OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: September 17, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Agenda Item No. 8(O)(1)

Subject: Resolution authorizing execution of a contract with the Florida Keys Aqueduct Authority for the provision of wholesale sewage disposal service by the Miami-Dade Water and Sewer Department

Resolution No. R-744-13

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of a contract between the Miami-Dade Water and Sewer Department (WASD) and the Florida Keys Aqueduct Authority for the provision of wholesale sewage disposal service from the County to the Authority for a twenty-year (20) term. In addition, the contract allows the County (due to an unmetered interconnection to the County's sewer system) to back-bill the Florida Keys Aqueduct Authority for previous sewage flows sent to County's sewer system dating back to August 2, 2006 at wholesale rates.

Pursuant to the contract terms, the Florida Keys Aqueduct Authority and WASD will also each design, obtain permits for and construct a portion of an 8-inch force main that will replace the existing unmetered 8-inch force main currently connected to the County's sewage system at S.W. 360 Street and approximately 192 Avenue. The existing unmetered 8-inch force main cannot be replaced in its current location as it is installed in a Natural Forest Preserve Area.

SCOPE OF AGENDA ITEM

This item is for the provision of wholesale sewage service for the Florida Keys Aqueduct Authority's J. Robert Dean Water Treatment Plant located at 35400 S.W. 192 Avenue in District 9, Commissioner Dennis C. Moss.

FISCAL IMPACT/FUNDING SOURCE

Initially, there will be a fiscal impact to the County. Specifically, under the terms of the contract, WASD will construct a portion of an 8-inch force main that will replace the existing 8-inch force main. The total estimated cost to construct the County's portion of the replacement sewer force main is approximately $275,000.00. The funding sources for the construction of the County's portion of the 8-inch force main will be a combination of the Wastewater Renewal and Replacement Capital Fund, Wastewater Connection Charges and Revenue Bonds Sold. The Florida Keys Aqueduct Authority will design, obtain permits for and construct their portion of an 8-inch force main at no cost to the County.

Over time, there will be a positive fiscal impact to the County because the contract will result in the collection of sewage disposal revenue from the Florida Keys Aqueduct Authority for a period of twenty (20) years. Sewage disposal revenue from all wholesale sewage disposal customers to the County in Fiscal Year 2012 was $47,380,000.00. In addition, the County will back-bill the Florida Keys Aqueduct Authority at wholesale rates back to August 2, 2006, which amount is estimated to be $42,725.79. The dollar amount for the back-billed total is based on an estimated flow of 9,200 gallons per day.

TRACK RECORD/MONITOR

WASD's Assistant Director of Finance, Frances G. Morris, will monitor this contract.

BACKGROUND

The Florida Keys Aqueduct Authority owns, maintains and operates the J. Robert Dean Water Treatment Plant at 35400 S.W. 192 Avenue. In 2006, the Florida Keys Aqueduct Authority expanded its water treatment plant and requested approval from WASD to allow the disposal of brackish groundwater generated during the construction and testing of a new Floridan Aquifer Storage and Recovery Well at the J. Robert Dean Water Treatment Plant. At that time, WASD determined that the existing 8-inch sewer force main interconnection to the County's sewer system was not metered, as shown by the green line in Exhibit A attached to this memorandum. In addition, the condition of the existing 8-inch sewer force main is poor and warrants replacement, however, its physical location makes the replacement difficult as it is located on County property within a designated Natural Forest Preserve and Environmentally Endangered Lands Preserve. A new sewer force main cannot be constructed in this location without a permit which must be issued by local, state and federal agencies. Moreover, WASD was advised by local regulators that the permit will not be issued because of the adverse impact construction would have on the Natural Forest Preserve Area. Impacts to the forest resources inside the Natural Forest Preserve Area can be avoided by constructing a new sewer force main along SW 354 Street and S.W. 192 Avenue.

