, along, and across the Airport lands and property of the County, as shown on Exhibit P hereto, one natural gas pipeline and feeder lines, as a common carrier for the carriage of natural gas, along the routes and lines as specifically shown on the drawing marked "Exhibit P", attached hereto as a part hereof, or such other amended route as approved by the Licensor.

(B) The pipeline used hereunder shall be operated, maintained, repaired, replaced, resized and removed, as necessary, at the sole cost and expense of the Licensee and at no cost or expense whatsoever to the County.

(C) The Licensee's pipeline is in the location and along the route-line shown as marked on Exhibit P attached hereto. Licensee shall be entitled to place the 12" pipeline at an approved depth in those areas on Exhibit P that are marked as "Baseline" areas. Licensee shall be entitled to install approved above-ground equipment, stations, and devices in those areas on Exhibit P that are marked as "Surface" areas.

(D) This License shall vest in the Licensee no right, title or interest in or to Airport lands, which are the property of the County, under, along, and across which the Licensee has installed and maintains its pipelines, other than the right to use the same for pipeline purposes as stated herein and subject to the regulations and conditions herein set forth. It is expressly understood that the fee interest to such lands shall remain in the County for any and such uses as the County may deem proper; provided, however, if any proposed use of such lands by the County presents a hazard to the pipelines or feeder lines of the Licensee installed under this License, the Licensee shall receive due notice of such proposed use, and shall have a reasonable time to adequately protect its pipeline or feeder lines, or move its pipeline or feeder lines subject to Licensor approval at the Licensee's sole cost and expense.

ARTICLE 9
Construction, Maintenance and Relocation

(A) The Licensee agrees that all installations of pipelines and feeder lines and the operation, maintenance, repair, replacement, changing the size of and removal such pipelines and feeder lines facilities ("Facilities") shall be accomplished in accordance with all applicable Federal, laws, statutes, or requirements, and in particular the provisions of 49 CFR Part 192, Transportation of Natural and other Gas by Pipeline: Minimum Federal Safety Standards.

(B) The Licensee specifically agrees that all underground pipelines and feeder lines constructed or installed on or under the Airport lands and facilities of the County, whether before or after the date hereof, which are the subject of this License, shall be installed with a minimum cover of 4 feet under the existing ground level.

(C) The Licensee agrees that pipeline and feeder lines constructed or relocated after the date hereof shall be designed and constructed to withstand maximum anticipated

external loading under all existing and subsequently constructed roads, pavements, railroad crossings, runways and taxiways.

(D) The Licensee shall not create any obstruction or conditions which are or may become dangerous to the public or which would otherwise interfere with the safe and efficient operation of the airport.

(E) The Licensee shall promptly repair any damage or injury (environmental or otherwise) to the Licensed Property, or to adjacent roads, pavement, highways, canals, sewage lines, taxiways or runways or appurtenances thereto caused by Licensee during the exercise of the privileges granted in this License, restoring same to the original condition as near as is reasonably practicable and as reasonably agreed upon by the County, at no cost to the County whatsoever.

(F) The License granted herein to the Licensee is nonexclusive. The County may grant like or similar licenses to others subject to the requirements of Paragraph 7(C) or grant contracts or leases for the construction of airport facilities in the immediate vicinity of Licensee's installations; provided, however, that installations made under such licenses or contracts or leases granted to others shall not unnecessarily or unreasonably interfere with the installations made by the Licensee under the License. The County specifically reserves the right to cross or to permit others to cross or parallel the pipeline and feeder line installations of the Licensee installed under this License with pipelines, roads, airport facilities, and utilities (collectively, "Third Party Facilities"), and to permit other parties to construct airport facilities in the immediate vicinity of such installations. However, third party crossings or parallel installations will require the third party to enter into an Encroachment Agreement with Licensee, at Licensee's option. In the event the County grants contracts, leases, or licenses which may affect the use by the Licensee of the Airport lands and facilities subject to the license herein granted, the Licensee shall be given 60 days' notice by the Licensor of its intention to grant such contracts, leases, or licenses for the construction or installation of such Third Party Facilities across or parallel to or in the immediate vicinity of the pipeline and feeder line installations of the Licensee authorized herein, or to grant permission for same to others. The Licensee shall be given copies of the plans and specifications for such Third Party Facilities prior to the construction of same, upon request by Licensee.

