

# MEMORANDUM

Agenda Item No. 7(M)(1)(A)

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

**DATE:** September 23, 2003

**FROM:** George M. Burgess  
County Manager

**SUBJECT:** Interlocal Agreement with  
Village of Palmetto Bay  
for Conveyance of Parks

## RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing the execution of an Interlocal Agreement with the Village of Palmetto Bay (Village) for the conveyance of Coral Reef, Perrine, and Perrine Wayside Parks, and execution of County Deeds transferring title for the parks to the Village.

## BACKGROUND

The citizens of Palmetto Bay approved a charter for the Village on September 10, 2002 and the Village Council that took office on November 7, 2002. Three local parks are within the municipal boundaries: Coral Reef, Perrine and Perrine Wayside, and the County, through its Park and Recreation Department, has determined to convey them to the Village.

The Miami-Dade County Park and Recreation Department has discussed the conveyance of these parks with the Village of Palmetto Bay and the Village has approved the Interlocal Agreement to accept the conveyance. Staff recommends that Miami-Dade County convey the property to the municipality by County deed and approve an interlocal agreement defining conditions of the transfer, as described below.

1. These properties are to be used in perpetuity solely as a public park. In the event that the Village of Palmetto Bay discontinues the use of any portion of these properties as a public park, that park shall, subject to the terms in the attached Interlocal Agreement and the deed, revert to Miami-Dade County. Furthermore, all applicable provisions of Article Six of the Miami-Dade Home Rule Charter shall apply to this park.
2. These parks shall be open to all Miami-Dade County residents.
3. The Village of Palmetto Bay shall not discriminate against unincorporated area or other County residents in program registration, pricing or other policies as they relate to the use of these parks.
4. These parks are accepted in an "as-is" condition by the Village and all transactional and due diligence costs are to be born by the Village.

Honorable Chairperson and Members  
Board of County Commissioners  
Page 2

The attached Interlocal Agreement deals with the conveyance and the related issues of continuing construction projects at the parks, protection of pineland areas, and existing permits and leases. The attached three County Deeds will convey the parks.

Attachments

 9/3/03

Assistant County Manager



# MEMORANDUM

(Revised)

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

**DATE:** September 23, 2003

**FROM:** Robert A. Ginsburg  
County Attorney

**SUBJECT:** Agenda Item No. 7 (M) (1) (A)

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

Agenda Item No. 7(M)(1)(A)  
9-23-03

Veto \_\_\_\_\_

Override \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING EXECUTION OF  
AN INTERLOCAL AGREEMENT WITH THE  
VILLAGE OF PALMETTO BAY FOR THE  
CONVEYANCE OF CORAL REEF PARK,  
PERRINE PARK, AND PERRINE WAYSIDE  
PARK, AND AUTHORIZING EXECUTION OF  
COUNTY DEEDS FOR SAME TO THE VILLAGE  
OF PALMETTO BAY

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

WHEREAS, Miami-Dade County and the Village of Palmetto Bay are desirous of entering into an interlocal agreement to govern the conditions by which Coral Reef, Perrine, and Perrine Wayside Parks can be transferred to the Village,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Interlocal Agreement between Miami-Dade County and the Village of Palmetto Bay, in substantially the form attached hereto and made a part thereof; and the execution of County deeds for the three parks named above, and authorizes the County Manager to execute same for and on behalf of Miami-Dade County, after approval by the County Attorney's Office.

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	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorrian D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 23rd day of September, 2003. 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  
to form and legal sufficiency.



By: \_\_\_\_\_  
Deputy Clerk

Mariela Martinez-Cid

**INTERLOCAL AGREEMENT  
BETWEEN  
MIAMI-DADE COUNTY AND  
VILLAGE OF PALMETTO BAY**

This is an Interlocal Agreement between Miami-Dade County, a political subdivision of the State of Florida (the "COUNTY") and the Village of Palmetto Bay, a municipal corporation of the State of Florida (the "VILLAGE"), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003 (the "Agreement").