Under the terms of the new wholesale sewage disposal contract, the Florida Keys Aqueduct Authority will design, permit and construct a portion of the replacement 8-inch force main, which will run from the Authority's property to the southwest corner of S.W. 354 Street and S.W. 192 Avenue where a new sewer flow meter will also be installed by the Authority. The work to be performed by the Florida Keys Aqueduct Authority is illustrated by the blue lines in Exhibit A. Upon completion of the work, the meter will be conveyed to the County.

WASD will design, permit and construct a portion of the replacement 8-inch force main from the outlet side of the sewer flow meter at S.W. 354 Street and S.W. 192 Avenue to the interconnection of the existing 8-inch sewer force main located at S.W. 360 Street and S.W. 192 Avenue. The work to be performed by WASD is illustrated by the red lines in Exhibit A.

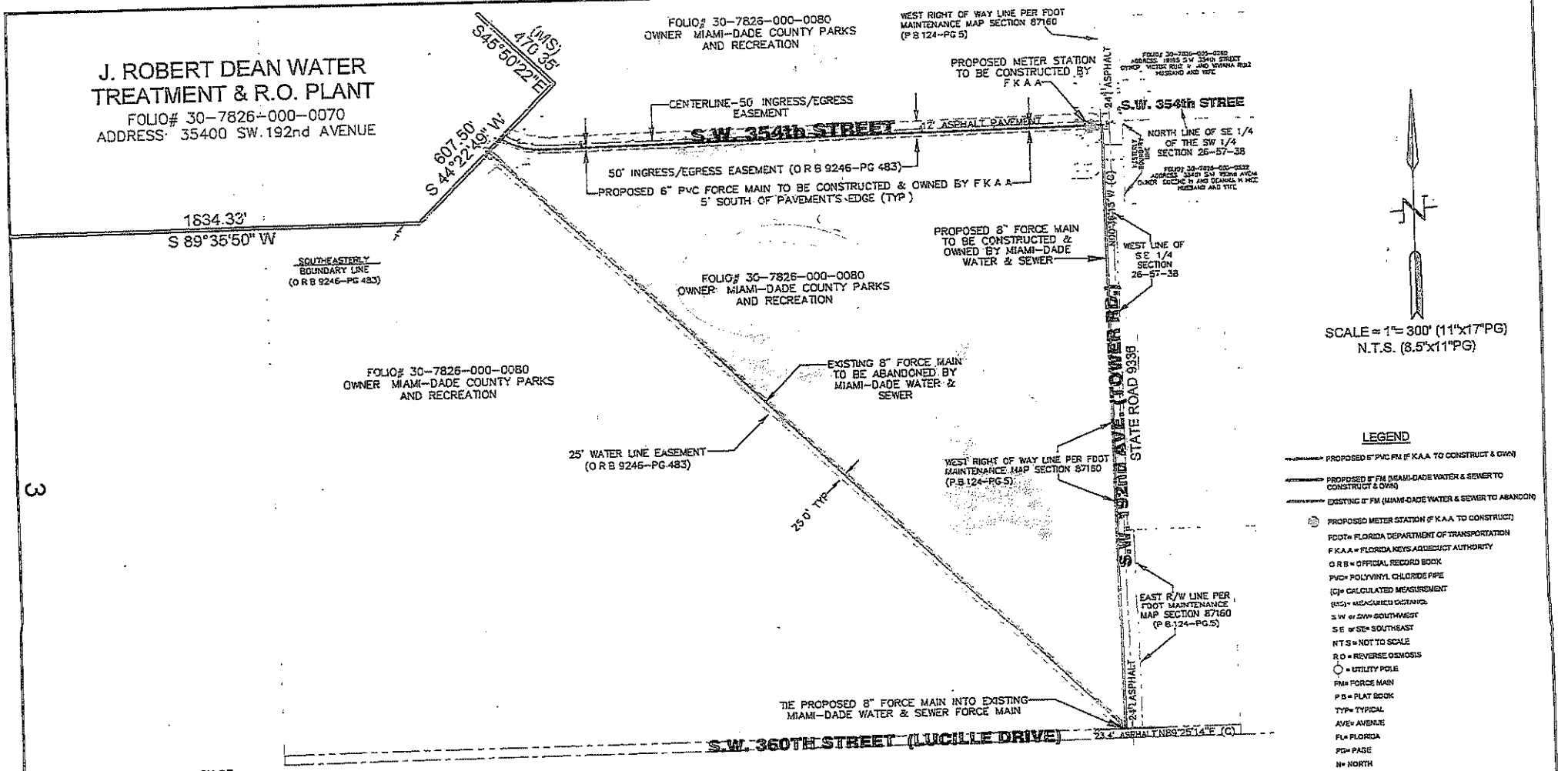
The contract also provides for wholesale sanitary sewer service from the County to the Florida Keys Aqueduct Authority for existing and future domestic wastewater flows for a twenty-year (20) term and back-billing to August 2, 2006 for previous flows sent to the County's sewer system. The back-billing will be based on estimated flow data provided by the Florida Keys Aqueduct Authority. An adjustment will be made resulting in a debit or credit to the Florida Keys Aqueduct Authority after registration data is collected by WASD in a one-year period of actual flows registered from the newly installed sewer meter. The County will not adjust the back-billing charges if the actual flow registered is (+ or –) 5% of the estimated charges.

