

**AGREEMENT  
FOR  
WATER FACILITIES  
BETWEEN  
MIAMI-DADE COUNTY  
AND  
CITY OF CORAL GABLES**

**This instrument prepared by:**

**Douglas Pile, Esq.  
New Business Contracting Officer  
Miami-Dade Water and Sewer Department  
3575 S. LeJeune Road  
Miami, Florida 33146-2221**

*18*  
Recording fee - \$ 154.50  
Application fee - \$ 100.00  
WSC fee - \$ 90.00  
Owe - \$ 344.50

**THIS AGREEMENT**, made and entered into at Miami-Dade County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between **Miami-Dade County**, a political subdivision of the State of Florida, hereinafter designated as the "**COUNTY**", whose mailing address is: c/o Miami-Dade Water and Sewer Department, P.O. Box 330316, Miami, Florida 33233-0316, and **CITY OF CORAL GABLES**, a Florida municipal corporation, hereinafter designated as the "**CITY**", whose mailing address is: 405 Biltmore Way, Coral Gables, Florida 33134.

**W I T N E S S E T H :**

**WHEREAS**, the **CITY** desires to water service to be rendered to property owned by the **CITY**, and

**WHEREAS**, the **Miami-Dade Water and Sewer Department**, hereinafter designated as the "**DEPARTMENT**", operates the water system owned by the **COUNTY**, and

**WHEREAS**, the **City of Coral Gables**, operates the sewer system owned by the **CITY**, which is a volume sewer customer of the **COUNTY**.

**NOW, THEREFORE**, in consideration of the mutual covenants entered into between the parties hereto to be made and performed and in consideration of the benefits to accrue to each of the respective parties, it is covenanted and agreed to as follows:

1. **CITY'S PROPERTY.** The **CITY** owns a certain tract of land in Miami-Dade County, Florida, which is legally described in **Exhibit "A"** attached hereto and made a part hereof, hereinafter sometimes described as the "**CITY'S** property". The **CITY** has requested that the **DEPARTMENT** render water and sewer service to the **CITY'S** property and the **COUNTY** agrees to do so subject to the terms, covenants and conditions contained herein.

2. **WAIVER.** No delay or failure to exercise a right under this Agreement or any other Agreement shall impair or shall be construed to be a waiver thereof. No waiver or indulgence of any breach of this Agreement or series of breaches shall be deemed or construed as a waiver of any other breach of same or as voiding or altering any other obligation of the parties under this Agreement or any other Agreement. No order or directive given by the **COUNTY** or its agents shall be considered as waiving any portion of this Agreement unless done in writing by a person having actual authority to grant such waiver.

3. **CITY ACKNOWLEDGMENT.** The **CITY** hereby acknowledges and agrees that any right to connect the **CITY'S** property to the **CITY'S** sewer system is subject to the terms, covenants and conditions set forth in 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, including but not limited to, the Consent Decree entered on April 9, 2014, in the United States of America, State of Florida and State of Florida Department of Environmental Protection v. Miami-Dade County, Case No. 1:12-cv-24400-FAM, as well as all other current, subsequent or future enforcement and regulatory actions and proceedings.

4. **PROVISION OF SERVICE AND CONNECTION CHARGES.** The COUNTY will provide an adequate domestic water supply for the CITY'S property and will receive and dispose of sanitary sewage from the CITY'S sewer system, which will include sewage from the CITY'S property. The CITY shall pay water and sewer connection charges for all those units to be constructed on the CITY'S property subject to the limitations specified herein. The CITY acknowledges that, to the extent that water or sewer service will ultimately be rendered to the CITY'S property by a volume customer, the CITY is a new retail user provided water or sewer service from a volume customer, and acknowledges that it is responsible for payment of connection charges; however, in the event that water or sewer service is provided directly by the COUNTY, the CITY acknowledges that it is a new retail customer of the COUNTY and accordingly also liable for payment of connection charges. The CITY may be considered both a new retail customer and a new retail user provided service by a volume customer in the event that the COUNTY provides water service to the CITY'S property and a volume customer provides sewer service, or vice-versa. The connection charges are based on the average daily gallons for the various building units and/or use as shown on Exhibit "B" attached hereto and made a part hereof, and as revised by the COUNTY from time to time, multiplied by the applicable rates established by the COUNTY. The CITY intends to construct and connect one hundred eight thousand two hundred thirty-eight (108,238) square feet of office building, replacing vacant land, representing an average daily gallonage increase of five thousand four hundred twelve (5,412) gallons, resulting in combined water and sewer connection charges in the amount of thirty-seven thousand eight hundred twenty-nine dollars and eighty-eight cents (\$37,829.88). However, water and sewer connection charges shall be calculated at the rates in effect at the time of actual connection to the COUNTY'S water and sewer systems. The DEPARTMENT'S current connection charge rates are one dollar and thirty-nine cents (\$1.39) and five dollars and sixty cents (\$5.60) per gallon per day for water and sewer, respectively. The water and sewer connection charge rates are subject to revision by the Board of County Commissioners at any time. The CITY shall pay fees and/or charges specified herein at the time of issuance of Verifications Form(s). The DEPARTMENT shall not, under any circumstances, render water and/or sewer service to the CITY'S property until such time as the fees and/or charges specified herein have been paid in full.