**WITNESSETH**

**WHEREAS**, a Charter for the Village of Palmetto Bay was approved by the citizens of the Village on September 10, 2002, and the Village Council took office on November 7, 2002; and

**WHEREAS**, the COUNTY owns, operates and maintains local parks within the VILLAGE boundaries, including Coral Reef Park, Perrine Park and Perrine Wayside Park; and

**WHEREAS**, the COUNTY wishes to convey and the VILLAGE wishes to receive said local parks that are COUNTY owned (the "Parks"); and

**WHEREAS**, it is in the best interest of the COUNTY and the VILLAGE to provide recreational facilities and opportunities to residents of the VILLAGE and the COUNTY.

**NOW, THEREFORE, IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS THE COUNTY AND THE VILLAGE AGREE AS FOLLOWS:**

**1. Transfer of Real Property**

- 1.1 The COUNTY shall convey the Parks under COUNTY ownership to the VILLAGE and shall execute and deliver to the VILLAGE the attached three (3) COUNTY Deeds, incorporated herein as Exhibits "A-C."
- 1.2 Property and facilities are conveyed in an as-is condition, and subject to all easements, agreements, and restrictions.
- 1.3 The conveyance from the COUNTY to the VILLAGE shall include the conveyance of all County-owned personal property, fixtures, and equipment located at or in use at the Parks, which shall be determined during a walkthrough examination and subject to approval of staff designated by the COUNTY and the VILLAGE.

- 1.4 Equipment not owned by the County, but stored within County buildings, shall be itemized and noted but not conveyed. This includes, but is not limited to those buildings in use by volunteer organizations or contract providers. All parties will be notified and requested to attend a pre-conveyance inventory meeting.
- 1.5 Prior to the conveyance of the Parks, the COUNTY shall provide the VILLAGE with a list of all agreements for services that the COUNTY may have with vendors or organizations providing services at the Parks. Upon direction from the Village Manager, the County Manager shall either terminate the third party agreements prior to the conveyance of the Parks or execute an assignment of such agreements to the Village. Upon conveyance of the Parks, the COUNTY shall provide the VILLAGE with a copy of all permits, plans, and any other documents pertaining to the COUNTY's operation of the Parks
- 1.6 Prior to the conveyance of the Parks, the COUNTY shall transfer and/or assign any warranties or guarantees the COUNTY may have for park improvements or equipment to the VILLAGE.
- 1.7 The Village Manager and the Director of the Miami-Dade Park and Recreation Department shall mutually agree to the date of the execution and transfer of the conveyance documents to the Village, provided further that the transfer of the Parks shall occur no later than 120 days from the date of execution of this Agreement.

2. **Restrictions Related to the Village's Use of the Property**

As a condition to the acceptance of the Property, the VILLAGE agrees that:

- 2.1 The Parks shall be used in perpetuity as public parks, and the Parks shall be open to all members of the public.
- 2.2 The VILLAGE shall not discriminate against members of the public in program registration, pricing or other policies as they relate to the use of the Parks.
- 2.3 Article 6 of the Miami-Dade County Home Rule Charter shall apply to the Parks.
- 2.4 The VILLAGE shall be responsible for preserving the pine rockland area at Coral Reef Park in a natural condition, in accordance with the County's Environmental Protection Ordinance for Tree Preservation

and Protection (Article 3-Section 24-60) and the Management Plan for Coral Reef Park Pineland prepared by the Park and Recreation Department, dated March 2003, attached as Exhibit D, as may be amended.

- 2.5 Should the VILLAGE violate any of the restrictions or conditions listed in Sections 2.1 through 2.4 and Sections 3.1 through 3.7, the COUNTY shall provide the VILLAGE with written notice of the alleged violations including a statement that "The COUNTY will exercise its reversionary interest in the property if the violation is not cured." Within 45 days of receipt of the notice, the VILLAGE shall cure the violation. If the violation is of a type that cannot be cured within this time period, the VILLAGE shall notify the COUNTY in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the COUNTY Manager. Failure of the VILLAGE to cure the violation within the specified time period shall result in the subject Park automatically reverting to the COUNTY.