The Florida Keys Aqueduct Authority agrees that it shall operate and maintain its facilities in accordance with all state, federal and local laws. The County reserves the right to inspect the Florida Keys Aqueduct Authority's facilities and to take samples at reasonable times and with reasonable notice to the Florida Keys Aqueduct Authority.

The Florida Keys Aqueduct Authority Board approved this contract at its meeting on December 6, 2012.

Alina T. Hudak
Deputy Mayor

EXHIBIT "A"



THIS DRAWING IS COMBINATION OF:
1.) FKAA PLOT PLAN (BASED UPON: 'FL CITY PLANT & R.O. BOUNDARY & EASEMENTS O.R. 9246-483.dwg' & IS CONSIDERED "SKETCH ONLY" DUE TO PRORATIONS- BASED UPON LEGAL DESCRIPTIONS)
AND
2.) DEC. 2012 TOPOGRAPHIC SURVEY- JOB# 12011, CONDUCTED BY LONGITUDE SURVEYORS, LLC. FOR CHEN-MOORE & ASSOCIATES (TOPOGRAPHY & LOCATIONS)

NOTE
ALL WORK MUST CONFORM TO F.K.A.A. MINIMUM CONSTRUCTION STANDARDS AND SPECIFICATIONS.

REVISIONS			
DATE	MARK	BY	DESCRIPTION
3-21-2013	A	KDC	per Miami-Dade Water & Sewer Dept's 3-19-2013 emailed comments

DRAWN KDC	DATE 1-28-13	APPROVALS
CHECKED	DATE	
DESIGN	DATE	ENGINEERING
SCALE 1" = 100'-0"		OPERATIONS

FLORIDA KEYS AQUEDUCT AUTHORITY
1100 KENNEDY DRIVE
KEY WEST, FLORIDA

EXHIBIT "A"
J ROBERT DEAN WTP WW METER INSTALLATION
SITE PLAN- EASEMENTS, TOPOGRAPHY & UTILITIES
Robert Dean Water Treatment Plant
19201 S.W. 354th Street, Florida City
Miami-Dade Property Appraiser's Folio #30-7826-000-0080

FKAA PROJECT NO 4044-10
FKAA DRAWING NO D-2979
FKAA FILE ID J ROBERT DEAN WTP WW Based Exhibit.dwg
SHEET C1

MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: September 17, 2013

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

SUBJECT: Agenda Item No. 8(O)(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**

