

# Memorandum



**Date:** January 25, 2007

**To:** Honorable Chairman Bruno A. Barriero  
and Members, Board of County Commissioners

**From:** George W. Burgess  
County Manager

**Subject:** Interlocal Agreements with the City of Miami Gardens for Transfer of Funding for Running Track at Carol City Community Center and Mini-Recreation Center at Scott Park

Agenda Item No. 8(M)(1)(D)

## RECOMMENDATION

It is recommended that the Board of County Commissioners (BCC) approve the attached Interlocal Agreements with the City of Miami Gardens (City) for the transfer of \$74,807 in funding for the construction of a running track at Carol City Community Center, NW 199<sup>th</sup> Street and NW 27<sup>th</sup> Avenue and \$38,207 for a mini-recreation center at Scott Park, 17710 NW 15<sup>th</sup> Court. These funds represent the remaining balances of grants allocated specifically for these projects to the Neighborhood Track Club (Club) and Scott Lake Optimist Club (Optimist) through the Miami-Dade Park and Recreation Department (MDPR).

## BACKGROUND

The Club and Optimist are both private, nonprofit Community-Based Organizations (CBO) that were awarded grants through MDPR's CBO grants process. The Club received a grant of \$75,000 through Resolution No. R-1599-94 (Attachment 1) for the construction of a running track at Brentwood Park, 18800 NW 28 Place. Subsequently, the Club decided and MDPR agreed that the grant funds should be used to design and construct the track at the proposed Carol City Community Center (CCCC). The master plan for CCCC was approved in 2002 and the dry run permitting process for the plans successfully completed. Shortly thereafter, the project was placed on hold due to a funding shortage.

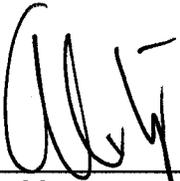
The Optimist received grants of \$75,000 and \$50,000 through Resolution Nos. R-1484-93 (Attachment 2) and R-1599-94 respectively for a total award of \$125,000. The grants were for the purchase of equipment, and the design and construction of a mini-recreation center at Scott Park. The Optimist expended funds for equipment, programming supplies and services, and began paying fees to an architectural firm to design the recreation building. It became apparent during the design phase for the building that there were not enough funds for construction and the project was placed on hold. In 2001, MDPR received Safe Neighborhood Parks (SNP) funding for construction of a recreation building at Scott Park and agreed to combine the SNP funding with the remaining Optimist allocation to design and construct a building to meet MDPR standards and incorporate the Optimist's needs.

Honorable Chairman Bruno A. Barriero  
and Members, Board of County Commissioners  
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In July 2004, through Resolution No. R-982-04 (Attachment 3), the BCC approved the transfer of various County parks including CCCC and Scott Park to the newly-incorporated City of Miami Gardens (City). MDPR transferred its SNP funding and plans to the City; however, the Optimist's remaining grant balance of \$38,207 was not included.

The County's Office of Strategic Business Management, and Office of Annexation and Incorporation have agreed that funding transfers are appropriate. The Interlocal Agreements have been reviewed for legal sufficiency by the County Attorney's Office and City staff has accepted the terms of the agreement (Attachment 4). Upon BCC approval, the Agreements will be forwarded to the City Council for approval prior to execution by the County.

Attachments



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Alex Muñoz  
Assistant County Manager

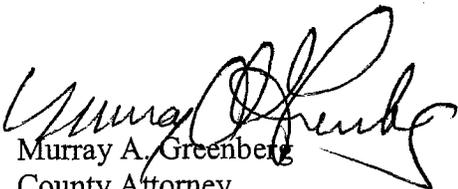


# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

**DATE:** January 25, 2007

**FROM:**   
Murray A. Greenberg  
County Attorney

**SUBJECT:** Agenda Item No. 8(M)(1)(D)

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. 8(M)(1)(D)

Veto \_\_\_\_\_

01-25-07

Override \_\_\_\_\_

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

RESOLUTION APPROVING INTERLOCAL AGREEMENTS WITH THE CITY OF MIAMI GARDENS FOR THE TRANSFER OF \$74,807 FOR CONSTRUCTION OF A TRACK AT CAROL CITY COMMUNITY CENTER AND \$38,207 FOR CONSTRUCTION OF A MINI-RECREATION CENTER AT SCOTT PARK

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 Interlocal Agreements between Miami-Dade County and the City of Miami Gardens for the transfer of \$74,807 in funding for the construction of a running track at Carol City Community Center, and \$38,207 for a mini-recreation center at Scott Park, in substantially the forms attached hereto and made a part thereof; and authorizes the County Manager to execute same for and on behalf of Miami-Dade County.

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:

Bruno A. Barreiro, Chairman  
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 25th day of January, 2007. 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

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

Approved by County Attorney as  
to form and legal sufficiency. DDC

Diamela del Castillo

5

**INTERLOCAL AGREEMENT**  
**BETWEEN MIAMI-DADE COUNTY AND CITY OF MIAMI GARDENS**  
**(Scott Park)**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2007, between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County") located at 111 N.W. 1<sup>st</sup> Street, Miami, FL 33128-1912, and the City of Miami Gardens having offices at 1515 N.W. 167<sup>th</sup> Street, Suite 201, Miami Gardens, FL 33169 (hereinafter referred to as "City").

