

MEMORANDUM

Agenda Item No. 8(L)(1)

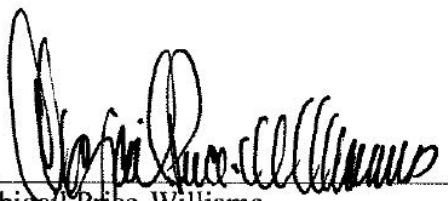
TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: May 19, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving Agreement No. 4600003429 between Miami-Dade County, the South Florida Water Management District, and the Miami-Dade Limestone Products Association, Inc., for the refurbishment of one water control structure and the operation and maintenance of three water control structures, to be funded by the Miami-Dade Limestone Products Association, Inc.; and authorizing the County Mayor to execute the agreement and exercise all rights contained therein


The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Commissioner Jose "Pepe" Diaz.


Abigail Price-Williams
County Attorney

APW/uw

Date: May 19, 2020

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

From: Carlos A. Gimenez 
County Mayor

Subject: Resolution Approving an Agreement with the South Florida Water Management District and the Miami-Dade Limestone Products Association, Inc. for the Refurbishment of One Water Control Structure and the Operation and Maintenance of Three Water Control Structures

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached Agreement No. 4600003429 with the South Florida Water Management District (SFWMD) and the Miami-Dade Limestone Products Association, Inc. (MDLPA) for the refurbishment of one water control structure and the operation and maintenance of three water control structures in the Northwest Wellfield Canal, and authorize the execution of the Agreement. This Agreement (1) allows the MDLPA to refurbish at MDLPA's expense the County's existing L-30 Canal Structure located on SFWMD property; (2) allows the SFWMD to operate and maintain three water control structures, including the L-30 Canal Structure, in coordination with the County and with funding from the MDLPA; and (3) allows the MDLPA and the SFWMD to continue their efforts to restore the Pennsuco Wetlands located between Water Conservation Area 3B and the Lake Belt mining area. The term of the Agreement is from the date of execution to July 1, 2038. The Agreement is attached as Exhibit 1 to the resolution.

Scope

The three water control structures are within Commission District 12, which is represented by Commissioner Jose "Pepe" Diaz.

Fiscal Impact/Funding Source

The MDLPA will fund all costs of refurbishment of the L-30 Canal Structure and the costs of operation and maintenance of all three water control structures. There will be no negative fiscal impact to the County.

Track Record/Monitor

Marina Blanco-Pape, P.E., Chief of Water Management in the Division of Environmental Resources Management, Department of Regulatory and Economic Resources (RER-DERM), will monitor the Agreement.

Background

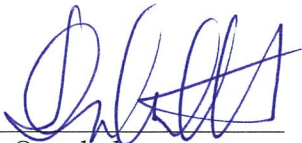
The Lake Belt is an area located in northwest Miami-Dade County that is home to rockmining activities that supply a significant amount of the limestone products used throughout the state of Florida. This area contains environmentally sensitive wetlands and also includes a large portion of the Northwest Wellfield Protection Area. Under the Miami-Dade County Lake Belt Plan, authorized by Section 373.4149 of the Florida Statutes, the MDLPA funds wetland restoration activities required pursuant to federal, state and county environmental permits. The first approved off-site mitigation area to offset the wetland impacts associated with mining in the Lake Belt was the Dade-Broward Levee Basin, also known as the Pennsuco

Wetlands, which is an Environmental Protection Subarea identified in the Miami-Dade County Comprehensive Development Master Plan. A component of this restoration effort includes improving wetland hydrology through minimizing seepage and by refining water management in the area.

The Northwest Wellfield Canal is owned by Miami-Dade County and, along with its associated water control structures, is used to manage water for recharge of the Northwest Wellfield. In order to improve and manage the hydrological restoration of the Pennsuco Wetlands, the MDLPA and the SFWMD propose to divert excess water from the Northwest Wellfield Canal to increase the water levels in the Pennsuco Wetlands.

The three water control structures governed by the proposed Agreement include the County's existing L-30 Canal Structure located on SFWMD property and two new water control structures, known as the West WPC Structure and the Pennsuco Diversion Structure, built by the MDLPA on the County's Northwest Wellfield Canal property. This Agreement identifies responsibilities and obligations of the parties to refurbish the L-30 Canal Structure and to maintain and operate all three water control structures for the purpose of diverting water to improve hydrology in the Pennsuco Wetlands. Under this Agreement, excess water in the Northwest Wellfield Canal, not needed for recharge of the Northwest Wellfield, will be diverted to the Pennsuco Wetlands, and the three water control structures will be operated and maintained consistent with wellfield protection and wellfield recharge, and in compliance with federal, state and county permits related to the protection of the Northwest Wellfield. The SFWMD and MDLPA acknowledge and agree that the protection of the wellfield water quantity and water quality, including but not limited to wellfield recharge, shall be paramount and shall take precedence over all other purposes and goals of this Agreement.

Under the proposed Agreement, the MDLPA will refurbish, at its expense, the County's existing L-30 Canal Structure in accordance with SFWMD and Miami-Dade County specifications. The MDLPA will also provide funding to SFWMD for the long-term operation and maintenance of all three water control structures. Any future work, such as the refurbishment of the existing water control structures, must comply with all applicable County contracting requirements. The Agreement contains a termination provision that can be triggered by the County to ensure, for example, the protection of wellfield water quantity and water quality.



