



MEMORANDUM

Agenda Item No. 7(R)(1)(B)

107.07-17A MIAMI-DADE/GSA-MAT. MGT.

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: January 20, 2004

FROM: George M. [Signature]
County Manager

SUBJECT: Execution of Contract Between
County and Town of Surfside for
the Provision of Water Service

RECOMMENDATION

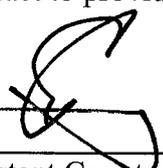
It is recommended that the Board of County Commissioners (Board) adopt the attached resolution approving the contract between Miami-Dade County (County) and the Town of Surfside (Town) providing for the provision of water service by the County to the Town.

BACKGROUND

On May 2, 1995, the County and the Town of Surfside entered into a contract providing for the rendition of water service to the Town. The County has been providing water service to the Town and both the County and the Town desire to enter into a new Contract so the County can continue to render water service to the Town.

The language in the contract is consistent with other current water service contracts and will be in effect for ten (10) years from the date of execution providing the South Florida Water Management District extends the applicable current and subsequent Consumptive Use Permits. The Contract is subject to execution by the Town and approval of the County Attorney.

Therefore, it is respectfully requested that the Board approve the attached resolution approving the contract to provide water service to the Town of Surfside.


Assistant County Manager



MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: January 20, 2004

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(R)(1)(B)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor

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1-20-04

Veto _____

Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING CONTRACT WITH THE TOWN OF SURFSIDE FOR THE PROVISION OF WATER SERVICE BETWEEN THE TOWN AND THE COUNTY AND AUTHORIZING COUNTY MANAGER TO EXECUTE SAME AND EXERCISE PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the contract with the Town of Surfside for the provision of water service between the Town and the County in substantially the form attached hereto and made a part hereof; and authorizes the County Manager to execute same for and on behalf of Miami-Dade County following execution by Town of Surfside and approval of County Attorney and to exercise provisions contained therein.

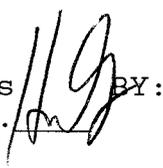
The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson
Katy Sorenson, Vice-Chairperson
Bruno A. Barreiro
Betty T. Ferguson
Joe A. Martinez
Dennis C. Moss
Natacha Seijas
Sen. Javier D. Souto
Jose ``Pepe'' Diaz
Sally A. Heyman
Jimmy L. Morales
Dorrin D. Rolle
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of January, 2004. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as  BY: _____
to form and legal sufficiency.  Deputy Clerk

Henry N. Gillman

CONTRACT
BETWEEN
MIAMI-DADE COUNTY
AND
TOWN OF SURFSIDE, FLORIDA
PROVIDING FOR THE RENDITION OF WATER SERVICE

THIS CONTRACT, made and entered into this _____ day of _____, 2003, between Miami-Dade County, a political subdivision of the State of Florida, referred to as the COUNTY and the Town of Surfside, a municipal corporation organized and existing under the laws of the State of Florida, referred to as the TOWN.

W I T N E S S E T H:

WHEREAS, on May 2, 1995, the COUNTY and the TOWN entered into a contract providing for the rendition of water service by the COUNTY to the TOWN, and

WHEREAS, the COUNTY has been providing water service to the TOWN, and

WHEREAS, the COUNTY and the TOWN desire to enter into this Contract so the COUNTY can continue to render water service to the TOWN, and

WHEREAS, the Miami-Dade Water and Sewer Department, referred to as the Department, operates and maintains the COUNTY's water system.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth, the COUNTY and TOWN agree as follows:

1. Insofar as it may be lawful to do so, the COUNTY shall sell and deliver to the TOWN, and the TOWN shall purchase and receive from the COUNTY potable water necessary to fulfill the water requirements of the TOWN during the effective period of this Contract. Potable water obtained by the TOWN from the COUNTY may be utilized to serve the TOWN's customers in its existing water service area or future water service area(s) that the TOWN is legally authorized to serve.