WHEREAS, City is planning to construct an approximately 2,927 square foot mini-recreation building (hereinafter referred to as the "building") at Scott Park, 17710 N.W. 15<sup>th</sup> Court, in the City of Miami Gardens, and

WHEREAS, the County is desirous of assisting the City in constructing the building by providing thirty-eight thousand, two hundred and seven dollars (\$38,207) in funding;

NOW THEREFORE, in consideration of the mutual covenants recorded herein, the parties hereto agree as follows:

I. **AMOUNT PAYABLE.** Subject to the annual budgetary appropriation, the County agrees to pay to the City an amount not to exceed \$38,207 for the construction of the building as described in Attachment A. It is expressly understood that the County shall not be responsible for any costs in excess of \$38,207 incurred in the construction of the building as described in Attachment A. Both parties agree that should the County reduce any funding, the budget for the project, and the total project cost, shall also be proportionately reduced at the option of the City.

II. **SCOPE OF SERVICES.** The City agrees to construct the building in accordance with the Scope of Services incorporated herein and attached hereto as Attachment A.

III. **BUDGET SUMMARY.** The City agrees that all revenues received from the County shall be transmitted in accordance with the Budget, which is attached herein and incorporated hereto as Attachment B.

IV. **EFFECTIVE TERM.** The effective term of this Agreement shall be from \_\_\_\_\_ 2007 to \_\_\_\_\_ 2008.

V. **INDEMNIFICATION BY CITY.**

A. **Government Entity.** 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 and appeal, 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 City or its employees, agents, servants, partners, principals or subcontractors. 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, the indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes.

B. Term of Indemnification. The provisions of this section of indemnification shall survive the expiration or termination of this Agreement.

VI. NOTICES. It is understood and agreed between the parties that any written notice delivered hereunder, when addressed and mailed or delivered to the parties at the following addresses is sufficiently delivered:

City: Danny O. Crew  
City Manager  
City of Miami Gardens  
1515 N.W. 167<sup>th</sup> Street, Suite 201  
Miami Gardens, Florida 33169

Copy To: Sonja K. Dickens, Esq., City Attorney  
C/o James C. Brady & Associates  
501 Northeast Eighth Street  
Fort Lauderdale, Florida 33304

County: Vivian Donnell Rodriguez  
Director  
Miami-Dade County Park and Recreation Department  
275 N.W. Second Street  
Miami, Florida 33128

VII. AUTONOMY. Both parties agree that this Agreement recognizes the autonomy of and stipulates or implies no affiliation between the contracting parties. It is expressly understood and intended that the City is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, the City's agents and employees are not agents, employees nor is the City an instrumentality of the County.

VIII. BREACH OF AGREEMENT: COUNTY REMEDIES.

A. Breach. A breach by the City shall have occurred under this Agreement if (1) the City fails to construct the building in accordance with the requirements of Attachment A; (2) the City ineffectively or improperly uses the County funds allocated under this Agreement for any purpose other than the construction of the building; (3) the City refuses to allow the County access to records relating to this Agreement and the construction of the building; (4) the City attempts to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement; (5) the City fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Agreement. Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

B. County Remedies. If the City breaches this Agreement, the County may pursue any or all of the following remedies:

1. The County may terminate this Agreement by giving written notice to the City of such termination and specifying the effective date thereof at least five (5) days before the effective date of termination. In the event of termination, the City shall

reimburse the County for all County funds allocated to the City under this agreement. The City shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees;

2. The County may suspend payment in whole or in part under this Agreement by providing written notice to the City of such suspension and specifying the effective date thereof, at least five (5) days before the effective date of suspension. All payments to City as of the date of suspension of payment shall cease. If payments are suspended, the County shall specify in writing the actions that must be taken by the City as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The City shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees.

3. The County may seek enforcement of this Agreement including but not limited to filing an action with a court of appropriate jurisdiction. The City shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees;

4. Any other remedy available at law or equity.

C. The County Manager is authorized to suspend payment under this Agreement on behalf of the County and take all other necessary or appropriate action under this Agreement, except as provided in this paragraph. Termination of this Agreement by the County shall require approval by the Board of County Commissioners.

D. The City Manager is authorized to suspend this Agreement on behalf of the City. Termination of this Agreement by the City shall require City Council action.

E. Damages Sustained. Notwithstanding the above, the City shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this Agreement, and the County may withhold any payments to the City until such time as the exact amount of damages due the County is determined. The County may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach. The City shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

**IX. TERMINATION BY EITHER PARTY**. Both parties agree that this Agreement may be terminated for cause by either party hereto by written notice to the other party of such intent to terminate at least five (5) days prior to the effective date of such termination.