(G) Should the Licensee or the Licensor determine that the Licensee's pipelines and/or feeder lines must be relocated and/or protected because of the construction of Third Party Facilities, the Licensee shall relocate and/or protect its pipeline and/or feeder lines in accordance with all federal rules and regulations within the timeframe reasonably needed to comply with all federal rules and regulations. All costs associated with such relocation and/or protection necessitated by the construction of Third Party Facilities shall be borne by the benefiting party; provided, however, all such costs associated with such relocation and/or protection necessitated by the Licensor's construction of an airport project to be used in common by all airport users or to be occupied by multiple users shall be borne by the Licensee.

(H) Notwithstanding anything to the contrary herein, the Licensee shall not be required to bear any cost of relocating and/or protecting its pipeline and/or feeder lines when such costs arise from the installation of a natural gas pipeline by a Third-party to be operated in competition with the Licensee, licensed by the County, in its proprietary capacity as operator of the Airport. The Licensee shall not be required to relocate and/or protect its pipeline and/or feeder lines unnecessarily, unreasonably nor for any reason that is not for the sole or primary benefit of the County (and an airport project to be used in

common by all airport users or to be occupied by multiple airport users shall be deemed to be for the sole or primary benefit of the County), as determined by the Board in a Resolution to such effect, in conjunction with its obligation to operate, maintain and develop the Airport. The Licensor agrees to cooperate with the Licensee to minimize or reduce the Licensee's expenses for any such relocation and/or protection work. The Licensee agrees to install and/or relocate the pipelines facilities so as not to interfere with existing structures, utilities, pipelines, culverts, cables and the like, whether owned by the County or others.

ARTICLE 10
License Fee/Payments

(A) Commencing on August 1, 2015 and extending to October 1, 2015, and annually thereafter unless changed as provided for herein, the Licensee shall pay to the Licensor for the privileges granted under this License, the sum of \$43,524.25. per year, plus applicable sales tax, which is based on one-third (1/3) of the then-current square foot land rate (Zone 1) multiplied by five (5) and then multiplied by the combined linear and surface square foot area. By way of example, the current square foot land rate is \$1.65, and, as reflected on Exhibit P, the linear length of the sub-surface "Baseline" area is 7,665 feet and the above ground "Surface" area is 8,162 square feet, for a total of 15,827 feet. The license fee for this example would therefore be $\$1.65 \times 1/3 \times 5 \times 15,827$, for a total annual license fee of \$43,524.25

(B) It is understood that, in the event of any change to the linear or square footage measurements as reflected in Exhibit P, the license fee shall be reduced or increased to reflect the change in total lineal and square footage under the Licensed Premises.

(C) The yearly sum due under this Agreement may be adjusted by the Licensor on October 1, 2015, and October 1 of each year thereafter (or at such other dates if changed by the Board of County Commissioners for all similarly situated properties at the Airport), prorated as appropriate, to reflect a change in the applicable land rate established by the Board of County Commissioners of Miami-Dade County. Any such change shall be reflected in a letter sent by Licensor in a reasonable time period following the Board's action, advising Licensee of any such change. Licensee shall pay any increase in the annual licensed fee on a retroactive basis to the effective date of the change. Any license fee owing by Licensee for the period prior to October 1, 2015, including the license fee payable for the period from April 1, 2015 through July 31, 2015 at the rate of \$1.90 per square foot, shall be paid within thirty (30) days of the execution of this License by both parties.

(D) The Licensee shall make its payment to the following address:

Miami-Dade County Aviation Department
Accounting Division
Post Office Box 526624
Miami, Florida 33152-6624

Payment may be made by hand-delivery to the offices of the Licensor during normal working hours.

