

SEWAGE SERVICE AND DISPOSAL AGREEMENT
BETWEEN
THE CITY OF CORAL GABLES
AND
THE UNIVERSITY OF MIAMI

The City Manager and City Clerk, on behalf of the City of Coral Gables, Florida, be and they hereby are authorized to execute an agreement with the University of Miami for sanitary sewage waste services for a period of ten (10) years under the following terms and conditions, to-wit:

THIS AGREEMENT entered into this first day of September 2023 between the CITY OF CORAL GABLES (hereinafter called CITY), a Florida municipal corporation, and the UNIVERSITY OF MIAMI (hereinafter called UNIVERSITY), a Florida non-profit corporation.

WITNESSETH

WHEREAS, on July 22, 1996, the CITY and the UNIVERSITY entered into an agreement wherein the CITY agreed to collect and dispose of sewage flows from the UNIVERSITY'S connection point (Ponce De Leon Boulevard) through the CITY'S sewage transmission system to the Miami-Dade Water and Sewer Department (MDWASD) Connection Point (Southwest 28th Street & Southwest 38th Avenue), and the UNIVERSITY agreed to pay certain sums in consideration of such services, and

WHEREAS, the UNIVERSITY'S right to have its sewage handled by the CITY, at the rate and under the terms set forth therein, extended until July 1, 2010, and

WHEREAS, the UNIVERSITY and CITY desire to enter into this Agreement so the CITY can continue to render sewage disposal services to the UNIVERSITY, and

WHEREAS, the CITY desires to adjust its price for such services to be in-line with current and actual costs and to recover all costs incurred by CITY on behalf of UNIVERSITY;

NOW, THEREFORE, the parties, in consideration of their mutual promises hereinafter set forth, agree to the following terms and conditions:

1. The prior agreement between the parties, dated July 22, 1996, is terminated as of the date of this agreement, neither party having any further rights, duties, or liabilities thereunder.
2. CITY agrees that it will remove and dispose of all sanitary sewage waste produced or derived from the Coral Gables Campus of the UNIVERSITY and delivered to the present sewage meters, or to additional sewage meters or a future master meter located elsewhere, at the same rate charged the CITY by Miami Dade Water and Sewer Department (MDWASD) plus a fixed rate of \$1.025 per 1,000 gallons, which includes the following costs:
 - (a) \$0.136 per 1,000 gallons, which is the UNIVERSITY'S share of Coral Gables' operation, maintenance, administrative, and insurance costs related to the CITY'S sewer system; and,
 - (b) \$0.889 per 1,000 gallons, which is the UNIVERSITY'S share of rents for periodic replacement and upgrade of the 24 inch and 36 inch sections of the force main system. This section of the force main system runs from the UNIVERSITY-Coral Gables connection points, north along Ponce De Leon Boulevard, along Granada Boulevard

to University Drive (East), and to Cadima Avenue to the Coral Gables East City Limit (MDWASD Interceptor System).

3. Commencing with the second year of this agreement, and each year thereafter, the fixed rate of \$1.025 per 1,000 gallons shall be adjusted annually for increases or decreases in the Consumer Price Index for All Urban Consumers (CPI-U) U.S. city average series for all items, not seasonally adjusted, as promulgated by the Bureau of Labor Statistics of the U.S. Department of Labor.
4. Any improvements made to the Coral Gables sewer system which serves the University, including requirements by local, state, and federal government agencies, and/or those improvements which are necessary to properly collect and dispose of the UNIVERSITY'S sewage flows, such as a re-pump station, and which are not specified in paragraph 2b above, shall be charged to the UNIVERSITY. The charge shall be based on the UNIVERSITY'S share of flows through the 24 inch and 36 inch sections of the CITY'S force main system, defined in Paragraph 2b.
5. The UNIVERSITY agrees to deliver its sanitary sewage waste produced in the Coral Gables Campus to the CITY. Such sewage will be delivered at the UNIVERSITY'S expense to that point where the sewage meter or meters are installed. Any new sewage facilities discharging to the CITY'S sewer system, including appurtenances, shall be submitted to the Director of Public Works of the CITY for approval. The UNIVERSITY will pay, not later than thirty (30) days after presentation, each bill or invoice rendered by the CITY for removal and disposal of sewage waste.
6. The UNIVERSITY and the CITY mutually agree that the UNIVERSITY will perform repairs and/or replacement of the existing meters and/or install, repair and/or replace additional meters at the UNIVERSITY connection points in the event that one or more of these actions become necessary. The cost of repairs, additional or replacement meters and connections shall be borne by the UNIVERSITY. The accuracy of the meters will be checked once every twelve (12) months by an independent qualified contractor hired by the UNIVERSITY and a copy of the certification will be provided to the CITY within thirty (30) days thereafter. 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 UNIVERSITY'S expense. Additionally, either the UNIVERSITY or the CITY may request that the meter(s) be re-calibrated at any time by an independent qualified contractor and the cost of that additional calibration will be paid by the party requesting the calibration.
7. Under mutual agreement between the UNIVERSITY and the CITY, the UNIVERSITY will operate and maintain all of the UNIVERSITY'S present and future sewage collection systems located on the Coral Gables Campus. The UNIVERSITY and the CITY also mutually agree that the UNIVERSITY shall maintain all of the UNIVERSITY'S present and future major and minor sewage lift stations located on the Coral Gables Campus.
8. It is understood and agreed that the UNIVERSITY shall monitor the UNIVERSITY's major sewage lift stations via a telemetry system or other means acceptable to the Miami-Dade Regulatory and Economic Resources Department (RER), Division of Environmental Resources Management, and perform site visits. It is the responsibility of the UNIVERSITY to report information as may be required by the Regulatory and Economic Resources Department (RER), Division of Environmental Resources Management, and other regulatory agencies. The University shall indemnify, defend and save the City harmless from and against all claims, demands, liabilities and causes of action of any