5. **OTHER USES ON THE PROPERTY.** If the CITY constructs buildings other than those outlined in paragraph 4 above, or otherwise changes the use of structures built such that paragraph 4 is no longer an accurate description of the uses at the CITY'S property, the COUNTY shall determine if additional capacity is needed, as calculated using Exhibit "B" attached hereto and as revised by the COUNTY from time to time. If additional capacity is required, connection charges, computed at prevailing rates, capacity allocation, if available, and construction connection charges, if any, shall be required to be paid by the CITY. If requested by the DEPARTMENT, the CITY shall provide the COUNTY a list of all tenants and building units and/or use prior to the installation of any water meters and/or rendition of sewer service by the COUNTY for the CITY'S property.

6. **POINTS OF CONNECTION.** The DEPARTMENT shall provide points of connection to the CITY based on the project as specified in the Agreement. The CITY shall provide plans for the DEPARTMENT'S review based on the points of connection. Points of connection shall not be changed without prior approval by the DEPARTMENT.

7. **REMOVAL/RELOCATION OF FACILITIES.** The **DEVELOPER** hereby acknowledges and agrees that any existing **COUNTY** water facilities and all appurtenances including fire hydrants within the **DEVELOPER'S** property that will conflict with proposed development must be removed and/or relocated, and all easements associated with said facilities released and/or relocated. Said relocation and/or removal of facilities shall be performed by or for the **DEVELOPER** in accordance with plans and specifications to be approved by the **COUNTY** and in such a manner that there will be no interruption of services to the **COUNTY'S** existing customers. All costs incurred shall be borne solely by the **DEVELOPER**. The removal and/or relocation of certain water facilities and releasing and/or relocating of associated easements are conditions precedent to the issuance of water and sewer verification forms for construction of those proposed buildings that conflict with said water facilities, unless the **DEPARTMENT** is able to protect its facilities and/or associated easements through a "hold" on the foundation inspection that is issued in conjunction with Miami-Dade Department of Regulatory and Economic Resources (**RER**). The determination of the availability for placement of said hold shall be within the sole discretion of the **DEPARTMENT**. Those projects that are not within the jurisdiction of the **COUNTY'S** building permitting process shall not be eligible for consideration of that hold.

8. **DESIGN AND CONSTRUCTION OF FACILITIES.** The **CITY** at its own cost and expense shall cause to be designed, constructed and installed all of the necessary water facilities provided for in this Agreement unless otherwise specified. The facilities shall include any and all water mains, valves, fittings, fire hydrants, firelines, service connections, service lines, shutoffs, meter boxes, air release valves, and all appurtenances thereto for a complete installation. The final design and construction of the facilities shall meet the requirements set forth in the latest revision of the **DEPARTMENT'S** "Rules and Regulations" for sewer service, shall be in accordance with the latest revision of the **DEPARTMENT'S** "Design and Construction Standard Specifications and Details", and shall be subject to approval by the **DEPARTMENT**.

9. **INSPECTION.** The **COUNTY** shall have the right but not the obligation to make engineering inspections of all the construction work performed by the **CITY** under the terms of this Agreement including private facilities not to be conveyed to the **COUNTY**. Such inspections shall not be construed to constitute any guarantee on the part of the **COUNTY** as to the quality and condition of materials and workmanship. Any inspections by the **DEPARTMENT** shall not relieve the **CITY** of any responsibility for proper construction of said facilities in accordance with approved plans and specifications. Furthermore, any inspections by the **DEPARTMENT** shall not relieve the **CITY** of responsibility for the quality and condition of materials and workmanship.

10. **TESTS.** During construction and at the time when various tests are required, the **COUNTY'S** engineer or its authorized representative, together with the **CITY'S** engineer and contractor, shall jointly be present to witness tests for determination of conformance with approved plans and specifications. The **CITY** shall notify the **COUNTY** a minimum of twenty-four (24) hours in advance of the tests.

11. **CONSTRUCTION MEETINGS.** The **COUNTY** reserves the right to schedule construction meetings with the **CITY'S** representatives (Engineer, Project Manager, Construction Superintendent and others) at a place designated by the **COUNTY** with respect to project related matters upon twenty-four (24) hours' notice.