_____ **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. 8(O)(1)
9-17-13

RESOLUTION NO. R-744-13

RESOLUTION APPROVES EXECUTION OF A CONTRACT BETWEEN THE COUNTY AND THE FLORIDA KEYS AQUEDUCT AUTHORITY FOR THE PROVISION OF WHOLESALE SEWAGE DISPOSAL SERVICE FOR A TWENTY YEAR TERM; FOR THE MIAMI-DADE WATER AND SEWER DEPARTMENT TO BACK-BILL THE FLORIDA KEYS AQUEDUCT AUTHORITY FOR PREVIOUS SEWAGE FLOWS SENT TO THE COUNTY'S SEWER SYSTEM BACK TO AUGUST 2, 2006; FOR EACH PARTY TO DESIGN, PERMIT AND CONSTRUCT A PORTION OF THE 8-INCH FORCE MAIN TO REPLACE THE EXISTING UNMETERED 8-INCH FORCE MAIN; AND AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE THE SAME AND TO EXERCISE THE PROVISIONS 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 this Board hereby approves execution of a contract between the County and the Florida Keys Aqueduct Authority for the provision of wholesale sewage disposal services for a twenty (20) year term; for the Miami-Dade Water and Sewer Department to back-bill the Florida Keys Aqueduct Authority for previous sewage flows sent to County's sewer system back to August 2, 2006; for each party (Florida Keys Aqueduct Authority and the Miami-Dade Water and Sewer Department) at its own cost, to design, permit and construct a portion of the 8-inch force main that will replace the existing unmetered 8-inch force main currently connected to the County's sewage system at S.W. 360 Street and approximately 192 Avenue; in substantially the form attached hereto and

made of part hereof; and authorizes the County Mayor or Mayor's designee to execute the same for and on behalf of Miami-Dade County, Florida to exercise the provisions 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:

	Rebeca Sosa, Chairwoman		**aye**
	Lynda Bell, Vice Chair		**absent**
Bruno A. Barreiro	**absent**	Esteban L. Bovo, Jr.	**aye**
Jose "Pepe" Diaz	**absent**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**absent**
Sen. Javier D. Souto	**absent**	Xavier L. Suarez	**aye**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of September, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. SED

Sarah E. Davis

CONTRACT
BETWEEN
MIAMI-DADE COUNTY
AND
FLORIDA KEYS AQUEDUCT AUTHORITY, FLORIDA
PROVIDING FOR SEWAGE DISPOSAL SERVICE

THIS CONTRACT, made and entered into this _____ day of _____, 2013, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter designated as the "COUNTY", and the Florida Keys Aqueduct Authority, a political subdivision organized and existing under the laws of the State of Florida, hereinafter designated as the "FKAA";

W I T N E S S E T H:

WHEREAS, the COUNTY has been providing sewage disposal service to the FKAA for domestic and commercial wastewater from the FKAA's J. Robert Dean Water Treatment Plant located at 35400 S.W. 192 Avenue through an unmetered connection to the COUNTY's sewage system; and

WHEREAS, during the expansion of FKAA's water treatment plant, it came to the COUNTY's attention that the sanitary sewage interconnection to the COUNTY's sewage system is unmetered; and

WHEREAS, the 8-inch sewage force main that provides sanitary sewage service to FKAA is currently located on COUNTY property that is within a designated Natural Forest Preserve Area and needs to be replaced and relocated; and

WHEREAS, FKAA will design, permit and construct the sewer flow meter and relocate and replace a portion of the 8-inch sewage force main necessary for the COUNTY to provide wholesale sanitary sewage service to FKAA; and

WHEREAS, the COUNTY will design, permit, relocate and replace a portion of the 8-inch sewage force main; and

WHEREAS, FKAA agrees to reimburse the COUNTY for estimated sanitary sewage flow at wholesale rates since August 2, 2006 until the meter is installed and operational; and

WHEREAS, the COUNTY and FKAA desire to enter into this Contract so the County can provide wholesale sewage disposal service to FKAA; and

WHEREAS, the Miami-Dade Water and Sewer Department, hereinafter referred to as the "Department", operates and maintains the COUNTY'S sewage disposal system;

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth, the COUNTY and FKAA agree as follows:

1. The COUNTY shall provide FKAA's sewage disposal service to the extent capacity is available, by means of an interconnection to the COUNTY's 8-inch force main located at SW 360 Street and SW 192 Avenue. FKAA shall be responsible to design, permit and construct the portion of the force main from a point within FKAA's property to the southwest corner of SW 354 Street and SW 192 Avenue where the new sewage flow meter will be installed by FKAA. Said work will be at FKAA cost and expense and facilities will be conveyed to the COUNTY upon completion of the work. WASD shall design, permit and construct the portion of

the force main from the outlet side of the sewage flow meter at SW 354 Street and SW 192 Avenue to the interconnection of an existing 8-inch sewage force main located at SW 360 Street and SW 192 Avenue. The proposed sewage flow meter will be the demarcation between FKAA's facilities and the COUNTY's facilities.

2. The ownership, operation and maintenance of all facilities on FKAA's side of the sewer meter shall be the sole responsibility of FKAA. FKAA acknowledges that the responsibility of the COUNTY to provide sewage disposal service under this Contract shall be limited to FKAA'S existing flow from the J. Robert Dean Water Treatment Plant.

3. FKAA hereby acknowledges and agrees that any right to connect FKAA to the COUNTY'S sewer system is subject to the terms, covenants and conditions set forth in the Settlement Contract between the State of Florida Department of Environmental Protection ("DEP") and the COUNTY dated July 27, 1993; the First Amendment to Settlement Contract between DEP and the COUNTY dated December 21, 1995; the First Partial Consent Decree and the Second and Final Partial Consent Decree entered in the United States Environmental Protection Agency (EPA) vs. Metropolitan Dade County (Case Number 91-1109 CIV-Moreno), as currently in effect or as amended or modified in future contracts; the consent order between DEP and the COUNTY filed on April 29, 2004; court orders, judgments, consent orders, consent decrees and the like entered into between the COUNTY and the United States, the State of Florida and/or any other governmental entity; and all other current, subsequent or future enforcement and regulatory actions and proceedings.

4. FKAA agrees and warrants that the wastewater disposed into the COUNTY's sewer system shall be in accordance with the requirements of all applicable local, state and federal laws, rules, regulations and permit conditions.

5. The COUNTY reserves the right to inspect FKAA's sewer facilities and determine the characteristics of FKAA's wastewater at no cost to FKAA in order to ascertain that said facilities are properly maintained and will not have an adverse effect on the COUNTY's sewage system. Said inspections shall be made at reasonable times and upon reasonable notice in such manner as to least disturb the normal operation of FKAA.

6. In order for the COUNTY to adequately plan for future capacity for FKAA's demands, within ninety (90) days following the execution of this Contract and on or before each January 1 thereafter, FKAA shall submit to the COUNTY its projected annual demands for the next five years. Within one hundred twenty (120) days of the COUNTY'S receipt of FKAA's projected annual capacity demands for the next five years, the COUNTY shall notify FKAA of the COUNTY's ability or inability to meet said demands, which is subject to local, state and federal agencies and other regulatory bodies having jurisdiction over such matters. FKAA agrees that the COUNTY shall not be liable in, or any way responsible for, any costs, claims or losses incurred by FKAA as a result of actions by regulatory bodies, including the COUNTY's Regulatory and Environmental Resources Department.

7. FKAA shall not install any stormwater interconnections which allow stormwater to enter the COUNTY'S sanitary sewage system. Upon notice or discovery of such interconnections, FKAA shall immediately effectuate the lawful disconnection of interconnections in accordance with local, state and/or federal laws.

8. FKAA recognizes that the COUNTY's standards for sanitary sewage service are subject to future modifications as a result of future local, state and federal laws and regulations. Accordingly, FKAA agrees that it will abide by and be bound by all present and future local, state and/or federal laws, standards, rules, regulations, permit conditions and other requirements related to sewage disposal service.

9. As compensation for the transmission, treatment, and any method of disposal of sewage received from FKAA, FKAA shall pay to the COUNTY a monthly charge for such service based on a uniform rate for all of the COUNTY's volume customers. The rate shall be calculated for each fiscal year based on projections from the Department's prior fiscal year and shall be the sum of subsections A – H below. An annual wholesale wastewater true-up adjustment amount, debit or credit, will be imposed in the following fiscal year after completion of the Department's audited financial report. The true-up adjustment will be determined based on the variances in the Department's projected wholesale wastewater expenses (rates) and the actual audited wholesale wastewater expenditures (rates).