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2. Notwithstanding the obligations of Paragraph 1 above, if the COUNTY should have an insufficient supply of water available to fulfill the total requirements of all customers of the COUNTY due to prohibitions, restrictions, limitations or requirements of local, state or federal governments having jurisdiction over such matters or due to any other cause beyond the COUNTY's control including but not limited to those specifically set forth in Paragraph 22 below, the COUNTY shall be deemed to have fully performed its duties and to have discharged its obligations if it furnishes and delivers the TOWN's prorata share of such supply as determined by the COUNTY. The COUNTY will not be discriminatory in its delivery of water service. The COUNTY shall give expeditious notice to the TOWN whenever the COUNTY becomes aware of conditions which could reasonably lead to an outage or shortage of such potable water supply or which may bring about such condition.

3. The TOWN agrees to be bound by existing and future standards, laws, rules and regulations which may be enacted by the COUNTY or as may be necessary to ensure continued compliance with local, state and federal laws and regulations and permit conditions. This includes but is not limited to Chapter 62-555.360 of the Florida Administrative Code requiring municipal utilities to have an ordinance implementing a cross-connection/backflow prevention devices for all residential buildings three stories and higher and all businesses that represent a high risk of contamination to the TOWN's water supply. The TOWN shall submit a copy of the ordinance to the Department within one year of the date of execution of the Contract.

4. The water furnished will be delivered by the COUNTY and will be accepted and received by the TOWN at the following points of delivery:

- a. Byron Avenue at 88th Street;
- b. Byron Avenue at 91st Street and
- c. Byron Avenue at 95th Street.

Additional points of delivery may be established at such times and places as shall be mutually agreed by the Director of the Department and the TOWN. The TOWN shall bear the entire cost and expense of establishing each such additional point of delivery, obtaining such easements as may be needed and furnishing all necessary labor and materials required to connect with the COUNTY's main, all in accordance with plans and specifications which are subject to approval of the COUNTY. The TOWN will supply and

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install meter(s) and transfer ownership to the COUNTY. The TOWN shall convey to the COUNTY, by appropriate bill of sale, all of the TOWN's right, title and interest in and to the tees or crosses in the feeder mains, meters, meter vaults and all piping, valves and appurtenances between and including the aforesaid tees or crosses and the valve immediately on the discharge side of the meters. The COUNTY shall thenceforth own, control, operate and maintain such facilities. Readings of each meter at all points of delivery shall be taken by the COUNTY on or about the 28th day of each month and shall be used for monthly billing purposes under the provisions of Paragraph 11 below.

5. The Parties agree and warrant that their respective water distribution and transmission system and any extensions shall be constructed, operated and maintained in accordance with the requirements of all applicable federal, state, county and other local laws, rules and regulations. The operation and maintenance of all facilities on the TOWN side of the meters shall be the responsibility of the TOWN. Upon reasonable notice that the TOWN is in violation of this Agreement, the TOWN shall provide the COUNTY with access to the TOWN's distribution and transmission system. Said inspections shall be made at reasonable times and upon reasonable notice in such manner as to least disturb the normal operation of the TOWN.

6. In order for the COUNTY to adequately plan for future water demands, within ninety days following execution of this contract and on or before each January 1 thereafter, the TOWN shall submit to the COUNTY the TOWN's projected annual water needs for the next five years. Within 120 days of the COUNTY's receipt of the TOWN's projected annual water needs for the next five years, the COUNTY will notify the TOWN of the COUNTY's ability or inability to meet such needs, which is subject to local, state and federal agencies and other regulatory bodies having jurisdiction over such matters. The TOWN agrees that the COUNTY shall not be liable or in any way responsible for any cost, claims or losses incurred by the TOWN as a result of actions by regulatory bodies.