### **3. Further conditions of conveyance**

- 3.1 By accepting this conveyance the VILLAGE agrees that it will make every good faith effort to develop, operate and maintain the Parks in a manner that provides appropriate active and passive recreational opportunities to park users.
- 3.2 The Parks will be operated and maintained in a manner equal to or better than existing conditions.
- 3.3 The VILLAGE accepts transfer of Coral Reef Park subject to an existing lease agreement with the Jane Forman Tennis Academy, Incorporated, (the "Jane Forman Lease"), and the COUNTY assigns all its interest and obligations as Lessor and landlord under the Jane Forman Lease to the VILLAGE. Moreover, it is expressly understood that upon conveyance of Coral Reef Park to the Village, the COUNTY retains no contractual obligations contained in the Jane Forman Lease and the VILLAGE agrees to assume the position of the County in the administration of the Jane Forman Lease. The Village retains the right to approve or deny future construction in accordance with the Jane Forman Lease.
- 3.4 With respect to Safe Neighborhood Park Bond funds contracted by and between the Miami-Dade County Parks and Recreation Department and the County's Office of Safe Neighborhood Parks for

improvements to Perrine Park, the balance of which is \$742,000 as of February 5, 2003, the VILLAGE will agree to utilize these funds within Perrine Park to develop the park and promote juvenile crime prevention to include multipurpose courts, athletic fields, and upgrade or replacement of existing recreation center and support facilities.

- 3.5 With respect to Park Impact Fees being held by the COUNTY, the balance of which is to be determined by the County: the VILLAGE will agree to utilize these funds in accordance with the Park Impact Fee Ordinance, Chapter 33H of the COUNTY Code.
- 3.6 The VILLAGE agrees to allow the COUNTY to continue its project to connect public sanitary sewer systems to Coral Reef Park and Perrine Park. The Village agrees to allow the County to continue said work until such time as the County determines that the project is complete.
- 3.7 All permits and agreements between the COUNTY and non-profit or organizations within parks will be terminated upon conveyance

#### 4. Indemnification

- 4.1 Prior to the date of conveyance of the Parks, the COUNTY shall provide the VILLAGE with any known claims, litigation or other proceedings that may be pending regarding the COUNTY's operation of the Parks.
- 4.2 The COUNTY warrants that: (1) it is not in breach of any contracts pertaining to the use, operation or maintenance of the Parks; (2) it is in compliance with the conditions of all permits issued by any government agency regarding the Parks; and (3) at the time of conveyance the COUNTY has no knowledge that the Parks are contaminated by hazardous wastes, hazardous substances or petroleum products, which require removal, remediation or monitoring under current county, state or federal laws.
- 4.3 To the extent permitted by law and as limited by Section 768.28, Florida Statutes, the COUNTY shall hold harmless, defend and indemnify the VILLAGE, its officers, agents and employees for any and all liability, losses or damages, including attorney's fees and costs of defense, which the VILLAGE, its officers, agents and employees may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, or relating to, or resulting solely from an alleged breach of contract or the

negligence of the COUNTY, its officers, agents or employees prior to conveyance and in the performance of this Agreement.

4.4 The VILLAGE shall hold harmless, defend, and indemnify 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 officer, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the VILLAGE or its employees, agents, servants, partners, principals or subcontractors. The VILLAGE 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 that 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 VILLAGE 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 paid by the VILLAGE 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 VILLAGE's negligence.

**5. Notices**

All notices hereunder must be in writing and shall be deemed validly given if Sent by certified mail, return receipt requested, or by hand delivery, or by overnight delivery to the addresses as follow (or any other address that the party to be notified may have designated to the sender by like notice):

County: Miami-Dade County Manager  
111 N.W. First Street, Suite 2910  
Miami, Florida 33128

Copied to: County Attorney, Miami-Dade County  
111 N.W. First Street, Suite 2810  
Miami, Florida 33128

and Director, Miami-Dade County Parks and  
Recreation Department

275 NW 2<sup>nd</sup> Street, 5<sup>th</sup> Floor  
Miami, Florida 33128

Village: Village Manager,  
Village of Palmetto Bay  
900 Perrine Avenue  
Palmetto Bay, Florida 33157