(A) That portion of all projected/budgeted annual operating and maintenance expenses, including taxes assessed, if any, incurred by the COUNTY in connection with its regional force main and regional gravity interceptor sewage system divided by the projected total amount of flow used to bill all the COUNTY'S sewage disposal customers over the same time period.

(B) That portion of all projected/budgeted annual operating and maintenance expenses, including taxes assessed, if any, incurred by the COUNTY in connection with its regional sewage pumping stations, divided by the projected total amount of flow used to bill all the COUNTY'S sewage disposal customers over the same time period.

(C) That portion of all projected/budgeted annual operating and maintenance expenses, including taxes assessed, if any, incurred by the COUNTY in connection with its regional sewage treatment plants, reclamation facilities and disposal, including sewage effluent outfalls, deep disposal wells and/or any other effluent disposal process, divided by the projected total amount of flow used to bill all the COUNTY'S sewage disposal customers over the same time period.

(D) That portion of all the projected/budgeted renewal and replacement expenses for all the COUNTY'S regional capital sewage facilities, according to the COUNTY'S policy in effect at the time for determining a rate consistent with good municipal utility accounting practices and the budgeted renewal and replacement projects for the ensuing fiscal year divided by the projected total amount of flow used to bill all the COUNTY'S sewage disposal customers over the same time period.

(E) That portion of all the projected/budgeted annual interest obligations of outstanding notes and bonds for its regional sewage system, divided by the projected total amount of flow used to bill all the COUNTY'S sewage disposal customers over the same time period.

(F) That portion of the projected/budgeted annual charge for the amortization of the COUNTY'S outstanding loans, lines of credit, notes and bonds for its regional sewage system, to be consistent with the requirements under law, divided by the total projected amount of flow used to bill all the COUNTY'S sewage disposal customers over the same time period.

(G) That portion of projected/budgeted annual administration and general expenses incurred by the COUNTY in connection with its regional sewage system that is not covered by the minimum charge divided by the total projected amount of flow used to bill all the COUNTY'S sewage disposal customers over the same time period.

(H) That portion of the charge for the COUNTY's debt service coverage requirement for loans, lines of credit and bond issues for the COUNTY'S regional sewage system divided by the total projected amount of flow used to bill all the COUNTY'S sewage disposal customers over the same time period.

10. No costs associated with storm sewer systems or local collection systems shall be included in the computation of said charge. The COUNTY reserves the right to revise or modify the service rate and method of calculation included in Section 9 from time to time as may be approved by the Board of County Commissioners. The COUNTY will attempt to provide FKAA with the preliminary rate a minimum of six (6) weeks in advance of said rate's effective date. FKAA recognizes and agrees that the adopted rate may differ from the preliminary rate. FKAA recognizes and agrees that the COUNTY intends to implement a peak flow rate structure. If imposed, such rate shall be equally imposed, if applicable, on all wholesale customers. Any peak flow rate charge imposed shall be identified specifically on all sanitary sewage invoices. FKAA will be treated equally to all wholesale sanitary sewage users under current agreements with the County, including the peak flow rate.

11. The COUNTY shall backbill FKAA for the period beginning August 2, 2006 until the sewer flow meter is installed and operational. The COUNTY shall prepare the first invoice for the period from August 2, 2006 until the effective date of this Contract and monthly thereafter until the sewage flow meter is installed and operational. FKAA estimates the average daily flow is nine thousand two hundred (9,200) gallons per day (gpd) which will be the basis for the backbilling FKAA from August 6, 2006 until the sewage flow meter is operational. Once the sewer flow meter is installed and operational for a one year period, the actual flow will be used to adjust the total estimated flow whether it results in a debit or credit to FKAA. The COUNTY will not adjust the backbilling charges if the actual flow is (+ or –) 5% of the estimated charges.