7. The COUNTY shall own, operate and maintain metering stations at the points of delivery listed above which will measure all potable water delivered by the COUNTY to the TOWN. The metering stations shall be of standard make and type installed in a readily accessible location with checking or calibration devices. The installation shall indicate flow with an error not to exceed plus or minus two percent of full scale reading (true accuracy). The Department, at its sole expense, shall check the accuracy of

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each metering installation once every twelve months, or at such other time intervals as it may deem appropriate. The Department shall provide the results of the checking to the TOWN no later than 30 days after the meter is checked. Such checking shall be at a reasonable time, mutually agreeable to the Department and the TOWN. If found to be in error exceeding two percent of true accuracy, the meter shall be recalibrated to the satisfaction of the parties. If such error of more than two percent is discovered, bills for the periods following the prior meter accuracy check shall be adjusted to reflect the quantity of over-read or under-read exceeding two percent. In calculating such billing adjustment it will be assumed that the meter inaccuracy existed for the entire time interval between meter accuracy tests. The billing adjustment shall be made at the same rate in effect during the period of meter inaccuracy.

8. The TOWN may request and the COUNTY agrees to perform a meter accuracy test at any reasonable time acceptable to both parties. If the meter is found to be in error exceeding two percent true accuracy, it shall be recalibrated as described above and the entire cost for such testing and recalibration shall be paid for by the COUNTY. If the meter is found performing within two percent true accuracy, the meter accuracy test shall be paid for by the TOWN within thirty (30) days of receiving the COUNTY's invoice.

9. In the event of complete or partial failure of any meters to register the TOWN's water consumption, the COUNTY may determine the estimated water consumption based on the most recent twelve (12) full months of consumption measured by the meters when they were operating properly or another method mutually agreed upon by the Department and the TOWN. To the extent possible, the COUNTY shall repair all failed meters within thirty (30) days of the determination that the meter has completely or partially failed.

10. It shall be the obligation and duty of the TOWN to transmit the water at its own expense from each point of delivery to the place or places of ultimate use and, in so doing, to supply and impart to the water such adequate pressure and flow as may be necessary to provide adequate pressure at all points beyond such points of delivery. Accordingly, the COUNTY shall not be responsible for insufficient pressure, for either domestic or fire flow service, nor be required to correct any fluctuation in pressure occurring beyond any point of delivery. The COUNTY shall provide at least 24-hour notice before any planned decrease in pressure which would affect the TOWN's ability to deliver services to any TOWN customer, is implemented by the County.

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11. The TOWN shall pay to the COUNTY, as compensation for the treatment and transmission of all water delivered to the TOWN, a monthly charge for such service based on a uniform rate for the COUNTY's volume customers. The rate shall be calculated for each Department fiscal year based on projections from the prior Department fiscal year and based on the sum of the following:

(a) That portion of all budgeted annual operating and maintenance expenses, including taxes assessed, if any, for the COUNTY's regional water system divided by the projected total amount of flow used to bill all the COUNTY's water customers over the same time period.

(b) That portion of the budgeted annual renewal and replacement expenses for the COUNTY's regional water system divided by the total projected amount of flow used to bill all the COUNTY water customers over the same time period.

(c) That portion of the COUNTY's budgeted annual interest obligations of outstanding notes and bonds for the COUNTY's regional water system divided by the projected total amount of flow used to bill all the COUNTY water customers over the same time period.

(d) That portion of the budgeted annual charge for the amortization of the COUNTY's outstanding notes and bonds for the COUNTY's regional water system, to be consistent with the requirements under law, divided by the total projected amount of flow used to bill all the COUNTY's water customers over the same time period.

(e) That portion of the budgeted annual charge for customer accounting and service, for the COUNTY's regional water system divided by the total projected amount of flow used to bill all the COUNTY's water customers over the same time period.

(f) That portion of projected annual administration and general expenses, for the COUNTY's regional water system, divided by the total projected amount of flow used to bill all the COUNTY's water customers over the same time period.

(g) That portion of the charge for debt service coverage requirement for bond issues for the COUNTY's regional water system divided by the total projected amount of flow used to bill all the COUNTY's water customers over the same time period.

