

CITY OF CORAL GABLES

OFFICE OF THE CITY ATTORNEY

- MEMORANDUM -

TO: CITY MANAGER

DATE: May 20, 2010

CITY CLERK

FROM:



**Elizabeth M Hernandez
City Attorney**

SUBJECT:

**INTERLOCAL AGREEMENT
BETWEEN MIAMI-DADE
COUNTY AND THE CITY OF
CORAL GABLES FOR THE
HAMMOCK LAKES SECURITY
GUARD SPECIAL TAXING
DISTRICT**

Attached please find an Inter-local Agreement between Miami-Dade County and the City of Coral Gables for construction of a Guardhouse, road closure with Emergency access Gate and associated improvements for the Hammock Lakes Security Guard special Taxing District, approved as to form and legal sufficiency by the Legal Department.

Please execute and forward to the City Clerk for attestation, once completed, please contact Lis Ferrer, at Public Works Department, for further instructions.

The City Clerk will produce certified copies if needed.

**INTERLOCAL AGREEMENT BY AND BETWEEN
MIAMI-DADE COUNTY, FLORIDA AND THE CITY
OF CORAL GABLES FOR CONSTRUCTION OF A
GUARDHOUSE, ROAD CLOSURE WITH
EMERGENCY ACCESS GATE AND ASSOCIATED
IMPROVEMENTS FOR THE HAMMOCK LAKES
SECURITY GUARD SPECIAL TAXING DISTRICT**

THIS INTERLOCAL AGREEMENT, made and entered into this _____ day of _____, 2010, 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 and the Miami-Dade County Home Rule Charter, as amended, permit the COUNTY and the CITY to enter into interlocal agreements; and

WHEREAS, the Commission of the City of Coral Gables passed and adopted Resolution No. 2008-54 (As Amended) and Resolution No. 2009-36, approving the creation of the HAMMOCK LAKES SECURITY GUARD SPECIAL TAXING DISTRICT; and

WHEREAS, the Miami-Dade County Board of County Commissioners, by adoption of Ordinance No. 09-63 on July 21, 2009, created the HAMMOCK LAKES SECURITY GUARD SPECIAL TAXING DISTRICT, 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, as amended, and authorized the County Manager to enter into this Interlocal Agreement with the CITY to provide the capital improvements for the District; and

WHEREAS, the District was approved on September 15, 2009, by a majority vote of qualified electors residing within the District; and

WHEREAS, the parties hereto, for the consideration herein as 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 construct a guardhouse, traffic control devices (gates) and road closure with emergency access gate system, including the necessary road improvements, water, sewer, electrical and telephone connections, concrete pads, sidewalk, curbing and required drainage improvements, lighting, landscaping, signage and striping as required by the Director of the Miami-Dade County Public Works Department to ensure the safe operation of said facilities in the public Rights-of-Way.
2. The guardhouse facilities and ancillary improvements and the road closure with emergency access gate herein approved to be constructed shall be located within the public Rights-of-Way. The guardhouse is to be located on SW 52nd Avenue (School House Road) south of SW 88th Street (N. Kendall Drive) and the road closure with emergency access gate is to be located on Hammock Lake Drive west of Old Cutler Road. These locations are shown of the attached Exhibit A.
3. The COUNTY shall reimburse the CITY for all costs of labor, materials and supplies necessary to provide the capital improvements described herein. Total cost not to exceed \$548,000.00
4. That the COUNTY shall be responsible for operating traffic control devices (gates).
5. That title to the 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 of construction, the **COUNTY**, from special assessments collected from within the District, will pay in full to the limit specified in Section 3 all costs incurred by the **CITY** within 30 days of receipt of itemized final invoicing.

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 \$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
BY ITS CITY COUNCIL**

**COUNTY MAYOR OR
COUNTY MAYOR'S
DESIGNEE**

ATTEST:

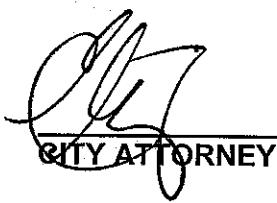
CITY CLERK

DEPUTY CLERK

(SEAL)

RISK MANAGEMENT (if applicable)

APPROVED as to Legal Form.



CITY ATTORNEY

**APPROVED as to Legal
Form.**

**ASSISTANT COUNTY
ATTORNEY**