12. Billings for services provided in accordance with this Contract shall be rendered monthly. Invoices will be mailed by the tenth day of the month following the month for which service has been provided, based on meter readings taken by Department employees on or about the 28th day of each month. Amounts billed on such invoices are due when rendered. Payments not received by the Department on or before twenty-five (25) days after the postmark date of the bill shall be considered past due. All past due invoices shall be subject to a late charge to be determined by the COUNTY, such charge to defray Department costs in processing and otherwise administering late payments, plus the accrual of interest on the past due balance at the maximum legal rate provided by Florida law for contracts in which no interest rate is specified, for each day, including Saturdays, Sundays and holidays, from the past due date until the date of receipt of payment by the Department. For purposes of this Section, date of receipt of payment shall be the date of physical receipt of payment by the Department if hand-delivered or mailed, or date of transfer to the Department's bank, if electronic funds transfer is used.

13. It is hereby agreed that a legally accurate meter shall register not greater than 102% of actual consumption and not less than 98% of actual consumption. If a meter is determined by certified test not to be legally accurate, the meter shall be recalibrated at the COUNTY'S expense. Bills for the period following the prior meter accuracy check shall be adjusted to reflect the percentage of inaccuracy. In calculating such billing adjustment, it will be assumed that the meter inaccuracy existed for the entire time interval between meter accuracy checks. The billing adjustment shall be made at the same rate established herein, but the volume used in the billing calculations shall be adjusted as described above. Either the COUNTY or FKAA may check the accuracy of the meters at a time mutually agreeable to FKAA and the COUNTY but not more often than once every three months unless there is a disagreement between the parties hereto regarding such accuracy. If FKAA requests such a check and the meter is found to be legally accurate, the cost of the meter check shall be borne by FKAA. Otherwise, the cost of the meter check shall be borne by the COUNTY.

~~14. In the event of complete or partial failure of the meter to register FKAA's sewage~~ flow, the COUNTY may determine the estimated sewage disposal flow based on the most recent twelve (12) full months of sewage disposal measured by the meter when it was operating properly or another method determined by the Department. Furthermore, in the event of a complete or

partial failure of the meter in the twelve (12) month period after the meter is conveyed to the COUNTY, the estimated flow of 9,200 gpd will be the basis of the monthly invoice to FKAA

15. The COUNTY hereby grants FKAA the right to audit all Department records related to the computation of the wholesale sanitary sewage rates for each fiscal year. Upon written notice, the COUNTY shall make available for FKAA said records at the offices of the Department on an annual basis. In the event that such audit indicates any discrepancy between the rates used by the COUNTY in computing the monthly service charges to FKAA and those rates determined as a result of the audit, and following the COUNTY'S acceptance of the audit findings, the COUNTY shall make an adjustment, for that fiscal year, in the service charges previously paid by the FKAA. The audit must be completed on or before the end of each fiscal year for which the rates apply. Adjustments shall be made for prior fiscal years in accordance with Section 95.11, Florida Statutes.

16. In consideration of good and valuable consideration received from the COUNTY and in consideration of the covenants in this Contract, FKAA, to the extent permitted by law, agrees to indemnify and save harmless forever, the COUNTY, its officers, agents and employees from all claims, liability, actions, loss, cost and expense, including attorney's fees, which may be sustained by the COUNTY, its officers, agents, and employees due to, caused by, or arising from the negligence of FKAA, its officers, employees and agents in connection with the performance of this Contract. FKAA agrees to defend against any claims brought or actions filed against the COUNTY, its officers, agents and employees in connection with the subject of the indemnities contained herein.

17. In consideration of good and valuable consideration received from FKAA and in consideration of the covenants in this Contract, the COUNTY, to the extent permitted by law, agrees to indemnify and save harmless forever, FKAA, its officers, agents and employees from all claims, liability, actions, loss, cost and expense, including attorney's fees, which may be sustained by FKAA, its officers, agents, and employees due to, caused by, or arising from the negligence of the COUNTY, its officers, employees and agents in connection with the performance of this Contract. The COUNTY agrees to defend against any claims brought or actions filed against FKAA, its officers, agents and employees in connection with the subject of the indemnities contained herein.