Jack Osterholt
Deputy Mayor



MEMORANDUM
(Revised)

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

DATE: May 19, 2020

FROM: Abigail Price-Williams
County Attorney

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

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- 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)(1)
5-19-20

RESOLUTION NO. _____

RESOLUTION APPROVING AGREEMENT NO. 4600003429 BETWEEN MIAMI-DADE COUNTY, THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT, AND THE MIAMI-DADE LIMESTONE PRODUCTS ASSOCIATION, INC., FOR THE REFURBISHMENT OF ONE WATER CONTROL STRUCTURE AND THE OPERATION AND MAINTENANCE OF THREE WATER CONTROL STRUCTURES, TO BE FUNDED BY THE MIAMI-DADE LIMESTONE PRODUCTS ASSOCIATION, INC.; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND EXERCISE ALL 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 approves Agreement No. 4600003429 between Miami-Dade County (County), the South Florida Water Management District (SFWMD), and the Miami-Dade Limestone Products Association, Inc. (MDLPA), in substantially the form attached hereto and made a part hereof as Exhibit 1, which provides for the refurbishment of one water control structure, known as the L-30 Canal Structure, by the MDLPA at the MDLPA's expense, and the operation and maintenance by the SFWMD, with funding from the MDLPA, of three water control structures consisting of the L-30 Canal Structure, the West WPC Structure, and the Pennsuco Diversion Structure.

Section 2. This Board authorizes the County Mayor or County Mayor’s designee to execute the Agreement in substantially the form attached, and exercise any termination provisions and all other rights contained therein.

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:

Audrey M. Edmonson, Chairwoman

Rebeca Sosa, Vice Chairwoman

Esteban L. Bovo, Jr.

Jose “Pepe” Diaz

Eileen Higgins

Joe A. Martinez

Dennis C. Moss

Xavier L. Suarez

Daniella Levine Cava

Sally A. Heyman

Barbara J. Jordan

Jean Monestime

Sen. Javier D. Souto

The Chairperson thereupon declared this resolution duly passed and adopted this 19th day of May, 2020. 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.



Abbie Schwaderer-Raurell

EXHIBIT 1

SFWMD Agreement No. 4600003429

Agreement

This agreement ("Agreement") is made on _____, 2019, by and between the Miami-Dade Limestone Products Association, Inc. ("MDLPA"), Miami-Dade County ("County"), and South Florida Water Management District ("SFWMD").

Background

A. Sections 373.4149 through 373.41495, Florida Statutes ("F.S."), describe the legal framework for the Miami-Dade County Lake Belt Mitigation Plan ("Plan"), which was developed in furtherance of environmental restoration, protection of Miami-Dade County's Northwest Wellfield, and continued mining operations in the area. Section 373.4149(5), F.S., provides that the Executive Director of the SFWMD may enter into agreements with other parties as necessary to effectuate the Plan.

B. The Lake Belt Mitigation Committee was established under Section 373.41492(6)(b), F.S. ("Committee"), to collect fees from mining operations and to oversee the expenditure of those fees to mitigate the impacts of mining ("Mitigation Fees"). The Committee consists of representatives from Miami-Dade County Department of Regulatory and Economic Resources, U.S. Army Corps of Engineers ("USACE"), U.S. Environmental Protection Agency ("USEPA"), U.S. Fish and Wildlife Service ("USFWS"), Florida Department of Environmental Protection ("FDEP"), Florida Fish and Wildlife Conservation Commission ("FWCC"), and SFWMD.

C. The MDLPA and SFWMD wish to continue their efforts to restore Pennsuco Wetlands located between Water Conservation Area 3B and the Lake Belt mining area through the construction, operation, and maintenance of water control structures in accordance with the December 2014 Dade-Broward Levee Improvements Conceptual Design Report dated June 2016 and prepared by Zan Kugler, P.E., LLC; provided, that such construction, operation, and maintenance comply with i) the requirements and procedures of this Agreement, and are consistent with wellfield protection and wellfield recharge, as determined in the sole discretion of Miami-Dade County, and ii) any and all other environmental considerations as enumerated in State, Federal and County permits related to the protection of the Northwest Wellfield.

D. Miami-Dade Limestone Products Association ("MDLPA") is a non-profit Florida Corporation. MDLPA proposes to refurbish and add remote control capability to the existing L-30 water control structure (L-30 located on SFWMD right-of-way property). MDLPA will provide funding to SFWMD in accordance with the Lake Belt Plan for the long-term operation and maintenance of the L-30 Canal Structure, the West WPC Structure, and the Pennsuco Diversion Structure (collectively, the "Three Water Control Structures," or "Water Control Structures"), and said Water Control Structures are also described in the Operational Protocols in Exhibit B. The Parties agree that the County owns the West WPC Structure and the Pennsuco Diversion Structures. In addition, although SFWMD owns the land under the L-30 Canal Structure, the County owns the actual L-30 Canal Structure. In the event that the County

determines in its sole discretion, based on wellfield protection or wellfield recharge, or based on any requirement in the applicable County, State, or Federal permits, that the West WPC Structure and the Pennsuco Diversion Structure are to be improved, modified or demolished in the future, MDLPA will cover all capital costs for improvements, modifications, or demolition, upon prior written approval from the County for said improvements, modifications or demolition.