ARTICLE 11
Force Majeure

Neither the County nor the Licensee shall be liable for any violation and breach of any provision hereof caused by an Act of God, rebellion, invasion, or insurrection over which they have no control.

ARTICLE 12
Assignments/Subletting

This License shall not be assigned, nor sublet in whole or in part by the Licensee without the consent of the Licensor first obtained in writing, which consent shall not be unreasonably withheld or conditioned. However, Licensee may assign this License, without the consent of the Licensor, to a parent company, a wholly-owned subsidiary of Licensee or of Licensee's parent company, or a partnership or other entity in which Licensee maintains a majority ownership interest, provided that the pipeline's current use does not change and is compliant with all federal rules and regulations that govern the pipeline. Upon the Licensor's request, Licensee will provide any organizational information related to the assigned parent, subsidiary, partnership or other entity to the Licensor.

ARTICLE 13
Termination

In the event that (i) the Licensor's future use of the surface area of the Property conflicts with the Licensee's use of the Licensed property and the parties are unable to achieve a mutually acceptable solution to the conflict, or (ii) the Licensee fails to pay the license fee within sixty (60) days of Licensor's demand for payment of an amount then due, the rights granted the Licensee by this License may be terminated on one hundred eighty (180) days' written notice of either party to the other party. Upon receipt of the termination notice by the receiving party, Licensee shall then have a reasonable period of time thereafter to comply with all federal rules and requirements regarding the abandonment or relocation of the pipeline facilities and to remove and/or relocate their facilities from the Property.

ARTICLE 14
Quiet Use

The Licensee agrees that in its use and enjoyment of the License hereunder and in the exercise of the rights herein permitted, it will comply with the provisions of 49 CFR Part 192, Transportation of Natural and Other Gas by Pipeline; Minimum Federal Safety Standards and all other applicable Federal requirements. The Licensee shall construct, install and control its operation of said pipeline pursuant to the provisions of 49 CFR Part 192 so as to avoid the creation of any nuisance on the airport and so as not to create any danger to persons or property.

ARTICLE 15
Notices

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

As to the County (Licensor):
Aviation Director
Miami-Dade County Aviation Department
Post Office Box 025504
Miami, Florida 33102-5504

As to the Licensee:
Terry Coleman
Sr. Right of Way Agent
Florida Gas Transmission Company, LLC
2405 Lucien Way, Suite 200
Maitland, FL 32751

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. Hand delivered notices shall be deemed received when presented to the local management representative of the Licensee or to the office of the Director of the Licensor.

ARTICLE 16
Ingress and Egress

The Licensee, its servants, agents, employee, and independent contractors shall at all times have the right of ingress and egress on land under the control of the Licensor to and from the location of the said pipeline and feeder lines of the Licensee for the purpose of installing, operating, maintaining, repairing, replacing, changing the size of, relocating and removing the pipelines and feeder lines of the Licensee installed under this License, and further to use such reasonable additional land of the County adjacent to the location of such pipelines and feeder lines installations as may necessary for the movement of men, materials, and equipment for the above purposes, subject to any security requirements of the Licensor, the TSA, or the FAA and to payment by Licensee for any use of such additional land in excess of a temporary use; provided, however, that at no time and under no circumstances, shall any such movement of movement of men, materials, and equipment obstruct or interfere with the air space, air traffic in the air or on the Airport, or, except as approved by Licensor, vehicular traffic. In performing any such activities, the Licensee shall at all times comply with all applicable rules and regulations of the Licensor, Chapter 25, Code of Metropolitan Miami-Dade County, Florida, operational directives issued thereunder and all applicable laws, statues, ordinances, regulations and rules of the Federal, State, and County Governments, including specifically all applicable environmental and Federal air and safety laws, rules and regulations, to the extent that such requirements, except for security requirements, are not inconsistent with Licensee's obligations under The Natural Gas Act and/or The National Gas Pipeline Safety Act. Licensee shall cause the premises and additional lands to be restored to the condition they were in prior to any such activities, as near as is reasonably practicable.