12. **SUBCONTRACTORS AND CONSULTANTS.** The COUNTY reserves the right, at any time, to bar any subcontractor or consultant employed by the CITY from engaging in any sort of work or activity related to this Agreement, if such be in the interests of the COUNTY. In the event the COUNTY rejects any subcontractor or consultant, said subcontractor or consultant will immediately cease work on anything related to this Agreement. The CITY shall not be entitled to compensation for any monies previously paid to any subcontractor or consultant if said subcontractor or consultant is rejected by the COUNTY.

13. **COMPLIANCE WITH ALL LAWS.** The CITY, at its own cost and expense, shall comply with all applicable laws, statutes, rules, and ordinances in carrying out the activities contemplated herein.

14. **APPROVALS AND PERMITS.** The CITY shall be fully responsible for obtaining all required approvals from all appropriate governmental and regulatory agencies and all necessary permits for all facilities contemplated in this Agreement. Notwithstanding anything else contained herein to the contrary, this Agreement shall not constitute or be interpreted as a waiver of any requirements of any other agency of Miami-Dade County and/or any requirements of the Code of Miami-Dade County. The CITY is responsible for obtaining all permits as may be required for the work contemplated herein pursuant to the Code of Miami-Dade County.

15. **COUNTY AS PERMITTEE.** Certain federal, state and county agencies, including but not limited to the State of Florida Department of Transportation, the South Florida Water Management District, the U.S. Army Corps of Engineers and the Florida East Coast Railroad may require that the COUNTY be named as permittee for certain construction activities even though the CITY or the CITY'S contractor will actually perform the work. To insure that the COUNTY will incur no costs or liability as a result of being named permittee on such permits, the CITY shall provide sufficient security as acceptable to the COUNTY which shall indemnify and protect the COUNTY from all claims, actions, judgments, liability, loss, cost and expense, including reasonable attorney's fees, related to work performed by the CITY pursuant to such permits. The security shall be furnished prior to the start of construction and shall be in an amount equal to the COUNTY'S cost estimate for the permit work. The CITY shall have sixty (60) days to resolve any claims by a permittor. Otherwise, the DEPARTMENT shall be entitled to pay said claims from the security. The CITY shall be liable for all costs in excess of the security.

16. **WATER SERVICE LINES.** Any water service lines two (2) inches or less in diameter that are required for the CITY'S property which will be directly connected to existing mains owned by the COUNTY shall be installed by COUNTY personnel only. The CITY hereby agrees to pay to the COUNTY its standard water service line installation charge, permit fees and service fees prior to any such installation.

17. **OWNERSHIP OF WATER METER.** The COUNTY shall own and install the required water meter as a part of any water service installation. Ownership by the COUNTY shall terminate at the outlet side of each water meter. The DEVELOPER shall pay all applicable installation fees.

18. **WATER MAIN CONSTRUCTION CONNECTION CHARGES.** The **DEVELOPER** shall pay a water main construction connection charge equal to eighteen dollars (\$18.00) per front foot of its property which directly abuts a twelve (12) inch water main which was installed by other parties (**ID# 18751**). The length of front footage abutting the water main is hereby agreed to be one hundred (100) feet, resulting in a construction connection charge in the amount of one thousand eight hundred dollars (\$1,800.00). Per annum simple interest as established and authorized by **Section 687.01, Florida Statutes**, will accrue on the construction connection charge from October 13, 2006, to the date of payment by the **DEVELOPER**. The interest rate used shall be the rate established by **Section 687.01, Florida Statutes**, at the time of payment by the **DEVELOPER**. The **DEPARTMENT** shall not, under any circumstances, render water and/or sewer service to the **DEVELOPER'S** property until such time as construction connection charge(s) and interest specified herein and **DEVELOPERS** associated expenses related to the installation costs of water and/or sewer facilities have been paid in full.

19. **TREATMENT AND TRANSMISSION CAPACITY.** In addition to the covenants and conditions set forth herein, water and sewer service to be rendered by the **COUNTY** is subject to the following:

- a. Issuance of a valid operation permit by the State of Florida for the **COUNTY'S** sewage treatment facility serving the **CITY'S** property which allows additional connections,
- b. Sufficient available capacity in the **COUNTY'S** sewer system and connection approval, as specified in paragraph 3 herein,
- c. Available water by the **COUNTY**.

However, in no event will the **COUNTY** be obligated to supply any more water or sewage treatment capacity in any one year than is called for by the building connection schedule attached hereto and made a part hereof as **Exhibit "C"**. Any variation from said connection schedule which results in increased yearly demand on the water resources or sewage treatment facility capacity of the **COUNTY** not specifically provided for in **Exhibit "C"** shall be subject to the written approval and consent of the **DEPARTMENT** and shall be dependent on the availability of the water resource and the various restrictions placed on the supply of water or the disposal of sewage by local, state and federal government agencies and the physical limitations on the **COUNTY'S** supply and treatment capacity. If the **CITY** does not utilize the yearly amount of water or sewage treatment facility allocation specified in **Exhibit "C"**, said amount will be available to the **CITY** in the next calendar year subject to the limitations and provisions specified herein.

