

**TRANSFER OF THE GABLES BY THE SEA-CORAL GABLES SECURITY GUARD  
SPECIAL TAXING DISTRICT FROM MIAMI-DADE COUNTY TO THE CITY OF  
CORAL GABLES**

THIS AGREEMENT FOR TRANSFER OF THE GABLES BY THE SEA-CORAL GABLES SECURITY GUARD SPECIAL TAXING DISTRICT TO BE CREATED BY MIAMI-DADE COUNTY (**AGREEMENT**), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **CITY OF CORAL GABLES, FLORIDA**, a municipal corporation of the STATE OF FLORIDA (hereinafter referred to as the “**City**”) and **MIAMI-DADE COUNTY**, a political subdivision of the STATE OF FLORIDA (hereinafter referred as the “**County**”).

**WITNESSETH**

**WHEREAS**, pursuant to a request by more than a majority of the resident property owners within the Gables by the Sea Special Taxing District (“**Former District**”), the County abolished the Former District and replaced it with two separate special taxing districts within the boundaries of each municipality to be known as Gables by the Sea-Coral Gables Security Guard Special Taxing District, and Gables by the Sea-Pinecrest Security Guard Special Taxing District; and

**WHEREAS**, the City has requested the creation and immediate transfer of control of the Gables by the Sea-Coral Gables Security Guard Special Taxing District (“**Special Taxing District**”) from the County to the City such that the City Commission will become the governing body responsible for the Special Taxing District; and

**WHEREAS**, the City and the County are mutually desirous of transferring the Special Taxing District to the City; and

**WHEREAS**, the County is immediately transferring the Special Taxing District to the City upon creation, and therefore the County will not establish or provide any services or assets to the Special Taxing District; and

**WHEREAS**, the City shall take full responsibility for the operation and maintenance of the Special Taxing District as determined herein, including exclusive responsibility for all pre-existing and future liabilities, whether known or unknown,

**NOW, THEREFORE**, in consideration of the covenants herein provided, the City of Coral Gables and Miami-Dade County agree as follows:

1. The foregoing recitals are incorporated herein.
2. This Agreement shall become effective if passed pursuant to a joint resolution of the City and County transferring the Special Taxing District, and a favorable election of the residents for the transfer (“**Effective Date**”).
3. Twelve (12) days after the Effective Date, unless a contest of the election is filed pursuant to section 102.168 of the Florida Statutes, the Board of County Commissioners will no longer be the governing body of the Special Taxing District and the City Commission shall

be the governing board of the Special Taxing District (“**Transfer Date**”). If a contest is filed, the transfer will occur upon a successful resolution of such contest upholding the election, which is no longer challengeable by any appeal.

4. Prior to the Transfer Date, the County’s involvement with the Special Taxing District shall be exclusively administrative to effectuate the creation and immediate transfer of the Special Taxing District to the City.
5. On Transfer Date, the County will cease all involvement, and the City will be exclusively responsible for the Special Taxing District.
6. Beginning on the Effective Date, the City shall be responsible for all pre-existing and future liabilities, whether known or unknown, of the Special Taxing District and the Former District.
7. The City shall be responsible for establishing assessment rates and collecting assessments for the Special Taxing District. If the City intends on using the uniform method for the levy, collection, and enforcement of non-ad valorem assessments, the City shall comply with the requirements of section 197.3632 of the Florida Statutes and shall make such arrangements with the Miami-Dade County Office of the Property Appraiser and Miami-Dade County Tax Collector.
8. The City shall be responsible for arranging for the Special Taxing District’s utility accounts, and procuring contracts with vendors to provide all necessary services to the Special Taxing District, including, but not limited to, the construction of any guardhouses or other improvements.
9. The City shall be responsible for establishing its own protocols and policies for accessing the Special Taxing District, including, but not limited to, the issuance and use of access devices, if any.
10. The City shall be responsible for the continuous operation, maintenance, repair, and replacement, when necessary, of the Special Taxing District’s improvements.
11. The City shall be responsible for payment of all of the Special Taxing District’s expenses. It is provided, however, that such payment of the Special Taxing District’s expenses incurred by the City are properly chargeable to the Special Taxing District.
12. Within sixty (60) days of the Transfer Date, the County shall provide to the City a final financial reconciliation of all known liabilities for the Special Taxing District, as well as the Former District on a pro rata basis. Any omission from the final reconciliation shall not constitute a waiver by either the County or the City for payment to or from the Special Taxing District’s account or the Former District’s account, as applicable.
13. The County shall issue an invoice to the City for any pro rata deficit in the Former District’s account, as well as any deficit in that Special Taxing District’s account, including, but not

limited to, the costs to abolish the Former District and to establish and transfer the Special Taxing District. The City shall pay the invoice within sixty (60) days of receipt. It is provided, however, that such expenses incurred by the City are properly chargeable to the Special Taxing District.

14. Pursuant to section 2-8.9 of the Code of Miami-Dade County, the City is encouraged to pay the Living Wage.
15. To the extent allowed by, and subject to the limitations of, section 768.28 of the Florida Statutes, the City does hereby agree to indemnify and hold the County, its officials, employees and instrumentalities, harmless from any and all liability for any damage, injury, or claim that may arise by virtue of the Special Taxing District or Former District, or the exercise of any rights, obligations or actions under this Agreement, including, but not limited to, the City's operation of the Special Taxing District or the City's failure to provide services or maintain, repair, replace, or operate the improvements.
16. The undersigned further agree that these conditions shall be deemed a continuing obligation between the City and the County and shall remain in full force and effect and be binding on the City, and any permitted successors or assigns.
17. In the event that the City requests any third party to assume any of the responsibilities hereunder, the City acknowledges that such assumption shall not relieve the City from any obligations or responsibilities hereunder. Any failure by any third party shall not subject the County to any liability for any damage, injury, or claim that may arise.
18. Nothing in this Agreement, expressed or implied, is intended to: (a) confer upon any entity or person other than the parties and any permitted successors or assigns, 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. Additionally, nothing herein shall be deemed to constitute a waiver of any rights under section 768.28 of the Florida Statutes, or as a waiver of the County's sovereign rights.
19. The language agreed to herein expresses the mutual intent and agreement of the County and the City, and shall not, as a matter of judicial construction, be construed more severely against one of the parties from the other.
20. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (e.g., Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. The method of delivery shall be consistent among all of the persons listed herein. For the present, the City and County designate the following as the respective places for notice purposes:

City: City of Coral Gables  
405 Biltmore Way  
Coral Gables, Florida 33134

County: Miami-Dade County  
Stephen P. Clark Center  
111 Northwest First Street  
Miami, Florida 33128

**IN WITNESS WHEREOF**, the City of Coral Gables has caused this instrument to be executed by its respective officials thereunto duly authorized, this the day and year above written.

ATTEST: **CITY OF CORAL GABLES, a municipal corporation**

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Manager

APPROVED AS TO LEGAL FORM  
AND CORRECTNESS:

\_\_\_\_\_  
City Attorney

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Mayor or Mayor's  
Designee

HARVEY RUVIN, CLERK

By: \_\_\_\_\_ Date \_\_\_\_\_  
Deputy Clerk