Copied to: Earl Gallop  
Nagin, Gallop, Figueredo, P.A.  
3225 Aviation Avenue, 3 PC  
Miami, Florida 33133

**6. Entire Agreement**

The VILLAGE and the County agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

**7. Amendments**

This Agreement cannot be modified or amended without the express written consent of the parties. Accordingly, no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document. Notwithstanding any provision herein, this agreement in no way obviates or nullifies the obligations of the VILLAGE under the VILLAGE Charter. The VILLAGE Manager and the County Manager of Miami-Dade County, or their designees may modify this Agreement in writing.

**8. Severability**

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

9. **Assignment**

Neither this Agreement nor any term nor provision hereof or right hereunder shall be assignable by any parties and any attempt to make such assignment shall be void.

10. **Governing Law**

This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceedings arising in any matter pertaining to this Agreement shall, to the extent permitted by law, be held in Miami-Dade County, Florida.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf as of the date first above written.

**VILLAGE OF PALMETTO BAY,**  
a municipal corporation

By: Charles Seem  
Village Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: Paul G. Gallop  
Village Attorney

**MIAMI-DADE COUNTY**  
a political subdivision of  
the State of Florida

By its Board of County  
Commissioners:

By: \_\_\_\_\_  
County Manager

ATTEST:

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
County Attorney

Instrument prepared under the direction of  
Thomas Goldstein, Assistant County Attorney:  
111 N.W. 1 Street, 28 Floor  
Miami, Florida 33128-1907

Folio: 33-5022-000-0750  
Coral Reef Park

## COUNTY DEED

THIS DEED, made this        day of        2003, A.D. by **MIAMI-DADE COUNTY, FLORIDA**, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1 Street Suite 2460, Miami, Florida 33128-1963, and the **VILLAGE OF PALMETTO BAY**, party of the second part, whose address is, 900 Perrine Avenue, Palmetto Bay, Florida 33157.

### WITNESSETH:

That the said party of the first part, for no consideration and in accordance with Florida Statute 197.592(3) has granted, bargained, and conveyed as is, **Coral Reef Park** to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

### LEGAL DESCRIPTION

The Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ ,  
LESS the North 25 feet and the West 25 feet thereof,  
AND  
The Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ ,  
LESS the North 25 feet and the South 40 feet thereof,  
of Section 22, Township 55 South, Range 40 East, Miami Dade County, Florida.  
LESS  
The C-100 Canal according with the South Florida Water Management Right of Way plans.

The Village shall: a) maintain the property in perpetuity as a public park, b) agree to govern itself, in regards to the subject property, in accordance with Article 6 of the County Charter, c) allow all members of the public equal access and use of the park and not discriminate in program registration,

pricing and other policies, (d) preserve the pine rockland area of Coral Reef Park in a natural condition as per a management plan prepared by Miami-Dade Park and Recreation Department, as may be amended, and in accordance with County Ordinance for Tree Preservation and Protection (Article 3-Section 24-60).

The Village agrees that it will make every good faith effort to develop, operate and maintain the Park in a manner that provides appropriate active and passive recreational opportunities to park users consistent with normal and customary park and recreation policies.

Upon failure of the Village to abide by any of the restrictions listed in (a) through (d), the County shall provide the Village with written notice of the alleged violations including a statement the “The County will exercise its reversionary interest in the property if the violation is not cured.” Within 45 days of receipt of the notice, the Village shall cure the violation. If the violation is of a type that cannot be cured within this time period, the Village shall notify the County in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the County Commission. Failure of the Village to comply with all of the terms of this paragraph, after thirty days written notice, shall cause the title to automatically revert to Miami-Dade County.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

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

By: \_\_\_\_\_  
Deputy Clerk

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

Approved for legal sufficiency: \_\_\_\_\_

The foregoing was authorized and approved by Resolution No. R-\_\_\_\_\_ of the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Instrument prepared under the direction of  
Thomas Goldstein, Assistant County Attorney:  
111 N.W. 1 Street, 28 Floor  
Miami, Florida 33128-1907

Folio No. 33-5033-000-0660  
33-5033-000-0850

## COUNTY DEED

THIS DEED, made this            day of            2003, A.D. by **MIAMI-DADE C OUNTY,**  
**FLORIDA**, a Political Subdivision of the State of Florida, party of the first part, whose address is:  
Stephen P. Clark Center, 111 N.W. 1 Street Suite 2460, Miami, Florida 33128-1963, and the **VILLAGE**  
**OF PALMETTO BAY**, party of the second part, whose address is, 900 Perrine Avenue, Palmetto Bay,  
Florida 33157.