20. **ALLOCATION OF CAPACITY.** The **COUNTY** agrees to include the aforesaid allocation in its regional water supply, production and transmission facilities and regional sanitary sewer system, once the **CITY** is granted necessary sewer allocation, as specified in paragraph 4 hereinabove. However, it is mutually agreed and understood by the **COUNTY** and the **CITY** that the allocation of capacity by the **COUNTY** does not guarantee the ability of the **COUNTY** to supply water for the **CITY'S** property or the ability to receive and dispose of sewage originating from the **CITY'S** property. Capacity allocation is subject to local, state and federal agencies and other regulatory bodies having jurisdiction. In connection therewith, the **CITY** agrees that the **COUNTY** shall not be liable or in any way responsible for any costs, claims or losses incurred by the **CITY** as a result of actions by regulatory bodies, which are related to capacity allocation.

21. **FACILITIES EASEMENTS** If the facilities contemplated herein or any portion thereof are installed within private property outside of public right-of-way, the facilities shall be installed in the center of a twelve (12) foot wide easement for water facilities, which requires a twenty-five (25) foot minimum vertical clearance above the finished grade. The **DEPARTMENT** shall have twenty-four (24) hour access to the easement for emergency purposes. If the facilities are not located in platted easements, then easements shall be granted to the **COUNTY** by the **CITY** prior to the **COUNTY'S** installation of a water meter to the **CITY'S** property. The **CITY** may not place any pavers or other structures in an easement area which would prevent the **DEPARTMENT**, at its sole discretion, from making full use of the easement, and the **CITY** shall remove same, at the **CITY'S** cost, at the direction of the **COUNTY**. The **CITY** may place pavers or other structures in the easement area if such pavers or other structures can be removed, with minimal effort by the **DEPARTMENT**, in the event that such pavers or other structures need to be removed in order for the **DEPARTMENT** to make use of the easement; the **CITY** places such pavers or other structures in the easement area at its own risk, and the **DEPARTMENT** shall not be liable for any costs incurred by the **CITY** in replacing any such pavers or other structures removed by the **DEPARTMENT**.

22. **CONNECTION/FRONTAGE BY OTHERS.** Parties other than the **CITY** who own property, other than the **CITY'S** property, which has frontage to any water main installed pursuant to this Agreement, may apply to the **COUNTY** for connections to said water main. If said parties actually connect and/or abut said facilities, the **COUNTY** will impose a construction connection charge equal to thirty-five dollars (\$35.00) for the twelve (12) inch water main, multiplied by the front foot length of the connecting/abutting property which fronts and/or abuts the water main as measured along the route of the main. The **COUNTY** will also impose construction connection charges on such other parties if said water main is required, in accordance with guidelines and criteria established by the **DEPARTMENT**, in order to provide adequate service for the fronting/abutting property. Said construction connection charges will not be required or collected from other parties for single-family residences occupied or under construction prior to the date of this Agreement. The **COUNTY** shall repay said construction connection charges to the **CITY** within ninety (90) days of receipt of same. However, the **COUNTY'S** liability for repayment to the **CITY** shall be limited to those amounts actually collected from others. This provision shall remain in effect for a period of twelve (12) years from the date of the Absolute Bill of Sale for the water main facilities constructed by the **CITY**. Per annum simple interest as established and authorized by **Section 687.01, Florida Statutes**, will accrue on all construction connection charges from the date of the Absolute Bill of Sale for the water main facilities constructed by the **CITY** to the date of payment by the connecting/abutting party. The interest rate used shall be the rate established by **Section 687.01, Florida Statutes**, at the time of payment by the connecting/abutting party. It shall be the **CITY'S** responsibility to provide the **COUNTY** with current mailing addresses during the twelve (12) year period. In accordance with the **DEPARTMENT'S** "Schedule of Water and Wastewater Fees and Charges" the **DEPARTMENT** shall retain a "Developer Repayment Fee" currently in the amount of 2.5% of the gross repayment amount established herein. This fee is subject to revision by the Board of County Commissioners at any time. The fee percentage used will be the current rate at the time of the payment.

23. **CONVEYANCE OF TITLE.** Conveyance of all easements shall be by separate instruments in recordable form as approved by the COUNTY and shall be accompanied by a written opinion of title by an attorney licensed to practice law in the State of Florida, which states that the CITY is the owner of the property interest to be conveyed, subject only to liens, encumbrances and restrictions as are acceptable to the COUNTY. The opinion shall also state that upon execution by the CITY, a valid and enforceable easement will be vested to the COUNTY. The CITY shall pay for all recording fees and for all documentary stamps. The details for all conveyances are specified herein. Failure of the CITY to provide proper conveyances shall be cause for the COUNTY to refuse to render service to the CITY'S property.