The COUNTY may impose a surcharge for conservation or other

measures, provided that the surcharge is applied uniformly to all volume water customers of the COUNTY. The amount of the surcharge is subject to the review and approval of the Board of County Commissioners.

12. In addition to the monthly payment calculated in accordance with Paragraph 11 hereinabove, the TOWN shall pay to the COUNTY an asset charge representing the TOWN's proportionate share of the COUNTY's costs for the construction of water main improvements in Broad Causeway, Byron Avenue and Kane Concourse which costs are calculated as shown below:

A charge per month for interest and depreciation in an amount equal to fifteen thousand one hundred twenty-five dollars and sixty-four cents (\$15,125.64) representing seven-tenths of one percent (0.7%) of \$2,160,806 for the cost of the thirty (30) inch main in Broad Causeway; plus two thousand eight hundred dollars (\$2,800.00) representing seven-tenths of one percent (0.7%) of \$400,000 for the cost of installing the twenty-four (24) inch main in Kane Concourse. This charge shall remain in effect through December, 2008.

13. For the purpose of billing the TOWN for the charges specified in Paragraph 12 hereinabove, the COUNTY will establish the TOWN's proportionate share by dividing the TOWN's metered consumption by the total water consumption of Bal Harbour Village, Indian Creek Village, Bay Harbor Islands and the TOWN.

14. The COUNTY reserves the right to revise or modify the rate and the method of calculation included in Paragraph 11 as may be approved by the Board of County Commissioners in accordance with applicable law and the TOWN agrees to be bound thereby. The COUNTY will provide the TOWN with a preliminary rate and shall attempt to provide such rate a minimum of six (6) weeks in advance of any rate increase effective date. The TOWN recognizes and agrees that the adopted rate may differ from the preliminary rate. The TOWN recognizes and agrees that the COUNTY intends to implement in the future such charges or rate structures, including but not limited to peak flow surcharges, as it deems necessary to fairly recover its costs for any needed infrastructure improvements. The TOWN further recognizes and agrees that the COUNTY's right to revise or modify the rate or methods of calculation under this paragraph is not limited solely to revisions or modifications allowing the COUNTY to recover costs for infrastructure improvements.

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15. The COUNTY grants the TOWN the right to audit all Department records related to the computation of the rates for each fiscal year. Upon written notice, the COUNTY shall make available for the TOWN records at the offices of the Department on an annual basis. In the event that such audit indicates any discrepancy between the rates used by the COUNTY in computing the monthly service charges to the TOWN and the amount paid by the TOWN determined as a result of the audit, and following the COUNTY's acceptance of the audit findings, the COUNTY shall make an adjustment, for that fiscal year, in the service charges previously paid by the TOWN. The audit must be completed on or before the end of each fiscal year for which the rates apply. Adjustments shall not be made for prior fiscal years.

16. Billings for services provided in accordance with this contract shall be rendered monthly. Invoices will be mailed by the tenth day of the month following the month for which service has been provided, based on meter readings taken by Department employees on or about the 28th day of each month. Amounts billed on such invoices are due when rendered. In the event TOWN disputes a bill, TOWN shall provide the COUNTY with notice of the reasons for non-payment and shall escrow such portion of the bill that is disputed in an interest-bearing account. The parties shall promptly meet and use good faith efforts to resolve the dispute within 45 days of the notice. Except for any portion of a bill disputed by the TOWN, payments not received by the Department on or before twenty-five (25) days after the postmark date of the bill shall be considered past due. All past due invoices shall be subject to a late charge as established by the COUNTY, such charge to reimburse the Department for costs in processing and otherwise administering late payments. In addition, per annum interest shall accrue on the past due charges including the late charges at the maximum legal rate provided by Florida law for contracts in which no interest rate is specified, for each day, including Saturdays, Sundays and holidays, from the past due date until the date of receipt by the Department. For purposes of this paragraph, date of receipt shall be the date of actual receipt by the Department if hand delivered or mailed, or date of transfer to the Department's bank, if electronic funds transfer is used.