E. The County is a political subdivision of the State of Florida and owns certain real estate interests (“County Property”) addressed in this Agreement. The L-30 Canal Structure is an existing structure that was constructed by the County and is located on SFWMD right-of-way property, and the L-30 Canal Structure is proposed to be refurbished by MDLPA pursuant to this Agreement.

F. As to the two water control structures located on County Property (the West WPC Structure and the Pennsuco Diversion Structure), said water control structures are owned by the County, and the County shall retain all of its rights as property owner to control the property at issue.

G. SFWMD is a government entity created under Chapter 373, F.S. Under this Agreement, SFWMD will operate and maintain the Three Water Control Structures using funds provided through the Committee, subject to the terms of permits, as may be amended, issued to the County and the MDLPA by the State and SFWMD, and provided that all such operations and maintenance are consistent with the procedures and requirements stated in this Agreement.

H. SFWMD, MDLPA, and Miami-Dade County recognize and agree that, notwithstanding anything in this Agreement to the contrary, the protection of the wellfield as to water quantity and water quality, including but not limited to wellfield recharge, shall be paramount and shall take precedence over all other purposes and goals of this Agreement. All requests by Miami-Dade County related to the protection of the wellfield, including but not limited to modifications to the operations of the structures and modifications to the Three Water Control Structures themselves, shall be complied with forthwith.

I. The following permits are pertinent to this Agreement:

1. In 1987, Surface Water Management Permit No. 13-00164-S was issued by SFWMD to the County for the construction of the Northwest Wellfield Canal and widening and deepening of the downstream Snapper Creek Canal. Per the surface water management evaluation summary, the overall intent of the project was to protect the Northwest Wellfield.

2. In 1996, Environmental Resource Permit No. 13-00901-P was issued by SFWMD to the County for the construction/operation of the DBL-2 canal structure, which was not constructed until 2003. This permit indicated the proposed control structure was designed to have a positive impact on water conservation in the area.

3. In 1999, Water Use Permit No. 13-00037-W was issued by SFWMD to

the County to modify and renew the existing permit for the Hialeah/Preston/Miami Springs/Northwest public water supply wellfields. The Water Use Permit required the County to submit an operational plan for the proposed structure. This plan was submitted in 2000.

4. In 2008, Water Use Permit No. 13-00017-W was issued by SFWMD to the County to renew, modify, and consolidate three existing water use permits. This permit required the volume of water delivered from the L-30 Canal be equal to the volume passed through the County DBL-2 canal structure. This condition addressed a concern that the Pennsuco wetlands west of the Northwest Wellfield Canal were being impacted due to seepage resulting from delivering water to the Snapper Creek Canal.

5. In 2015, Water Use Permit No. 13-00017-W was issued by SFWMD to the County to renew and modify the existing permit for public water supply for the Miami-Dade Water and Sewer Department (MDWASD). This permit stated that whenever the DBL-2 canal structure was opened for the purpose of raising water in the Northwest Wellfield Canal downstream, the upstream structure that delivers water from the L-30 canal shall be opened in a manner to deliver equal volumes to those passed through the DBL-2 canal structure and bridge.

6. Existing Lake Belt Mining Permits issued by the USACE and FDEP to MDLPA members currently require the completion of a seepage management project in the vicinity of the Dade-Broward Levee.

7. MDLPA received permits from the County (Class III permit 20130024), FDEP (Environmental Resource Permit No. 333005-001), and USACE (Section 404 SAJ 2015-00850[NW-KDS]) to construct the West WPC Structure and the Pennsuco Diversion Structure in the Wellfield Protection Canal and Class IV permit 20160002 to repair the existing levee (more particularly shown in Exhibit A), in order to reduce surface water flows through the levee and improve the hydroperiod in the adjacent Pennsuco wetlands.

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be realized by the parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties agree as follows:

1. The Background section above is hereby fully incorporated into this Agreement and made a part hereof.
2. **Exhibits.**

The following Exhibits are attached and are part of this Agreement.

- A – Location Map generally depicting the locations of the water control structures.
- B – Operational Protocol
- C – Operational & Maintenance 50-Year Cost Schedule

3. County Rights and Obligations.

a. **Operations.** The County will notify the SFWMD Operations Control Room when the County DBL-2 canal structure is opened and request that SFWMD provide an equivalent amount of flow from the L-30 Canal into the Northwest Wellfield Canal and in accordance with the Operations Protocol described in Exhibit B.

b. The County is the owner of interests in real property where the West WPC Structure and the Pennsuco Diversion Structure are located. This Agreement does not convey any County real estate interests, nor shall this Agreement be construed or interpreted to convey any County real estate interests, and the County shall retain all rights through its real estate interests to control the activities on the County Properties at issue in this Agreement. It is further agreed by the Parties that the County owns the West WPC Structure and the Pennsuco Diversion Structure.