24. **DRAWINGS AND CONVEYANCE DOCUMENTS.** Following completion of the water facilities contemplated herein for COUNTY ownership, the COUNTY shall provide a conveyance package for execution by the CITY. The properly executed documents shall be delivered to and accepted by the COUNTY prior to the rendition of water service by the COUNTY. The CITY shall pay for all recording fees and for all documentary stamps. These conveyances shall be accompanied by copies of paid bills and lien waivers, releases, or satisfactions from all persons who performed work on the CITY'S property and all persons who incorporate materials into the property, together with a breakdown of the actual cost of said facilities. Concurrently, the CITY shall furnish the COUNTY with as-built drawings which meet the requirements set forth in the latest revision of the DEPARTMENT'S "Rules and Regulations" and shall be in accordance with the latest revision of the DEPARTMENT'S "Design and Construction Standard Specifications and Details", and shall be subject to approval by the DEPARTMENT. Approval by the COUNTY of all required documents and drawings shall constitute final acceptance by the COUNTY of said facilities. After final acceptance, the facilities shall remain at all times the sole, complete, and exclusive property of the COUNTY and under the exclusive control and operation of the COUNTY.

25. **WARRANTY AND MAINTENANCE BOND.** The CITY warrants that the water facilities to be owned by the COUNTY shall be free from defects in materials and workmanship for a period of one (1) year from final acceptance by the COUNTY. Simultaneously with the conveyance of the water facilities, the CITY shall deliver to the COUNTY an executed maintenance bond or alternate security deposit acceptable to the DEPARTMENT, which guarantees the warranty. If it becomes necessary to repair and/or replace any of the facilities during the initial one (1) year period, then the warranty as to those items repaired and/or replaced shall continue to remain in effect for an additional period of one (1) year from the date of final acceptance by the COUNTY of those repairs and/or replacement. The bond shall be in the amount equal to the sum of those portions of the actual cost of construction of said facilities as follows:

<u>Types of Facilities</u>	<u>Percentage of Actual Construction Cost</u>
Water mains	25

The bonds shall have as the surety thereon only such surety company as is acceptable to the COUNTY and which is authorized to write bonds of such character and amount under the laws of the State of Florida. A surety company must have a **Best's Key Rating Guide General Policyholder's Rating of "A"** or better and a **Financial Category of Class "V"** or better or be acceptable to the COUNTY. The attorney-in-fact or other officer who signs a bond must file



with such bonds a certified copy of his power-of-attorney authorizing him to do so. The Maintenance Bond may be written with the **CITY'S** contractor as "Principal" and the **CITY** and the **COUNTY** as "Co-obligees" or the **COUNTY** as sole "Obligee". In the alternative, the **CITY** may be named as "Principal" and the **COUNTY** as "Obligee". The Maintenance Bond shall remain in force for one (1) year following the date of final acceptance by the **COUNTY** of the work done pursuant to this Agreement to protect the **COUNTY** against losses resulting from any and all defects in materials or improper performance of work. If there is no building construction underway within the **CITY'S** property at the time of conveyance, the **COUNTY** shall have the right to require that the term of the Maintenance Bond be extended for a period not to exceed an additional two (2) years. Upon demand by the **COUNTY**, the **CITY** shall cause to be corrected all such defects which are discovered within the warranty period or periods as set forth above, failing which the **COUNTY** shall make such repairs and/or replacements of defective work and/or materials and the **CITY** and/or its Surety shall be liable to the **COUNTY** for all costs arising therefrom. The **CITY** also warrants that it shall be solely responsible for the repair of any damages to said facilities caused by persons in its employment. This paragraph is subject to the limitations of **Section 768.28, Florida Statutes**.

26. **TERM OF AGREEMENT.** Both the **CITY** and the **COUNTY** recognize that time is of the essence and that this Agreement shall be deemed null and void and unenforceable if the **CITY** fails to comply with any of the following conditions, where applicable:

- a. After execution of this Agreement, work on the water facilities shall commence within three hundred sixty-five (365) days from the execution date. Work shall be considered to have commenced and be in active progress when engineering drawings are submitted to the **DEPARTMENT** for review and approval, and, upon the **DEPARTMENT'S** issuance of said approval, a full complement of workmen and equipment is present at the site to diligently incorporate materials and equipment into the construction of the water facilities throughout the day on each full working day, weather permitting.
- b. Once the **CITY** commences work on the water facilities, said work cannot be suspended, abandoned, or not in active progress for a period exceeding three hundred sixty-five (365) days.
- c. The remedies specified herein are cumulative with and supplemental to any other rights which the **COUNTY** may have pursuant to the law or any other provision of this agreement.