### *WITNESSETH:*

That the said party of the first part, for no consideration and in accordance with Florida Statute  
197.592(3) has granted, bargained, and conveyed as is, **Perrine Park** to the said party of the second  
part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade  
County, Florida:

Folio 33 5033 000 0660

South ½ of the Southeast ¼ of the Southwest ¼ of the Northwest ¼ of Section 33,  
Township 55, Range 40, Less West 35 Feet  
**and**

Folio 33 5033 000 0850

Beginning At Northeast Corner of the Northwest ¼ of the Southwest ¼ of Section 33,  
Township 55, Range 40, Then South 03 DEG East 783.29 Ft.,  
Then South 88 DEG West 666.47 Ft.,  
Then North 03 DEG West 783.34 Ft.,  
Then North 88 DEG East 668.60 Ft. To Point of Beginning.

The Village shall: a) maintain the property in perpetuity as a public park, b) agree to govern  
itself, in regards to the subject property, in accordance with Article 6 of the County Charter, c) allow all

members of the public equal access and use of the park and not discriminate in program registration, pricing and other policies.

The Village agrees that it will make every good faith effort to develop, operate and maintain the Park in a manner that provides appropriate active and passive recreational opportunities to park users consistent with normal and customary park and recreation policies.

Upon failure of the Village to abide by any of the restrictions listed in (a) through (c), the County shall provide the Village with written notice of the alleged violations including a statement the “The County will exercise its reversionary interest in the property if the violation is not cured.” Within 45 days of receipt of the notice, the Village shall cure the violation. If the violation is of a type that cannot be cured within this time period, the Village shall notify the County in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the County Commission. Failure of the Village to comply with all of the terms of this paragraph, after thirty days written notice, shall cause the title to automatically revert to Miami-Dade County.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

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

By: \_\_\_\_\_  
Deputy Clerk

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

Approved for legal sufficiency: \_\_\_\_\_

The foregoing was authorized and approved by Resolution No. R-\_\_\_\_\_ of the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Instrument prepared under the direction of  
Thomas Goldstein, Assistant County Attorney:  
111 N.W. 1 Street, 28 Floor  
Miami, Florida 33128-1907

Folio No. 33-5028-000-0410

## COUNTY DEED

THIS DEED, made this       day of       , A.D. by **MIAMI-DADE COUNTY, FLORIDA**, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1 Street Suite 2460, Miami, Florida 33128-1963, and the **VILLAGE OF PALMETTO BAY**, party of the second part, whose address is, 900 Perrine Avenue, Palmetto Bay, Florida 33157.

### *WITNESSETH:*

That the said party of the first part, for no consideration and in accordance with Florida Statute 197.592(3) has granted, bargained, and conveyed as is, **Perrine Wayside Park** to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

All of the South ½ of the Southeast ¼ of the Northwest ¼ of the Southwest ¼, Lying East of State Road No. 5, and the West 160 Feet of the South 330 Feet of the South ½ of the Northeast ¼ of the Southwest ¼ of Section 28, Township 55 South, Range 40 East.

The Village shall: a) maintain the property in perpetuity as a public park, b) agree to govern itself, in regards to the subject property, in accordance with Article 6 of the County Charter, c) allow all members of the public equal access and use of the park and not discriminate in program registration, pricing and other policies.

The Village agrees that it will make every good faith effort to develop, operate and maintain the Park in a manner that provides appropriate active and passive recreational opportunities to park users consistent with normal and customary park and recreation policies.