c. Through this Agreement, the County agrees to allow the SFWMD to access, operate and maintain the Three Water Control Structures, provided that the operation and maintenance of the Three Water Control Structures: i) are consistent with a County approved annual Operation and Maintenance Plan and the Operations Protocols in Exhibit B; ii) provided that the operation and maintenance of the Three Water Control Structures is consistent with wellfield protection and wellfield recharge, as determined in the sole discretion of Miami-Dade County; iii) and provided that such construction, operation and maintenance comply with any and all other environmental considerations as enumerated in State, Federal and County permits related to the protection of the Northwest Wellfield. This Agreement, however, shall not relieve SFWMD, MDLPA, or their agents from having to obtain any and all County permits and approvals that would otherwise be required for such access, operation, and maintenance.

d. Prior to August 1 of each year, SFWMD will provide the County and MDLPA an annual Operation and Maintenance Plan and associated invoice for the upcoming fiscal year. The submitted annual Operation and Maintenance Plan will include all proposed activities anticipated during the upcoming fiscal year for County written approval. County written approval of the annual Operation and Maintenance Plan constitutes authorization for District access. Proposed changes to the Operational Protocols in Exhibit B of this Agreement shall also be submitted in writing by SFWMD and will require written approval by the County. Upon receipt of the above-mentioned documents, the County will ensure that those documents are reviewed by the relevant County department and divisions, and the County will send written notice of its approval or disapproval.

e. The County may terminate this Agreement if the County determines, in the County's sole discretion, that (i) any of the Three Water Control Structures were not constructed or refurbished properly or are not being maintained or operated properly; (ii) any of the Three Water Control Structures has become a nuisance or a danger; (iii) the Agreement, including but not limited to the operations of the Three Water Control Structures, is not consistent with the paramount goal of the protection of the wellfield; (iv) the Agreement is not

consistent with any provision of the applicable County, State or Federal permits; or (v) SFWMD, MDLPA or their agents are in breach of any provision of this Agreement. Such termination shall be effective upon 180 days-notice to MDLPA and the SFWMD. Upon such termination by the County, MDLPA and SFWMD shall have no rights to access, operate, or maintain the water control structures or access County property, unless otherwise granted permission by the County in writing. If requested by the County, upon termination, MDLPA shall remove at its own cost, the West WPC Structure and the Pennsuco Diversion Structure and any other improvements, or any portion thereof, in a manner approved in writing by the County.

4. MDLPA Rights and Obligations

a. MDLPA proposes to refurbish and add remote control capability to the L-30 Canal Structure. MDLPA will obtain approval of the project specifications and construction plans from SFWMD, the County, and any other agency having jurisdiction before MDLPA begins construction and said project and construction shall comply with all applicable County rules, regulations, and ordinances. Upon completion of the refurbishment of the L-30 Canal Structure, the MDLPA shall remain liable to the SFWMD and the County for the Three Water Control Structures, including maintenance and repairs, and shall indemnify the County and SFWMD. The funding for the Three Water Control structures was approved at the July 15, 2016, Lake Belt committee meeting.

J. Funding for Refurbishment and Operations. MDLPA, through the Committee, will provide to SFWMD the funding for long-term operation and maintenance of the Three Water Control Structures. A 50-year cost schedule for operation and maintenance is attached as Exhibit C. Prior to August 1 of each year, SFWMD will provide the County and MDLPA with a plan and an invoice for annual operational/maintenance services for the upcoming fiscal year. MDLPA will request funding through the Committee within 30 days of receipt of the invoice. Approval of final long-term operation and maintenance funds is scheduled for a future Committee meeting after completion of construction and refurbishment of the L-30 water control structure. In the event that the SFWMD and the County determine that any of the Three Water Control Structures should be modified and/or demolished in the future, MDLPA will cover all costs, including capital costs, for improvements, modifications, and/or demolition, upon prior written approval from the County and SFWMD. Notwithstanding anything in this Agreement to the contrary, in the event that the County determines in its sole discretion, based on wellfield protection or wellfield recharge, or based on any requirement in the applicable County, State, or Federal permits, that the West WPC Structure and the Pennsuco Diversion Structure are to be improved, modified or demolished in the future, MDLPA will cover all capital costs for improvements, modifications, or demolition, upon prior written approval from the County for said improvements, modifications or demolition.

5. SFWMD Rights and Obligations.

a. SFWMD will operate and maintain the Three Water Control Structures,

consistent with the procedures and requirements of this Agreement. A 50-year cost schedule for operation and maintenance services is attached as Exhibit C.

Prior to August 1 of each year, SFWMD will provide the County and MDLPA an annual Operation and Maintenance Plan and associated invoice for the upcoming fiscal year. MDLPA will request funding through the Committee within 30 days of receipt of the invoice. The submitted annual Operation and Maintenance Plan will include all proposed activities anticipated during the upcoming fiscal year for County written approval. County written approval of the annual Operation and Maintenance Plan constitutes authorization for SFWMD access. SFWMD shall submit proposed changes to the Operational Protocols in Exhibit B of this Agreement in writing and these will require written approval by the County.

Upon receipt of the above-mentioned documents, the County will ensure that those documents are reviewed by the relevant County department and divisions, and the County will send written notice of its approval or disapproval.

b. Funding for each year of this Agreement is subject to SFWMD Governing Board acceptance. If the Governing Board does not accept funding for Operation and Maintenance for any subsequent fiscal year, this Agreement will terminate immediately.