17. Any and all suits brought by either party shall be instituted and maintained in any court of competent jurisdiction in Miami-Dade COUNTY, Florida. In all such suits, the prevailing party shall be entitled to receive costs and reasonable attorney's fees. The amount of such costs and fees shall be determined by the court in which such actions are brought.

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18. The TOWN shall accept delivery of water transmitted at a flow rate as nearly uniform as practical throughout each daily 24-hour period during November, December, January, February, March and April of each year and at all such other times when the daily quantity delivered during the preceding six (6) months set forth above. The COUNTY shall have the right to make such tests as it shall deem necessary, and at such times as it shall deem to be appropriate, to determine to what extent the maximum 60-minutes sustained demand imposed upon the facilities of the COUNTY by the requirements of the TOWN between the hours of 6:00 A.M. and 9:00 P.M. is exceeding the average daily demand for the same month. For the purpose of making each such test and of ascertaining and utilizing the result to give effect to the provisions of this Paragraph, the COUNTY shall use a recording flow meter installed at each of the points of delivery provided for in Paragraph 4 above. Such tests shall apply to each of the six (6) months set forth above and to any other month in which the average daily demand is equal to or greater than the average daily demand for the six (6) months considered collectively. Provided however, that no test allowed by this paragraph shall occur on less than three (3) business days notice to this TOWN.

19. In the event that the maximum 60-minute sustained demand between the hours of 6:00 A.M. and 9:00 P.M. as shown simultaneously by all recording flow meters considered collectively shall exceed one hundred sixty percent (160%) of the average daily demand for the same month, the COUNTY shall notify the TOWN in writing providing the TOWN with ten (10) days to reduce the demand to less than 160% of the average daily demand. If no such reduction occurs, the COUNTY shall have the right to increase the rate per thousand (1,000) gallons of water, for all water delivered during the month in which such test is made, by one percent (1%) of the rate for each four percent (4%) or major fraction thereof by which the maximum 60-minute sustained demand shall exceed one hundred sixty percent (160%) of the average daily demand. No increase in rate provided for in this paragraph shall be applied during any period of time when any of the transmission, storage or pumping facilities of the TOWN are not available for service due to reasons beyond the control of the TOWN such as water main breaks, major emergency/scheduled maintenance at the water plant or fires.

20. The TOWN shall establish, impose, maintain and collect, or shall cause to be established, imposed, maintained and collected at all times throughout the effective period such rates and charges for water distributed as will enable it to pay in full all

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amounts to which the COUNTY shall be entitled.

21. No property taxes shall be levied or collected by the TOWN upon the properties of the Department.

22. Any cessation of water services and any consequences caused by force majeure, inevitable accident or occurrence or cause beyond the reasonable control of either Party, shall not constitute a breach of this Contract and neither party shall be liable to the other or its inhabitants or customers for any damage resulting from such cessation or interruption of water service. 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, fires, earthquakes, landslides, hurricanes, epidemics, explosions or other forces of nature, strikes, lockouts, other industrial disturbances, wars, blockades, acts of terrorism, insurrections, riots, federal, state, COUNTY and local governmental restrictions, regulations and restraints, military action, civil disturbances, or conditions in federal, state, COUNTY and local permits.

Neither party shall be liable for its failure to carry out its obligations under the contract during a period when such party is rendered unable, in whole or in part, by force majeure or inevitable accidents or occurrences to carry out such obligations, but the obligations of the party or parties relying on such force majeure shall be suspended only during the continuance of any inability so caused and for no longer period of an unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch. It is further agreed and stipulated that the right of any party to excuse its failure to perform by reason of force majeure shall be conditioned upon such party giving, to the other party, written notice of its assertion that a force majeure delay has commenced within ten (10) working days after such commencement, unless there exists good cause for failure to give such notice, in which event, failure to give such notice shall not prejudice any party's right to justify any non-performance as caused by force majeure unless the failure to give timely notice causes material prejudice to the other party.