27. **INDEMNIFICATION CLAUSE.** 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 attorney's 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, contractors and/or subcontractors. The **CITY** shall pay subject to the limitations of **Section 768.28 Florida Statutes**, 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. The **CITY** expressly understands and agrees that any insurance protection required by this Agreement or otherwise

provided by the **CITY** shall in no way limit the responsibility to indemnify, keep and save harmless and defend the **COUNTY** or its officers, employees, agents and instrumentalities as herein provided. The provisions in this clause shall survive the termination or expiration of this Agreement. This paragraph is subject to the limitations of **Section 768.28, Florida Statutes**.

28. **FORCE MAJEURE.** Should either party be prevented from performing any obligations herein, including but not limited to water service, due to or resulting from a force majeure or inevitable accident or occurrence, such party shall be excused from performance. 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 either party and shall include but not be limited to strikes, lockouts, other industrial disturbances, wars, blockades, acts of public enemies, insurrections, riots, federal, state, county and local governmental restraints and restrictions, military action, civil disturbances, explosions, conditions in federal, state, county and local permits, bid protests, manufacturing and delivery delays, unknown or unanticipated soil, water or ground conditions and cave-ins, or otherwise, and other causes reasonably beyond the control of either party, whether or not specifically enumerated herein.

29. **SERVICE CHARGES.** The **CITY** agrees to pay to the **COUNTY** the prevailing service charges for water supply and fire protection within the **CITY'S** property as may be applicable until the responsibility for payment of said charges is properly transferred in accordance with the **COUNTY'S** regulations.

30. **USE OF FACILITIES BY COUNTY.** The **COUNTY** reserves the right to make full use of the water facilities to be owned by the **COUNTY** as contemplated herein to serve other customers at any time.

31. **OPINION OF TITLE.** With the execution of this Agreement, the **CITY** at its own expense shall deliver to the **DEPARTMENT** an opinion of title for the **CITY'S** property, issued by a qualified attorney licensed to practice law in the State of Florida, which states that the **CITY** owns fee simple title to the property referred to herein.

32. **BACTERIOLOGICAL TESTS AND INDEMNIFICATION.** DEP requires that prior to the rendition of any new water service by the **DEPARTMENT**, bacteriological tests must be performed. It is the responsibility of the **CITY** to comply with all such requirements and to obtain all necessary approvals. In addition, the use of floating meters for construction purposes is subject to State of Florida requirements and approval by the **COUNTY**. The **CITY** may request approval for the use of floating meters prior to actual conveyance of title to the facilities to the **COUNTY**. However, the **COUNTY** may be required to execute documents to Miami-Dade Department of Regulatory and Economic Resources (**RER**) or State of Florida Department of Health (**DOH**), which state that the **COUNTY** has accepted title to the facilities. If the **COUNTY** is required to execute such documents, the **CITY** agrees to indemnify and hold the **COUNTY** harmless from and against all claims, actions, judgments, damages, loss, cost and expense including reasonable attorney's fees which may be incurred by the **COUNTY** in connection with the rendition of water service through the facilities constructed and installed by

the CITY prior to conveyance of title to the COUNTY, including but not limited to those that result from failure to properly maintain and repair the water facilities. This paragraph is subject to the limitations of Section 768.28, Florida Statutes.

33. **ASSIGNMENT OF AGREEMENT.** No right to any water supply and sewage disposal service commitment provided for in this Agreement shall be transferred, assigned or otherwise conveyed to any other party without the express written consent of the Director of the DEPARTMENT or his designee except as noted below. The consent of the DEPARTMENT shall not be required in connection with the sale, lease or other conveyance of property or any residential units or commercial establishments to any party who will be the ultimate user of the property, including but not limited to a bona fide purchaser, lessee, resident or occupant. The intent of this paragraph is to require consent of the DEPARTMENT for assignments or transfers of any water and sewage disposal capacity allocation to any party who holds such property as an investment for resale or who intends to develop for sale a portion of the CITY'S property, so that the COUNTY can adequately determine the demand for water and sewage disposal capacity and plan for the fair and equitable allocation of water and sewage disposal capacity among the residents of Miami-Dade County. Consent, when required, shall not unreasonably be withheld by the DEPARTMENT. If the CITY'S property is transferred or conveyed, the CITY shall remain liable to the COUNTY for all sums of money and all obligations due hereunder unless released in writing by the COUNTY.

34. **ENTIRE AGREEMENT.** This Agreement supersedes all previous agreements and representations, whether oral or written, between the CITY and the COUNTY and made with respect to the matters contained herein and when duly executed constitutes the complete Agreement between the CITY and the COUNTY.