18. Notwithstanding the above, nothing shall create any liability of the COUNTY or FKAA beyond the scope of Section 768.28, Florida Statutes, as currently in effect or as lawfully amended in the future.

19. Any cessation of sanitary sewage disposal or other service interruptions and any consequences caused by force majeure, inevitable accident or occurrence or cause beyond the reasonable control of the COUNTY, shall not constitute a breach of this Contract on the part of the COUNTY, and the COUNTY shall not be liable to FKAA or its inhabitants or customers for any damage resulting from such cessation or interruption of sewage disposal service. As used herein, force majeure shall mean an act of God, which includes but is not limited to: sudden, unexpected or extraordinary forces of nature such as floods, washouts, storms, hurricanes, fires, earthquakes, landslides, epidemics, explosions or other forces of nature. Inevitable accidents or occurrences shall mean those which are unpreventable by the COUNTY and shall include but not be limited to: strikes; lockouts; other industrial disturbances; wars; blockages; acts of terrorism; insurrections; riots; federal, state, county and local governmental restrictions, regulations and restraints; military action; civil disturbances; explosions; and conditions in federal, state, county and local permits.

20. FKAA agrees that if any waters or waste are discharged by the FKAA into the COUNTY'S wastewater system that are prohibited by this Contract or that contain substances or possess characteristics contrary to the requirements of the COUNTY'S rules and regulations or are in violation of any local, state or federal law or regulation, or which otherwise create a hazard

to health or property, or constitute a public nuisance, the COUNTY may upon reasonable notice to FKAA:

(A) Terminate this Contract;
(B) Require pretreatment to any acceptable condition as determined by the local, state or federal agency prior to discharge into the COUNTY'S Wastewater System;
(C) Require control over the quantities and rates of discharge; and/or
(D) Require payment to cover the cost of handling and treating such waste, including any applicable fines or penalties as provided under the COUNTY'S rules and regulations or state or federal law, as the same may be amended from time to time.

21. This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

22. All notices required pursuant to this Contract shall be properly given if mailed by United States registered or certified mail addressed to the party to which notice is given at the following respective addresses:

Miami-Dade County
c/o Director
Miami-Dade Water and Sewer Department
3071 S.W. 38th Avenue
Miami, Florida 33146

Florida Keys Aqueduct Authority
c/o Director
1100 Kennedy Drive
Key West, Florida 33040

23. This Contract shall be and remain in full force and effect for a period of twenty (20) years from the effective date of this Contract, provided, however, that this Contract may be terminated at any time by mutual consent and agreement of the parties hereto. FKAA agrees that it will notify the COUNTY in writing no later than six (6) months prior to the expiration of this Contract if it intends to request negotiation of an additional Contract term.

24. No rights pursuant to this Contract shall be assignable by FKAA unless the COUNTY agrees in writing.

25. This Contract contains the entire agreement of the parties with respect to the subject matter and replaces and supersedes all prior contracts or understandings, oral or written, with respect to such subject matter, and such contracts or understandings are now void and no longer in effect. No amendment, alteration, change, or modification of the terms of this Contract shall be valid unless made in writing, signed by all parties hereto, and approved by the COUNTY.

26. If any Section of this Contract is found to be null and void, the other Sections shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, all as of the day and year written above.

ATTEST:

By: _____
Deputy Clerk

MIAMI-DADE COUNTY

By: _____
County Mayor

ATTEST:

By: Elvin Lange
Clerk

FLORIDA KEYS AQUEDUCT AUTHORITY

By: [signature]
Director

Approved as to legal form
and sufficiency

Sonar Elsa Vieira Davis 4/26/13
Assistant County Attorney

Approved as to legal form
and sufficiency

[signature] 12/6/12
Attorney for Florida Keys Aqueduct Authority