ARTICLE 17
Removal of Licensee's Facilities

The Licensee shall within sixty (60) days after the termination of this License and in compliance with all applicable federal rules and regulations remove, at the Licensee's sole cost and expense, the pipeline and feeder lines owned by the Licensee from the roads and property of the County, or, if approved in writing by the Licensor, and, if permitted by the appropriate Federal, State and County environmental agencies, close and abandon such pipelines and feeder lines, in place. If the pipeline and feeder lines are to be removed, the base and surface of the roads and other disturbed property of the County shall be restored at the Licensee's sole cost and expense, and at no cost or expense to the County, to as good a condition the property was in prior to such removal as is reasonably practicable.

ARTICLE 18
Rules and Regulations

The Licensee hereby further agrees to comply with all applicable laws, statutes, ordinances, rules and regulations of any lawful authority having jurisdiction over the activities of the Licensee, specifically the provisions of 49 CFR Part 192, which promulgates the federal safety standards governing the operations of Licensee.

ARTICLE 19
Insurance

Insurance Required: In addition to such insurance as may be required by law, the Licensee shall maintain, without lapse or material change, for so long as it occupies the Premises, the following insurance:

- a) Commercial General Liability Insurance on a comprehensive basis, including explosion, collapse, underground and contractual liability in an amount not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage. The County must be shown as an additional insured with respect to this coverage, but only to the extent of Licensee's Indemnity obligations contained herein. Additionally, Licensee shall have the right to self-insure this requirement in an amount not greater than \$1 million.
- b) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used by the Licensee in connection with its operations under this Agreement in an amount not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage.
- c) Pollution and Remediation Legal Liability insurance in an amount not less than \$2,000,000 covering third party claims, remediation expenses, and legal defense expenses arising from loss, expense or claim related to the release or threatened release of Hazardous Materials on County property.

- d) \$300,000 combined single limit per occurrence for bodily injury and property damage covering vehicles when being used by the Licensee off of the AOA.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Licensee under this Agreement. All insurance policies required pursuant to the terms of this Agreement shall be issued in companies approved to do business under the laws of the State of Florida. Such companies must be rated no less than "A-" as to management, and no less than "VII" as to strength in accordance with the latest edition of "Best's Insurance Guide", published by A.M. Best Company, Inc., or its equivalent, subject to approval of the County Risk Management Division.

Insurance Certificates Required: Prior to the commencement of operations hereunder and annually thereafter, the Licensee shall furnish or cause to be furnished certificates of insurance which certificates shall clearly indicate that:

- a) The Licensee has obtained insurance in the types, amounts and classifications as required for strict compliance with this Paragraph;
- b) The policy cancellation notification provisions specify that written notice of any early termination or cancellation of the policy shall be provided to the County by no later than the time provided in the policy; and
- c) The County is named as additional insured with respect to the Licensee's Commercial General Liability policies.

On said insurance certificates, Commercial General Liability coverage shall include explosion, collapse, underground and contractual liability, and notification of cancellation shall include notification of material changes in the policies.

Provided such change is applicable to all other similarly situated County licensees, the County reserves the right to require the Licensee to provide such reasonably amended insurance coverage as it deems necessary or desirable, upon issuance of notice in writing to the Licensee, which notice shall automatically amend this Agreement effective 60 days after such notice.

Compliance: Compliance with the requirements of this Paragraph (Insurance) shall not relieve the Licensee of its liability under any other portion of this Agreement.

Right to Examine: In the event that Licensee obtains third party insurance coverage, the County reserves the right, upon reasonable notice, to examine the original or true copies of policies of insurance (including but not limited to binders, amendments, exclusions, riders and applications) to determine the true extent of coverage. Licensee shall provide copies to the County, or in the alternative, a physical inspection of the policies can take place at the offices of the Licensee.

ARTICLE 20
Severability

If any provision of this License or the application thereof to either party to this License is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions of this License which can be given effect without the invalid provision, and to this end, the provisions of this License are severable.