35. **NOTICE.** All notices given pursuant to this Agreement shall be mailed by United States Postal Service registered or certified mail to the parties at the addresses specified on page 2 of this Agreement or addresses otherwise properly furnished.

36. **RECORDING OF AGREEMENT.** This Agreement is being recorded in the public records of Miami-Dade County, Florida, for the particular purpose of placing all owners and occupants, their successors and assigns, upon notice of the provisions herein contained. The CITY shall pay all recording fees.

37. **FLORIDA LAW.** This Agreement shall be interpreted under Florida law. Venue for any litigation relating to this Agreement shall be had in Miami-Dade County, Florida.

38. **SEVERABILITY.** If any section, subsection, sentence, clause or provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected by such invalidity.

CORAL GABLES PUBLIC SAFETY BUILDING, ID# 23708

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

WITNESSETH:

MIAMI-DADE COUNTY

\_\_\_\_\_  
signature

By: \_\_\_\_\_

**Nora Palou,  
New Business Contracting Officer  
For: Kevin Lynskey, Director  
Miami-Dade Water and Sewer Department**

\_\_\_\_\_  
print name

\_\_\_\_\_  
signature

\_\_\_\_\_  
print name

**STATE OF FLORIDA  
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by **Nora Palou, New Business Contracting Officer**, for **Kevin Lynskey, Director**, of the Miami-Dade Water and Sewer Department, who is personally known to me and did not take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
print name

\_\_\_\_\_  
Serial Number

**ATTEST:**

**CITY OF CORAL GABLES,  
A FLORIDA MUNICIPAL  
CORPORATION**

**By:** \_\_\_\_\_ (SEAL) **By:** \_\_\_\_\_ (SEAL)

\_\_\_\_\_, **City Clerk**      \_\_\_\_\_, **City Manager**

**STATE OF FLORIDA**  
**COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as **City Clerk**, and \_\_\_\_\_, as **City Manager**, of the **CITY OF CORAL GABLES**, a Florida municipal corporation, on behalf of the municipality. They are personally known to me or have produced \_\_\_\_\_ as identification and did/did not take an oath.

\_\_\_\_\_  
**Notary Public**

\_\_\_\_\_  
**print name**

\_\_\_\_\_  
**Serial Number**

Approved for Legal Sufficiency:

\_\_\_\_\_  
**Assistant County Attorney**

**ATTEST:**

**CITY OF CORAL GABLES,  
A FLORIDA MUNICIPAL  
CORPORATION**

**By:** \_\_\_\_\_ (SEAL) **By:** \_\_\_\_\_ (SEAL)

\_\_\_\_\_, **City Clerk**      \_\_\_\_\_, **City Manager**

**STATE OF FLORIDA**  
**COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as **City Clerk**, and \_\_\_\_\_, as **City Manager**, of the **CITY OF CORAL GABLES**, a Florida municipal corporation, on behalf of the municipality. They are personally known to me or have produced \_\_\_\_\_ as identification and did/did not take an oath.

\_\_\_\_\_  
**Notary Public**

\_\_\_\_\_  
**print name**

\_\_\_\_\_  
**Serial Number**

Approved for Legal Sufficiency:

\_\_\_\_\_  
**Assistant County Attorney**

**CORAL GABLES PUBLIC SAFETY BUILDING, ID# 23708**

**EXHIBIT "A" OF AGREEMENT  
BETWEEN  
MIAMI-DADE COUNTY  
AND  
CITY OF CORAL GABLES**

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**LEGAL DESCRIPTION**

**Lots 1 through 4, and Lots 38 through 48, inclusive, in Block 20, of CORAL GABLES SECTION "K", according to the Plat thereof, as recorded in Plat Book 8, at Page 33, of the Public Records of Miami-Dade County, Florida.**

MIAMI - DADE WATER AND SEWER DEPARTMENT



**EXHIBIT "A" - 1**  
**LOCATION SKETCH**  
SCALE: N.T.S  
-THIS IS NOT A SURVEY-

**CORAL GABLES PUBLIC SAFETY BUILDING**  
**AGMT ID# 23708**  
**FOLIO# 03-4108-006-1710**  
**MIAMI-DADE COUNTY SEC 08-54-41**  
**OCTOBER 12, 2017**