Upon failure of the Village to abide by any of the restrictions listed in (a) through (c), the County shall provide the Village with written notice of the alleged violations including a statement the “The

County will exercise its reversionary interest in the property if the violation is not cured.” Within 45 days of receipt of the notice, the Village shall cure the violation. If the violation is of a type that cannot be cured within this time period, the Village shall notify the County in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the County Commission. Failure of the Village to comply with all of the terms of this paragraph, after thirty days written notice, shall cause the title to automatically revert to Miami-Dade County.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

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

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

Approved for legal sufficiency: \_\_\_\_\_

The foregoing was authorized and approved by Resolution No. R-\_\_\_\_\_ of the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

**MANAGEMENT PLAN  
FOR  
CORAL REEF PARK PINELAND**

Prepared by:  
Jane Griffin Dozier  
Miami-Dade County Park & Recreation Department  
Natural Areas Management Division



May 2003  
(Revised)

Exhibit D

22

## MANAGEMENT PLAN FOR CORAL REEF PARK PINELAND

### I. GENERAL INFORMATION

#### A. Purpose and Scope of the Management Plan

The purpose and scope of this Management Plan is to propose long-term management guidelines for the pineland at Coral Reef Park to ensure the viability of this natural area.

#### B. Site Description and History

Coral Reef Park is currently owned and operated by Miami-Dade County Park & Recreation Department. However, in the future, it will be taken over by the newly incorporated Village of Palmetto Bay. Coral Reef Park is located at 7895 Southwest 152 Street. It is a multi-use park that includes ballfields, playgrounds, tennis courts, jogging/walking trails, and a natural area (see attached site map).

The natural area is a five-acre pine rockland, which has been managed by the Park & Recreation Department's Natural Areas Management (NAM) Division since 1993. NAM's primary work at the site has been the removal of exotic vegetation. A wildfire occurred just prior to NAM managing the site. Another fire occurred in April 1998. This fire was apparently started by local youth. Incidents of dumping along the edges of the pineland have occurred, and there are still problems with encroachment from active recreational activities at the park, primarily, the storage of soccer equipment on the northern edge of the pineland.

#### C. Site Significance

Pine rocklands historically covered over 160,000 acres along the Miami Rock Ridge. Today, less than 4,400 acres remain, these being severely fragmented by development. Pine rocklands are considered critically imperiled on a state and global scale. Coral Reef Park Pineland is a relatively high quality pineland and contains several listed plant species, including the Deltoid spurge (*Chamaesyce deltoidea*), State and Federally listed as endangered. Pinelands also serve as habitat for a number of bird and butterfly species. Coral Reef Park Pineland is especially able to serve this purpose, as the park is a much-needed green space within an urban setting. The atala butterfly (*Eumaeus atala*), once thought to be extinct, has been documented at this site. The atala butterfly's food source is coontie (*Zamia pumila*), which is present in this pineland, and is State listed as commercially exploited.

### II. MANAGEMENT CONSIDERATIONS

NAM has been managing this pineland since 1993, following a wildfire. Exotic invasive species that have been treated include burma reed (*Neyraudia reynaudiana*), Brazilian pepper (*Schinus terebinthifolius*), Queensland umbrella (*Schefflera actinophyllia*), woman's tongue (*Albizia lebbbeck*), lead tree (*Leucaena leucocephala*), and sewer vine (*Paederia foetida*). Listed native

plant species on site include the Deltoid spurge, pineland jacquemontia (*Jacquemontia curtisii*), pineland lantana (*Lantana depressa*), and silver palm (*Coccothrinax argentata*).

At present, this pineland has a relatively low level of exotic infestation, though sewer vine has been persistent. In order to preserve this threatened plant community, the pineland must be managed using a combination of routine exotic vegetation treatment and a prescribed burning regime. In addition, biological management should be conducted by augmenting the slash pine canopy and reducing hardwoods, as necessary. NAM recently conducted hardwood reduction at the site in April 2003. Another consideration in reducing hardwoods is one of safety and security. These hardwoods, primarily live oak, have occurred throughout this pineland, but were particularly prevalent along the edges. They invade a pineland due to absence of fire. The jogging/walking trail abuts the southern and eastern edges of the pineland, so the reduction of hardwoods has opened up the area and provided greater visibility for users of the trail.