nature whatsoever, including but not limited to environmental claims which may arise out of the University's ownership and/or use of the facilities, and/or its performance of the maintenance and reporting functions under this AGREEMENT.

9. Additional taxes and charges assessed the CITY by local, state, and government agencies such as the Regulatory and Economic Resources Department (RER), Miami-Dade County, Department of Environmental Protection (DEP), Environmental Protection Agency (EPA), etc. will be applied to billing invoices presented to the UNIVERSITY based on sewage flows from the UNIVERSITY.
10. It is understood and agreed by and between the parties hereto that the right of UNIVERSITY to have its sewage handled by CITY, at the rate and under the terms set forth herein, shall extend to 5800 San Amaro Drive, 1520 Liguria Avenue, 6100 San Amaro Drive, and shall inure to and be binding upon successors and assigns of each of the parties.
11. Notice. Except for notices required under the termination section of this agreement or changes of address which shall be sent registered mail, any notice, request or payment required to be given by the terms of this agreement shall be deemed to have been given three (3) days following when the same is sent by first class mail addressed to the parties as set forth below, or other such address which may be designated, by notice in writing by either party. Either party may change its address by written notice to the other party.

Address to CITY: City Manager
 City Hall
 405 Biltmore Way
 Coral Gables, Florida 33134

Address to UNIVERSITY: Assoc. Vice President for Facilities Operations & Planning
 University of Miami
 1535 Levante Avenue
 Coral Gables, Florida 33146

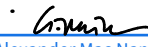
With a copy to: Office of General Counsel
(does not constitute 1230 South Dixie Highway, Suite 1250
notice) Coral Gables, Florida 33146

12. Termination. This agreement may be terminated by mutual agreement between CITY and UNIVERSITY.
13. Choice of Law. Interpretation of this agreement shall be governed by the laws of the State of Florida.
14. Legality and Severability. This agreement and the parties' actions under this agreement shall comply with all applicable federal, state and local laws, rules, regulations, court orders and governmental agency orders. If a provision of this agreement is terminated or held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
15. Waiver. Except as expressly set forth herein, any failure of a party to assert any right under this agreement shall not constitute a waiver or a termination of that right, this agreement, or any of this agreement's provisions.


- 16. Taxes. The prices set forth under this agreement are exclusive of any local, state, and federal sales, excise, personal property, or other similar taxes or duties. To the extent that any such taxes or duties may legally be assessed or applied with respect to the UNIVERSITY'S equipment or facilities, and to the extent that such taxes or duties pertain to the UNIVERSITY'S equipment or facilities, any such taxes or duties shall be assumed and paid by the UNIVERSITY. Nothing herein shall impair the right and ability of the UNIVERSITY to challenge any assessment or application which it believes improper.
- 17. General. No representation or promise relating to and no amendment to this agreement shall be binding unless it is in writing and signed by both parties.
- 18. Force Majeure. The parties shall not be liable for any act or failure to act attributable to a force majeure. Force majeure shall be limited to acts of God, acts of the public enemy, war, blockades, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests and restraints of government and people, strikes and land disputes, explosions, breakage or damage to machinery or equipment and any other inability of either or otherwise, not within the control of the party claiming such inability, which by the exercise of due diligence and due care by such party could not have been avoided.

IN WITNESS WHEREOF, UNIVERSITY OF MIAMI has caused these presents to be executed by its Vice President, attested by its Treasurer and its Corporate Seal hereunto affixed, all by and with the authority of its Board of Trustees, and the CITY OF CORAL GABLES, a municipal corporation of Florida, has caused these presents to be executed by its City Manager, attested by its City Clerk, and its Corporate Seal hereunto affixed, all by and with the authority of the City Commission of the CITY OF CORAL GABLES, Florida; all at Coral Gables, Florida, on the day and year first set out.


UNIVERSITY OF MIAMI

By: 
 Alexander Mac Namara (Sep 6, 2023 10:45 EDT)
 Alexander Mac Namara
 Associate VP Facilities Operations and Planning

Attest:


 John Tallon (Sep 6, 2023 10:17 EDT)
 John Tallon
 UM - Executive Director, Facilities & Operations

CITY OF CORAL GABLES

DocuSigned by:

 By: 416562E65FC746E...
 Peter Iglesias
 City Manager

Attest:

DocuSigned by:

 358417D2FA884FF...
 Billy Y. Urquia, City Clerk



Approved as to form:

DocuSigned by:

Cristina M. Suárez

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Cristina M. Suárez
City Attorney