

DRAFT

**INTERLOCAL AGREEMENT BY AND BETWEEN
MIAMI-DADE COUNTY, FLORIDA AND THE CITY
OF CORAL GABLES FOR GUARDHOUSE
CONSTRUCTION AND ASSOCIATED
IMPROVEMENTS FOR KINGS BAY SECURITY
GUARD SPECIAL TAXING DISTRICT**

THIS INTERLOCAL AGREEMENT, made and entered into this _____
_____ day of _____, 2008, by and between **MIAMI-DADE
COUNTY, FLORIDA** (the “**COUNTY**”), a political subdivision of the State of
Florida, and the **CITY OF CORAL GABLES, FLORIDA** (the “**CITY**”), a
municipality organized and existing under the laws of the State of Florida.

WHEREAS, Section 163.01, Florida Statutes (1995) and the Miami-Dade
County Home Rule Charter, as amended, permit the **COUNTY**, and the **CITY** to
enter into Interlocal Agreements; and

WHEREAS, the Board of County Commissioners, by the adoption of
Ordinance No. 97-144 on July 22, 1997, created the **KINGS BAY SECURITY
GUARD SPECIAL TAXING DISTRICT** (the “**DISTRICT**”), to provide
security service pursuant to Chapter 18 of the Code of Miami-Dade County, Florida,
and Section 1.01 (a) (11) of the Miami-Dade County Home Rule Charter; and

WHEREAS, the **District** was approved on August 11, 1997, by a majority
vote of qualified electors residing within the **District**; and

WHEREAS, the properties that comprise the entire **District** have been annexed to the City of Coral Gables; and

WHEREAS, the Board of County Commissioners, received a petition to amend the Kings Bay Security Guard Special Taxing District to provide for the construction of a guardhouse with gates and authorize the County Manager to enter into an Interlocal Agreement with the **CITY** of Coral Gables to provide the capital improvements for the **District**.

WHEREAS, the City of Coral Gables has by resolution approved the construction of the guardhouse and the levy of special assessments within the **District** to pay for guardhouse construction and authorize the City Manager to enter into and execute an Interlocal Agreement with Miami-Dade County; and

WHEREAS, the parties hereto, for the consideration as herein set forth mutually agree as follows:

1. The **CITY** shall design, construct and install or cause to be designed, constructed and installed, for the subject district all capital improvements necessary to provide one guardhouse, including the necessary road improvements, water, sewer, electrical and telephone connections, conduit for traffic control devices, concrete pads, barricades, gates, curbing and required drainage improvements, and signing and striping as required by the Director of the Miami-Dade County Public

Works Department to ensure the safe operation of said facility in the public right-of-way.

2. The guardhouse facilities and ancillary improvements herein approved to be constructed shall be located within the public right-of-way as shown on the attached revised Exhibit A.

3. The **COUNTY** shall be responsible for operating traffic control devices (gates).

4. The **COUNTY** shall reimburse the **CITY** for all costs of labor, materials and supplies necessary to provide the capital improvements described herein, the total cost not to exceed \$195,000.00

5. Title to the Kings Bay guardhouse facility shall remain with the **CITY** or its assignee. The facility shall be leased in perpetuity to the **COUNTY** for \$10.00 per annum until such time as the district is legally abolished.

6. Upon completion and acceptance of construction, the **COUNTY**, from special assessments collected from within the **District**, will pay in full to the limit specified in Section 4 all costs incurred by the **CITY** within 30 days of receipt of an itemized final invoice.

7. The **CITY** shall indemnify and hold harmless the **COUNTY** and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the **COUNTY** or its officers, employees, agents or instrumentalities may incur as a result of claims,

demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the **CITY** or its employees, agents, servants, partners, principals or subcontractors. The **CITY** 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**, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that Statute whereby the **CITY** shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgment paid by the **CITY** arising out of the same incident or occurrence, exceed the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the **CITY**.

IN WITNESS WHEREOF, the parties having caused this Interlocal Agreement to be executed by their respective and duly authorized officers.

CITY OF CORAL GABLES
FLORIDA

MIAMI-DADE COUNTY,

CITY MANAGER

MAYOR OR HIS DESIGNEE

ATTEST:

APPROVED as to Legal Form.

APPROVED as to Legal Form.

CITY ATTORNEY
ATTORNEY

ASSISTANT

COUNTY

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DRAFT

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