6. General Provisions

a. Intent. This Agreement is intended to allow the MDLPA to refurbish the L-30 water control structure and for the SFWMD to operate and maintain the Three Water Control Structures in accordance with a County approved water control plan, to the extent and provided that such operation and maintenance of said water control structures is consistent with wellfield protection and wellfield recharge, as determined in the sole discretion of Miami-Dade County, and provided that such construction, operation, and maintenance comply with any and all other environmental considerations as enumerated in State, Federal and County permits related to the protection of the Northwest Wellfield. This Agreement does not, and shall not be interpreted to, convey any property rights or confer, create or vest any rights in MDLPA or SFWMD with respect to Miami-Dade County, including but not limited to the water control structures, the County's canal operations, or the operation of the water control structures in any particular way. MDLPA and SFWMD acknowledge and agree that this Agreement may be terminated for convenience, and that they shall have no legal recourse against the County for injunctive relief, damages, or any other legal remedy.

b. Default. If MDLPA fails to perform or comply with any of the terms and provisions of this Agreement, then this Agreement shall, at the option of SFWMD and County, terminate.

c. Funding and Bonds. Bonds equal to the construction cost shall be provided for the costs of the refurbishment of the L-30 water control structure, and a bond may be required for maintenance, additional refurbishment, or demolition as required by Florida law and the County Code. Funding for operation and maintenance are available through Lake Belt

Trust Fund expenditures controlled by the Committee and administered through SFWMD per Section 373.41492, F.S.

d. Notices. Notices shall be mailed or sent by a national overnight courier service such as FedEx or prepaid first class mail. Notices to MDLPA shall be addressed to Jeff Rosenfeld, MacVicar Consulting, 4524 Gun Club Road – Suite 201, West Palm Beach, Florida 33415. Notices mailed to SFWMD shall be addressed to: South Florida Water Management District, 3301 Gun Club Road, West Palm Beach, Florida 33406, Attention: Robert Hopper, Land Stewardship Division. Notices mailed to County shall be addressed to: Marina Blanco-Pape, P.E., DERM Water Management Division, Department of Regulatory and Economic Resources, 701 N.W. 1st Court, 5th Floor, Miami, FL 33136.

7. Public Records. All parties must provide public access to all records concerning this Agreement according to applicable Florida laws including Chapter 119, Florida Statutes. Should any party assert any exemptions to Florida’s public records laws, the burden of establishing and defending such exemption by way of injunctive or other relief as provided by law, shall be upon the party making such assertion. Failure to comply with this section is a breach of this Agreement.

a. COUNTY public records provisions. To the extent required by applicable law, the parties shall:

- i. Keep and maintain public records required by County in connection with this Agreement.
- ii. Upon request from County’s custodian of public records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119 of the Florida Statutes, or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if MDLPA does not transfer the records to County.
- iv. Upon completion or termination of this Agreement, transfer, at no cost, to County all public records in possession of MDLPA or keep and maintain public records required by County in connection with this Agreement. If MDLPA transfers all public records to County upon completion or termination of this Agreement, MDLPA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If MDLPA keeps and maintains public records upon completion or termination of this Agreement, MDLPA shall meet all applicable requirements for retaining public records. All records stored electronically must be

provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

v. **IF THE PARTIES HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Christopher Caporale, Environmental Section Manager
Division of Environmental Resources Management - Records Management
Department of Regulatory and Economic Resources
701 NW 1 Court, 3rd Floor
Miami, FL 33136
Telephone: (305) 372-6715
Email: Christopher.caporale@miamidade.gov

b. **SFWMD public records provisions.**

- i. Compliance with Florida Laws: All parties must provide public access to all records concerning this Agreement according to applicable Florida laws including Chapter 119, Florida Statutes. If any party asserts any exemptions to Florida's public records laws, that party has the burden of establishing and defending the exemption.
- ii. Recordkeeping and Public Access: Under the applicable sections of Chapter 119, Florida Statutes a request to inspect or copy public records relating to a SFWMD Agreement for services must be made directly to the SFWMD. In addition, all parties must: (1) keep and maintain public records required by the SFWMD in order to perform the service; (2) upon request from the SFWMD's custodian of public records, provide the SFWMD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the parties do not transfer the records to the SFWMD; and (4) transfer, at no cost, to the SFWMD, all public records in possession of the parties or keep and maintain public records required by the SFWMD to perform the service. If the parties transfers all public records to the SFWMD upon completion of the Agreement, the parties shall destroy any duplicate public records that are exempt or

confidential and exempt from public records disclosure requirements. If the parties keep and maintain public records upon completion of the Agreement, the parties shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the SFWMD upon request from the SFWMD's custodian of public records, in a format that is compatible with the information technology systems of the SFWMD. At the conclusion of the Agreement with the SFWMD, the parties shall provide all applicable records associated with this Agreement on electronic media (CD-ROM or USB flash drive).

iii. **IF THE PARTIES HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTIES' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER (561) 682-2729, EMAIL ADDRESS PUBLICRECORDS@SFWMD.GOV AND MAILING ADDRESS: 3301 GUN CLUB ROAD, WEST PALM BEACH, FL 33406.**