Soccer fields abut the pineland on its northern edge, and a sodded area is immediately adjacent to the west. Equipment for the soccer field is being stored immediately adjacent to the northern edge of the pineland. Past problems at the park have included dumping asphalt and mulch into the pineland, and the setting of a fire by local youth. Park personnel and patrons, as well as contractors doing work at the park, need to be made aware of the significance of the pineland so that further incidents that could be detrimental to the natural area will not occur.

Coral Reef Park is heavily used by the public. This would provide an excellent opportunity to educate park visitors about pine rocklands by installing an interpretive sign along the jogging/walking trail.

The presence of the atala butterfly should be taken into consideration during mosquito spraying operations. Spraying near the pineland should be avoided to prevent inadvertently killing this and other butterfly species, and their larvae.

### III. MANAGEMENT GOALS AND ACTIONS

#### A. Restore and maintain Coral Reef Park Pineland to preserve and enhance its natural resource value by applying appropriate management techniques.

##### Recommended actions:

- 1) Plant slash pine seedlings (*Pinus elliottii* var. *densa*) to mimic patchiness of pine rockland stands, and to re-establish the native canopy.
- 2) Ensure that management actions for removal of exotic vegetation and native hardwoods enhance the pine rockland understory and minimize disturbance of the substrate.
- 3) Implement a prescribed fire regime to reduce exotics, reduce hardwood succession, reduce heavy fuels, and maintain and improve floral diversity.

#### B. Ensure the long-term viability of federal and state listed rare and endemic species and subspecies, and other varieties of pineland plants and wildlife.

##### Recommended actions:

- 1) Conduct a biological survey to determine population size and location of federal and state listed plant species.
- 2) Disseminate location information to appropriate agencies that could potentially affect those species (Miami-Dade County Park & Recreation Natural Areas Management, Village of Palmetto Bay Park & Recreation personnel, Miami-Dade County Department of Environmental Resources Management, State of Florida Division of Forestry).
- 3) Conduct annual surveys of federal and state listed plant species to monitor the effects of management on the plant community.
- 4) Document wildlife observations during routine inspections to monitor the presence of the atala butterfly, as well as other species using the pineland.
- 5) Conduct annual bird surveys during migratory season.

**C. Protect Coral Reef Park Pineland from adverse human impacts.**

**Recommended actions:**

- 1) Increase signage identifying the pineland as a "Protected Natural Area."
- 2) Educate park personnel regarding the significance of the pine rockland plant community.
- 3) Conduct routine inspections to monitor the pineland.

**D. Improve public awareness and appreciation of pine rocklands.**

**Recommended actions:**

- 1) Establish a minimum of one interpretive sign along the jogging/walking trail that skirts the southern edge of the pineland, focusing on the plant community and the benefit and necessity of fire.
- 2) Make educational materials available in the park's office regarding Miami-Dade County's natural areas.

**IV. MANAGEMENT REQUIREMENTS**

Although NAM has been conducting management activities at Coral Reef Park Pineland for some time now, reevaluating the site has revealed the need to take several actions as soon as possible. Additional "Protected Natural Area" signs should be installed to make park personnel and patrons aware of the need to protect the pineland. The installation of additional signs will hopefully eliminate the occurrence of the pineland being used to dump or store materials. In addition, a minimum of one interpretive sign should be installed on one end of the jogging trail that skirts the southern edge of the pineland. This sign can describe pine rockland plant communities and their globally imperiled status, as well as the benefit and necessity of fire to pine rocklands. This will provide an educational opportunity for park visitors. The costs for these actions are broken down in the attached budget, and shown under Year 1.