ARTICLE 21
Governing Law/Venue

This License shall be governed and construed in accordance with the laws of the State of Florida. The venue of any action on this License shall be laid in Miami-Dade County, Florida, and any action to determine the rights or obligations of the parties hereto shall be brought in the state or Federal courts located in Miami-Dade County.

ARTICLE 22
Trust Agreement

Notwithstanding any of the terms, provisions and conditions of this License, it is understood and agreed by the parties hereto that, to the extent of any inconsistency with or ambiguity relating to the terms and conditions of this License, and the level of rents, fees or charges required hereunder and their periodic modification or adjustment as may be required by the provisions of the Amended and Restated Trust Agreement dated as of the 15th day of December 2002, as amended, by and between the County and J.P. Morgan Chase Bank as Trustee and Wachovia Bank, National Association as Co-Trustee (the "Trust Agreement"), shall prevail and govern at all times during the term of this License. Copies of the Trust Agreement are available for inspection in the offices of the Licensor during normal working hours.

If, at any time during the term of this License, a Federal Agency or court of competent jurisdiction shall determine that any of the terms and conditions of this License, including the fees and charges required to be paid hereunder to the County by the Licensee or by other licensees under other agreements of the County for the License or use of facilities used for similar purposes, are unjustly discriminatory, the County shall have the right to modify such terms and conditions and to increase or otherwise adjust the rentals, fees and charges required to be paid under this License in such manner as the County shall determine is necessary and reasonable so that the rentals, fees and charges payable by the Licensee and others shall not thereafter be unjustly discriminatory to any user of like facilities and shall not result in any violation of the Trust Agreement or in any deficiency in revenues necessary to comply with the covenants of the Trust Agreement. In the event the County modifies the terms and conditions of this License, including any adjustment of the fees and charges required to be paid to the County pursuant to this provision, this License shall be amended to incorporate such modification of the terms and conditions including the adjustment of fees and charges upon the issuance of written notice from the Licensor to the Licensee.

ARTICLE 23
Nondiscrimination

The Licensee, in exercising any of the rights or privileges herein granted, shall not on the grounds of race, color, sex, religion, disability or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by, the Americans with Disabilities Act, and other applicable Federal, State and County laws, rules and regulations.

ARTICLE 24
Drug-free Workplace Certification

Licensee certifies that it has a Drug-Free Workplace Policy and that such policy applies to all employees of the Licensee.

ARTICLE 25
Right of County

The County shall have the absolute right, without limitation, to make any repairs, alterations and additions to any structures and facilities at the Airport. The County shall, in the exercise of such right, be free from any and all liability to the Licensee for business damages occasioned during the making of such repairs, alterations and additions, except those occasioned by the negligence of the County, its employees, or agents. The Licensor shall endeavor to notify the Licensee a minimum of 3 working days prior to making such repairs, alterations and additions to any structures or facilities which might endanger or otherwise affect the Licensee's pipeline or feeder lines installed pursuant to this License.

ARTICLE 26
Rights To Be Exercised By the Aviation Department

Wherever in this License the County or Licensor is granted certain rights or is authorized or required to take certain actions, such rights may be exercised or actions taken by the County's Aviation Department.

ARTICLE 27
Interpretation

This License is the result of negotiations between the parties hereto and has been typed/printed by one party for the convenience of both parties, and the parties covenant that this License shall not be construed in favor of or against any of the parties hereto.

[Remainder of this page is intentionally omitted]



IN WITNESS WHEREOF, the Licensor has caused this Nonexclusive License to be executed by the County Mayor or his designee, and the Licensee has accepted the same under the conditions stated herein as of the date first above written.

**BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA**

By: _____
Mayor or Designee

ATTEST: Harvey Ruvlin, Clerk

By: _____
Deputy Clerk

(COUNTY SEAL)

FLORIDA GAS TRANSMISSION COMPANY, LLC

By: _____ *with*
Robert Rose

Print Name