8. Termination. The County may terminate this Agreement if the County determines, in the County's sole discretion, that (i) any of the Three Water Control Structures were not constructed properly or are not being maintained or operated properly; (ii) any of the Three Water Control Structures has become a nuisance or a danger; (iii) the Agreement, including but not limited to the operations of the Three Water Control Structures, is not consistent with the paramount goal of the protection of the wellfield; (iv) the Agreement is not consistent with any provision of the applicable County, State or Federal permits; or (v) SFWMD, MDLPA or their agents are in breach of any provision of this Agreement. Such termination shall be effective upon 180 days notice to MDLPA and the SFWMD. Upon such termination by the County, MDLPA and SFWMD shall have no rights to access, operate or maintain the Three Water Control Structures or access County property, unless otherwise granted permission by the County in writing. If requested by the County, upon termination, MDLPA shall remove at its own cost the West WPC Structure and the Pennsuco Diversion Structure and any other improvements, or a portion thereof, in a manner approved in writing by the County.

The SFWMD may terminate this Agreement in whole or in part, with or without cause at any time for convenience upon 180 days prior written notice to the other parties. The Notice of Termination shall specify what work is terminated and the date upon which the termination becomes effective. Upon such termination, MDLPA and SFWMD shall have no rights to access, operate, or maintain the Three Water Control Structures or access County property, unless otherwise granted permission by the County in writing. In the event of termination for convenience, the MDLPA shall compensate SFWMD for all authorized and accepted operational/maintenance services completed through the date of termination.

In the event of termination, the County, MDLPA, and the SFWMD shall be relieved of all future obligations under this Agreement, including but not limited to consequential damages; notwithstanding any provision of this Agreement, if requested by the County upon the County's termination or within the 180 day notice period prior to termination by the SFWMD, the MDLPA shall remove at its own cost the West WPC Sand the Pennsuco Diversion Structure and any other improvements, or a portion thereof, in a manner approved in writing by the County. MDLPA and SFWMD acknowledge and agree that if this Agreement is terminated by the County, MDLPA and SFWMD shall have no legal recourse against the County for injunctive relief, damages, or any other legal remedy.

9. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to (a) confer upon any entity or person other than the parties, any rights or remedies under or by reason of the Agreement as a third party beneficiary or otherwise, except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

10. **Sovereign Immunity.** 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.

11. **Indemnification by MDLPA in favor of the County and SFWMD.** The MDLPA shall indemnify and hold harmless the County and SFWMD and their officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or SFWMD or their officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings or any kind or nature arising out of, relating to or resulting from the performance of this Agreement by MDLPA or its employees, agents, servants, partners, principals, or subcontractors. MDLPA 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 and SFWMD, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. MDLPA expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by MDLPA shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or SFWMD or their officers, employees, agents and instrumentalities as herein provided.

12. **Modification of Agreement.** This Agreement may be amended only with the written approval of the parties hereto through a duly executed amendment. Any changes, corrections, or additions to this Agreement, shall be implemented through written amendments to this Agreement; shall be executed and approved by the parties in accordance with applicable law; and shall become effective upon complete approval by the parties.

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

same instrument. A photocopy, electronic or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

14. **Miscellaneous.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. Any modification of this Agreement shall be binding only if evidenced in a written instrument signed by each party or its authorized representative. This Agreement shall be construed under the laws of Florida and shall not be construed more strongly against any party, regardless of the extent to which such party may have participated in the drafting of this Agreement. The singular shall include the plural, and the plural the singular, as the context may require, and any one gender shall include all genders, as the context may require.

15. This Agreement shall become effective when signed by all Parties and shall remain in effect through July 1, 2038 unless earlier terminated, as provided herein, or extended by consent of all parties through a duly executed amendment. Notwithstanding any provisions in this Agreement to the contrary, in the event that this Agreement expires, the following provisions shall survive the expiration of this Agreement: MDLPA and SFWMD shall have no rights to access, operate, or maintain the Three Water Control Structures or access County property, unless otherwise granted permission by the County in writing, and if requested by the County, MDLPA shall remove at its own cost the Three Water Control Structures and any other improvements, or a portion thereof, in a manner approved in writing by the County.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized proper signatories, have caused this Access Agreement to be executed in their names as of the day and year first above written.

Miami-Dade Limestone Products Association,
Inc.
By: [Signature]
Print Name: Jim Hurley
Title: Exec. - Treasurer

Miami-Dade County
By: _____
Print Name: _____
Title: _____

SFWMD OFFICE OF COUNSEL APPROVED:

Date: _____

SFWMD PROCUREMENT APPROVED:

Date: _____

South Florida Water Management District
By: _____
Print Name: _____
Title: _____

EXHIBIT A

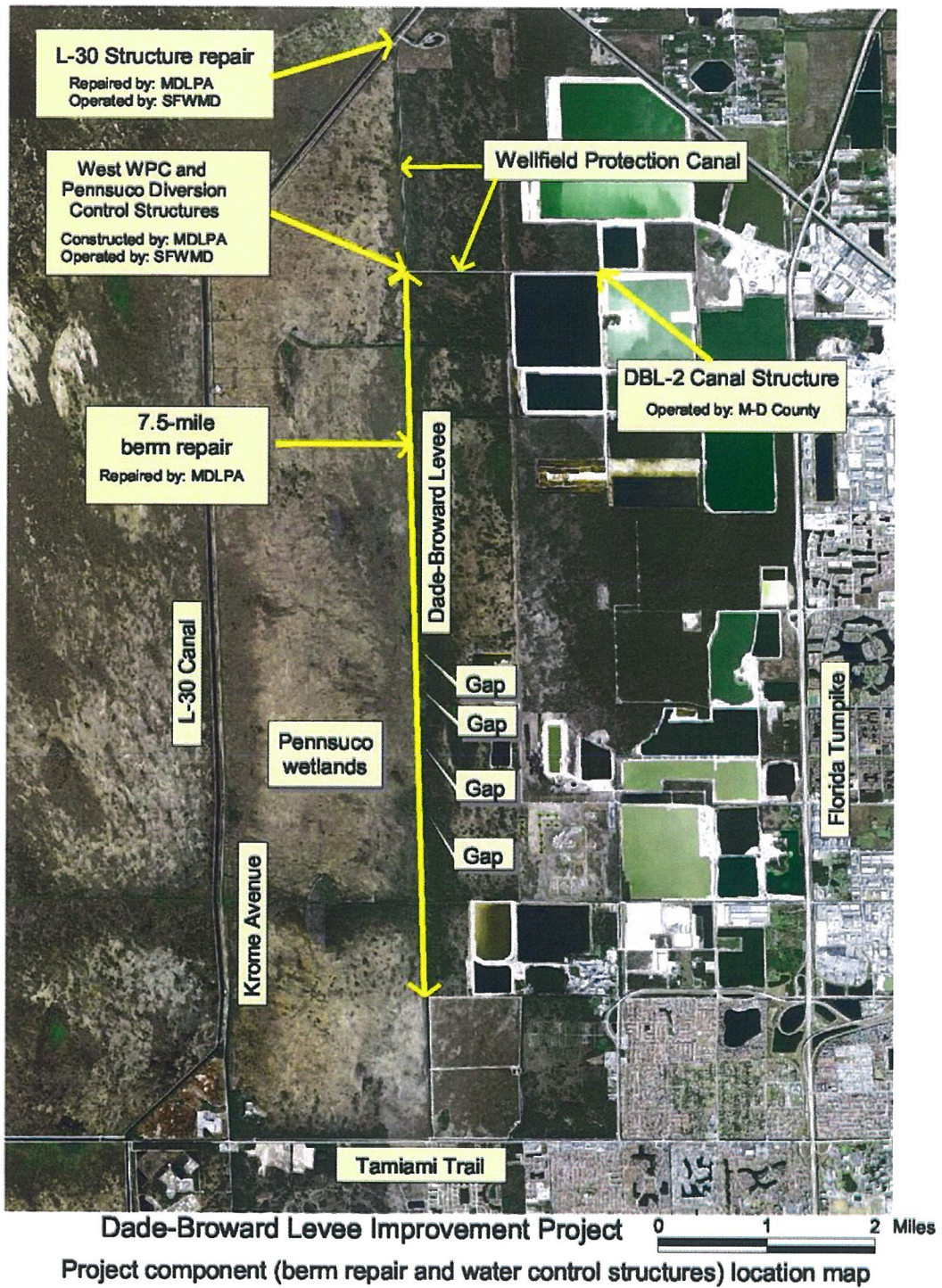


EXHIBIT B
OPERATIONAL PROTOCOLS

1. L-30 Canal Structure

This structure will have two functions. The first function is to provide supplemental groundwater recharge to the Northwest Wellfield during dry periods. This wellfield recharge operation has priority and will include opening both the L-30 structure and the West WPC Structure and closure of the Pennsuco Diversion Structure, upon notification by the County that conditions for initiating wellfield recharge exist. Operations and function of the structure shall continue to be per the SFWMD/County agreement when the Wellfield Protection Canal was constructed, and as may be amended from time to time. The second function will be to transfer water from the L-30 Canal to the Pennsuco wetlands through the Pennsuco Diversion Structure described below.

2. West WPC Structure

This structure will supplement the function of the County's existing DBL-2 canal structure. Operation of the structure will be coordinated between the County and the SFWMD. It is expected that this structure will be closed most of the year, and only open when wellfield recharge is needed downstream.

3. Pennsuco Diversion Structure

The purpose of this structure is to provide the SFWMD with the ability to direct water from the L-30 Canal into the Pennsuco wetlands for hydrologic management, when water is available from the L-30 Canal. The operational protocol will be developed by the SFWMD and will be an adaptive management process. However, the operational protocol for this structure shall not be inconsistent with and shall not conflict with operations necessary for wellfield recharge.