23. In accordance with the provision of COUNTY Ordinance No. 89-95 as currently in effect and as may be amended or revised in the future, the TOWN shall require all new retail users, as defined in the Ordinance, to pay the COUNTY's water and sewer connection charges. The TOWN shall not render water service, sewer service or both to any new retail user until either the COUNTY's connection charges are paid to the TOWN or a written receipt from the

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Department is provided to the TOWN.

24. In consideration of good and valuable consideration received from the COUNTY and in consideration of the covenants in this Contract, the TOWN agrees to indemnify and save harmless forever, the COUNTY, its officers, agents and employees from all claims, liability, actions, loss, cost and expense, including attorney's fees, which may be sustained by the COUNTY, its officers, agents, and employees due to, caused by, or arising from the negligence of the TOWN, its officers, employees and agents in connection with the performance of this Contract. The TOWN agrees to defend against any claims brought or actions filed against the COUNTY, its officers, agents and employees in connection with the subject of the indemnities contained herein.

25. In consideration of good and valuable consideration received from the TOWN and in consideration of the covenants in this Contract, the COUNTY agrees to indemnify and save harmless forever, the TOWN, its officers, agents and employees from all claims, liability, actions, loss, cost and expense, including attorney's fees, which may be sustained by the TOWN, its officers, agents, and employees due to, caused by, or arising from the negligence of the COUNTY, its officers, employees and agents in connection with the performance of this Contract. The COUNTY agrees to defend against any claims brought or actions filed against the TOWN, its officers, agents and employees in connection with the subject of the indemnities contained herein.

26. Notwithstanding the above, nothing shall create any liability of the COUNTY or TOWN beyond the scope of Section 768.28 Florida Statutes, as currently in effect or as lawfully amended in the future.

27. No rights pursuant to this contract shall be assignable by the TOWN unless the COUNTY agrees in writing.

28. This Contract shall be and remain in full force and effect for a period of ten (10) years from the date of execution of this Contract providing the South Florida Water Management District (District) extends the applicable current and subsequent Consumptive Use Permits (Permits). The CITY acknowledges, understands and accepts that renewals of the Permits may have differing terms and conditions as may be determined by the District. To the extent these Permits have different terms or conditions, the TOWN shall comply with the conditions of the applicable Permits issued by the District and any revisions or modifications to such permits.

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29. The TOWN grants to the COUNTY the right to provide reuse water for non-drinking purposes, when available, within the TOWN subject to federal, state and local laws and regulations in effect and as may be amended in the future, subject to the issuance of construction permits by the TOWN and upon the TOWN's engineer giving approval in writing which shall not be unreasonably withheld.

30. All notices required pursuant to this Contract shall be properly given if mailed by United States registered or certified mail addressed to the party to which notice is to be given at the following respective addresses:

Miami-Dade County
c/o The Director
Miami-Dade Water and Sewer Department
3071 SW 38 Avenue
Miami Florida 33146

Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

31. In the event of any litigation arising out of this contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including appellate fees and costs from the other party.

32. This contract shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade COUNTY, Florida.

33. This CONTRACT contains the entire contract of the parties with respect to the subject matter and replaces and supersedes all prior contracts or understandings, oral or written, with respect to such subject matter, and such contracts or understandings are now void and no longer in effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in their names and their corporate seals affixed and to all duplicates by their respective officers all as of the day and year above.

MIAMI-DADE COUNTY

ATTEST:

By: _____
Clerk

By: _____ (SEAL)
County Manager

ATTEST:

TOWN OF SURFSIDE

By: _____
Town Clerk

By: _____ (SEAL)
Town Manager

Approved as to form and legal sufficiency:

Approved as to form:

Assistant County Attorney

Attorney for Town of Surfside

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