**EXHIBIT "B" OF AGREEMENT  
BETWEEN  
MIAMI-DADE COUNTY  
AND  
CITY OF CORAL GABLES**

**SCHEDULE OF DAILY RATED GALLONAGE FOR VARIOUS OCCUPANCY**

<b><u>TYPES OF LAND USES</u></b>	<b><u>GALLONS PER DAY (GPD)</u></b>
<b>RESIDENTIAL LAND USES</b>	
Single Family Residence	220 gpd/unit (under 3,001 sq. ft.)
	320 gpd/unit (3,001-5,000 sq. ft.)
	550 gpd/unit (over 5,000 sq. ft.)
Townhouse Residence	180 gpd/unit
Apartment	150 gpd/unit
Mobile Home Residence/Park	180 gpd/unit
Duplex or Twin Home Residence	180 gpd/unit
<b>COMMERCIAL LAND USES</b>	
Barber Shop	15 gpd/100 sq. ft.
Beauty Shop	25 gpd/1 00 sq. ft.
Bowling Alley	100 gpd/lane
Dentist's Office	20 gpd/100 sq. ft.
Physician's Office	20 gpd/100 sq. ft.
Bar and Cocktail Lounge	20 gpd/100 sq. ft.
Restaurant	
a) Full Service	100 gpd/100 sq. ft.
b) Fast-Food	50 gpd/100 sq. ft.
c) Take-Out	100 gpd/100 sq. ft.
Hotel or Motel	100 gpd/room
Office Building (County)	5 gpd/100 sq. ft.
Office Building (Other)	5 gpd/100 sq. ft.
Motor Vehicle Service Station	10 gpd/100 sq. ft.
Shopping Center/Mall	
a) Retail/Store	10 gpd/100 sq. ft.
Stadium, Racetrack, Ballpark, Fronton, Auditorium, etc.	3 gpd/seat
Retail/Store	10 gpd/100 sq. ft.
Theater	
a) Indoor Auditorium	3 gpd/seat
b) Outdoor Drive-in	5 gpd/space
Camper or R.V. Trailer Park	150 gpd/space
Banquet Hall	15 gpd/100 sq. ft.
a) With Kitchen	50 gpd/100 sq. ft.

**CORAL GABLES PUBLIC SAFETY BUILDING, ID# 23708**

**TYPES OF LAND USES (CONTINUED)**

**GALLONS PER DAY (GPD)**

Car Wash	
a) Hand-Type	350 gpd/bay
b) Automated (drive through)	5,500 gpd/bay
Coin Laundry	145 gpd/washer
Country Club	15 gpd/100 sq. ft.
a) With Kitchen	50 gpd/100 sq. ft.
Funeral Home	10 gpd/100 sq. ft.
Gas Station/Convenience Store/Mini-Mart	450 gpd/unit
a) w/ Single Automated Car Wash	1,750 gpd/unit
Health Spa or Gym	10 gpd/100 sq. ft.
Veterinarian Office	20 gpd/100 sq. ft.
Kennel	15 gpd/cage
Marina	60 gpd/slip
Food Preparation Outlet (Bakeries, Meat Markets, Commissaries, etc.)	35 gpd/100 sq. ft.
Pet Grooming	55 gpd/100 sq. ft.
<b>INDUSTRIAL LAND USES</b>	
Airport	
a) Common Area/Concourse	5 gpd/100 sq. ft.
b) Retail/Store	10 gpd/100 sq. ft.
c) Food Service	see restaurant use
House of Worship	10 gpd/100 sq. ft.
Hospital	250 gpd/bed
Nursing/Convalescent Home	150 gpd/bed
Public Park	
a) With toilets only	5 gpd/person
b) With toilets and showers	20 gpd/person
Other Residential Institution/Facility	CLF: 75 gpd/bed
	JAIL: 150 gpd/bed
	OTHER: 100 gpd/person
School	
a) Day care/Nursery	20 gpd/100 sq. ft.
b) Regular School (with or without cafeteria)	12 gpd/100 sq. ft.
Public Swimming Pool Facility	30 gpd/person
Industrial	
a) Warehouse/Spec. Building	1 gpd/100 sq. ft.
b) Mini Storage	1.5 gpd/100 sq. ft.
c) Industrial - Wet	20 gpd/100 sq. ft.
d) Industrial - Dry	2.5 gpd/100 sq. ft.

**LEGEND:**

gpd - gallons per day  
sq. ft. - square feet

**NOTES:**

- 1) Sewage gallonage refers to sanitary sewage flow on a per unit and/or use basis for average daily flow in gallons per day.
- 2) Condominiums shall be rated in accordance with the specific type of use (e.g., apartment, townhouse, warehouse, etc.).

**EXHIBIT "C" OF AGREEMENT  
BETWEEN  
MIAMI-DADE COUNTY  
AND  
CITY OF CORAL GABLES**

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**BUILDING CONNECTION SCHEDULE**

<b><u>TYPE AND NUMBER OF UNITS</u></b>	<b><u>GALLONAGE (gpd)</u></b>	<b><u>COMPLETION OF BUILDING CONNECTION</u></b>
Construct and connect to the County's sewer system 108,238 sq-ft of office	5,412	2018 - 2019