EXHIBIT C

OPERATIONAL & MAINTENANCE 50-YEAR COST SCHEDULE

| | | Structure Automation & Modification (SCADA) | Operations & Maintenance | Subtotal | 10% Annual Cost Allowance | GRAND TOTAL |
|----|--------|---|--------------------------|----------|---------------------------|-------------|
| 1 | FY2019 | 25,000 | 15,370 | 40,370 | 4,037 | 44,407 |
| 2 | FY2020 | 4,080 | 15,677 | 19,757 | 1,976 | 21,733 |
| 3 | FY2021 | 4,162 | 15,991 | 20,153 | 2,015 | 22,168 |
| 4 | FY2022 | 4,245 | 16,311 | 20,556 | 2,056 | 22,612 |
| 5 | FY2023 | 4,330 | 16,637 | 20,967 | 2,097 | 23,064 |
| 6 | FY2024 | 4,416 | 16,970 | 21,386 | 2,139 | 23,525 |
| 7 | FY2025 | 4,505 | 17,309 | 21,814 | 2,181 | 23,995 |
| 8 | FY2026 | 4,595 | 17,655 | 22,250 | 2,225 | 24,475 |
| 9 | FY2027 | 4,687 | 18,008 | 22,695 | 2,270 | 24,965 |
| 10 | FY2028 | 4,780 | 18,369 | 23,149 | 2,315 | 25,464 |
| 11 | FY2029 | 30,475 | 18,736 | 49,211 | 4,921 | 54,132 |
| 12 | FY2030 | 4,973 | 19,111 | 24,084 | 2,408 | 26,492 |
| 13 | FY2031 | 5,073 | 19,493 | 24,566 | 2,457 | 27,023 |
| 14 | FY2032 | 5,174 | 19,883 | 25,057 | 2,506 | 27,563 |
| 15 | FY2033 | 5,278 | 20,280 | 25,558 | 2,556 | 28,114 |
| 16 | FY2034 | 5,383 | 20,686 | 26,069 | 2,607 | 28,676 |
| 17 | FY2035 | 5,491 | 21,100 | 26,591 | 2,659 | 29,250 |
| 18 | FY2036 | 5,601 | 21,522 | 27,123 | 2,712 | 29,835 |
| 19 | FY2037 | 5,713 | 21,952 | 27,665 | 2,767 | 30,432 |
| 20 | FY2038 | 5,827 | 22,391 | 28,218 | 2,822 | 31,040 |
| 21 | FY2039 | 37,149 | 22,839 | 59,988 | 5,999 | 65,987 |
| 22 | FY2040 | 6,063 | 23,296 | 29,359 | 2,936 | 32,295 |
| 23 | FY2041 | 6,184 | 23,762 | 29,946 | 2,995 | 32,941 |
| 24 | FY2042 | 6,308 | 24,237 | 30,545 | 3,055 | 33,600 |
| 25 | FY2043 | 6,434 | 24,722 | 31,156 | 3,116 | 34,272 |
| 26 | FY2044 | 6,562 | 25,216 | 31,778 | 3,178 | 34,956 |
| 27 | FY2045 | 6,694 | 25,720 | 32,414 | 3,241 | 35,655 |
| 28 | FY2046 | 6,828 | 26,235 | 33,063 | 3,306 | 36,369 |
| 29 | FY2047 | 6,964 | 26,760 | 33,724 | 3,372 | 37,096 |
| 30 | FY2048 | 7,103 | 27,295 | 34,398 | 3,440 | 37,838 |
| 31 | FY2049 | 45,284 | 27,841 | 73,125 | 7,313 | 80,438 |
| 32 | FY2050 | 7,390 | 28,397 | 35,787 | 3,579 | 39,366 |
| 33 | FY2051 | 7,538 | 28,965 | 36,503 | 3,650 | 40,153 |
| 34 | FY2052 | 7,689 | 29,545 | 37,234 | 3,723 | 40,957 |
| 35 | FY2053 | 7,843 | 30,136 | 37,979 | 3,798 | 41,777 |
| 36 | FY2054 | 8,000 | 30,738 | 38,738 | 3,874 | 42,612 |
| 37 | FY2055 | 8,160 | 31,353 | 39,513 | 3,951 | 43,464 |
| 38 | FY2056 | 8,323 | 31,980 | 40,303 | 4,030 | 44,333 |
| 39 | FY2057 | 8,489 | 32,620 | 41,109 | 4,111 | 45,220 |
| 40 | FY2058 | 8,659 | 33,272 | 41,931 | 4,193 | 46,124 |
| 41 | FY2059 | 55,201 | 33,938 | 89,139 | 8,914 | 98,053 |
| 42 | FY2060 | 9,009 | 34,616 | 43,625 | 4,363 | 47,988 |
| 43 | FY2061 | 9,189 | 35,309 | 44,498 | 4,450 | 48,948 |
| 44 | FY2062 | 9,373 | 36,015 | 45,388 | 4,539 | 49,927 |
| 45 | FY2063 | 9,560 | 36,735 | 46,295 | 4,630 | 50,925 |
| 46 | FY2064 | 9,751 | 37,470 | 47,221 | 4,722 | 51,943 |
| 47 | FY2065 | 9,946 | 38,219 | 48,165 | 4,817 | 52,982 |
| 48 | FY2066 | 10,145 | 38,984 | 49,129 | 4,913 | 54,042 |
| 49 | FY2067 | 10,348 | 39,763 | 50,111 | 5,011 | 55,122 |
| 50 | FY2068 | 10,555 | 40,559 | 51,114 | 5,111 | 56,225 |