Miami-Dade County's pine rocklands are adapted to fire, an occurrence that plays a significant role in the overall health and survival of our globally imperiled pine rocklands. Periodic fire, preferably occurring in the early wet season, aid in seed germination, the reduction of exotic vegetation, and the reduction of hardwood succession. Historically, fires occurred through lightning strikes. In Coral Reef Park's urban setting, prescribed burning would occur under the

close supervision of trained fire personnel. Prescribed burning would need to be conducted every three to four years. Three burns over a ten-year period (with a 5% increase per year) total \$26,924. It is recommended that slash pine seedlings be planted following the first prescribed burn in order to augment the pine population at the site.

An estimate of the total management costs over a ten-year period at Coral Reef Park Pineland equals \$103,600. A 10% contingency cost for unanticipated needs brings the total to \$113,960. Some of the costs in Year 1 are one-time expenditures (signs), while yearly recurring costs for the ten-year estimate include project management (e.g., site inspections, public outreach), exotic control, and plant and animal surveys. The project management costs and surveys have a 3% cost increase per year, and the exotic control has a 5% cost increase per year. The budget is included with this management plan.

In the future, the Village of Palmetto Bay should consider installing fencing along the northern and western edges of the pineland to further provide a definitive boundary for the natural area. (The jogging/walking trail establishes a boundary on the eastern and southern edges.) A low split-rail fence is recommended.

**Coral Reef Pineland Management Budget (10-year estimate)**

MANAGEMENT ACTIONS	COSTS
<b>YEAR 1</b>	
Interpretive sign (1)	\$2,400
“Protected Natural Area” signage (5)	\$2,500
Exotic vegetation control	\$4,000
Plant and wildlife surveys	\$750
Project management	\$1,000
<b>Total Year 1 costs</b>	<b>\$10,650</b>
<b>YEAR 2</b>	
Prescribed burn	\$7,698
Exotic vegetation control	\$4,200
Plant slash pine seedlings	\$1,400
Plant and wildlife surveys	\$773
Project management	\$1,030
<b>Total Year 2 costs</b>	<b>\$15,101</b>
<b>YEAR 3</b>	
Exotic vegetation control	\$4,410
Plant and wildlife surveys	\$796
Project management	\$1,061
<b>Total Year 3 costs</b>	<b>\$6,267</b>
<b>YEAR 4</b>	
Exotic vegetation control	\$4,631
Plant and wildlife surveys	\$820
Project management	\$1,061
<b>Total Year 4 costs</b>	<b>\$6,544</b>
<b>YEAR 5</b>	
Prescribed burn	\$8,911
Exotic vegetation control	\$4,862
Plant and wildlife surveys	\$844
Project management	\$1,126
<b>Total Year 5 costs</b>	<b>\$15,743</b>

**Coral Reef Pineland Management Budget (10-year estimate), continued...**

<b>YEAR 6</b>	
Exotic vegetation control	\$5,105
Plant and wildlife surveys	\$869
Project management	\$1,159
<b>Total Year 6 costs</b>	<b>\$7,133</b>
<b>YEAR 7</b>	
Exotic vegetation control	\$5,361
Plant and wildlife surveys	\$896
Project management	\$1,194
<b>Total Year 7 costs</b>	<b>\$7,451</b>
<b>YEAR 8</b>	
Prescribed burn	\$10,315
Exotic vegetation control	\$5,628
Plant and wildlife surveys	\$922
Project management	\$1,230
<b>Total Year 8 costs</b>	<b>\$18,095</b>
<b>YEAR 9</b>	
Exotic vegetation control	\$5,910
Plant and wildlife surveys	\$950
Project management	\$1,267
<b>Total Year 9 costs</b>	<b>\$8,127</b>
<b>YEAR 10</b>	
Exotic vegetation control	\$6,205
Plant and wildlife surveys	\$979
Project management	\$1,305
<b>Total Year 10 costs</b>	<b>\$8,489</b>
<b>Total costs over 10 years</b>	<b>\$103,600</b>
<b>10% contingency cost = \$13,357</b>	<b>\$113,960</b>

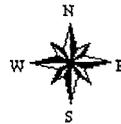
# CORAL REEF PARK



300 0 300 600 900 Feet



-  Pineland
-  Park boundaries



Miami-Dade County Park & Recreation Dept.  
Natural Areas Management Division

JGD 03/11/2003