**X. PAYMENT PROCEDURES**. The County agrees to pay the City for services rendered under this Agreement based on the procedures outlined below:

A. Upon approval of this Agreement by the Board of County Commissioners, the City Manager shall submit a letter to the Director of the County Park and Recreation Department requesting the payment of the total approved funding, i.e., \$38,207, to be released to the City solely for the purposes stated herein.

B. No Payment of Subcontractors. In no event shall County funds be advanced directly to any subcontractor to any City agreements entered into hereunder.

C. Closeout Report/Recapture of Funds. The City shall submit a Closeout Report to the County no more than forty-five (45) days after the expiration of this Agreement. This report shall include a Certificate of Occupancy stating that the structure described in Exhibit A has been completed.

## **XI. USE OF FUNDS**

A. **Adverse Actions or Proceeding.** The City shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees or officials. The City shall not utilize County funds to provide legal representation, advice or counsel or any client in any action or proceeding against the County or any of its agents, instrumentalities, employees or officials.

B. **Religious Purposes.** County funds shall not be used for religious purposes.

C. City shall only use County funds for the construction of the building described in Attachment A. It is expressly understood that County funds shall not be used in any way at any other City owned facilities. In the event the County in its sole discretion determines the City has used funds in a manner that is not authorized by this Agreement, the City agrees to reimburse the County in full for any amounts used by the City in a manner not authorized by this Agreement.

## **XII. RECORDS, REPORTS, AUDITS, MONITORING AND REVIEW.**

Office of Miami-Dade County Inspector General. Miami-Dade County has established the Office of Inspector General, which is empowered to perform random audits on all County Agreements throughout the duration of each Agreement. Grant recipients are exempt from paying the cost of the audit, which is normally ¼ of 1% of the total Agreement amount.

The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust programs, agreements, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications and applicable law.

The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Agreement. The Inspector General is empowered to retain the services of independent private sector inspectors general to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the City, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with Agreement specifications and to detect fraud and corruption.

Upon ten (10) days prior written notice to the City from the Inspector General or Independent Private sector Inspector General (IPSIG) retained by the Inspector General, the City shall make all requested records and documents solely related to this Agreement available to the Inspector General or IPSIG for inspection and copying.

The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the City's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of this Agreement, including, but not limited to original estimate files, worksheets, proposals and Agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and Agreement documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the City, its officers, agents, employees, subcontractors and suppliers. The City shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the City in connection with the performance of this Agreement.

### **XIII. MISCELLANEOUS**

A. Publicity. It is understood and agreed between the parties hereto that this Carol City building is funded in part by Miami-Dade County. Further, by the acceptance of these funds, the City agrees that events funded by this Agreement shall recognize the County as a funding source. The City shall ensure that all publicity, public relations, advertisements and signs recognize the County for the support of all contracted activities.

This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of the official County logo is permissible. The City shall ensure that all media representatives, when inquiring about the activities funded by this Agreement, are informed that the County is a funding source.

B. Agreement Guidelines. This Agreement is made in the State of Florida and shall be governed according to the laws of the State of Florida. Proper venue for this Agreement shall be Miami-Dade County, Florida.

C. The County Manager is authorized to execute and modify this Agreement on behalf of the County.

D. Headings, Use of Singular and Gender. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

E. Totality of Agreement/Severability of Provisions. This seven (7) page Agreement with its recitals on the first page of the Agreement and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties.

Attachment A: Scope of Services  
Attachment B: County Funds and Distribution Schedule

No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. If any provision of this Agreement is held invalid or void, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.

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

Attest: CITY OF MIAMI GARDENS  
A municipal corporation

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

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
City Attorney

ATTEST: MIAMI-DADE COUNTY, FLORIDA  
A political subdivision of the State of Florida

HARVEY RUVIN, CLERK

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

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

**SCOPE OF SERVICES**  
(Scott Park Mini-Recreation Center)

The CITY shall construct an approximately 2,927 square foot custom building at Scott Park, 17710 N.W. 15<sup>th</sup> Court, to assist the City of Miami Gardens in providing youth sports, recreation and related activities and to enhance the Park with a new facility benefiting the residents of Miami Gardens.

The CITY anticipates that the building shall include:

Restrooms  
Multipurpose rooms (2)  
Equipment storage room  
Mgr/staff office

**County Funds and Distribution Schedule**  
(Scott Park Mini-Recreation Center)

<b>REVENUE SOURCE</b>	<b>FY 05-06</b>
Miami-Dade County	\$38,207.00

**INTERLOCAL AGREEMENT**  
**BETWEEN MIAMI-DADE COUNTY AND CITY OF MIAMI GARDENS**  
**(Carol City Community Center Track)**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2007, between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County") located at 111 N.W. 1<sup>st</sup> Street, Miami, FL 33128-1912, and the City of Miami Gardens having offices at 1515 N.W. 167<sup>th</sup> Street, Suite 201, Miami Gardens, FL 33169 (hereinafter referred to as "City").

WHEREAS, City is planning to construct a running track (hereinafter referred to as the "track") at the Carol City Community Center, N.W. 199<sup>th</sup> Street and N.W. 27<sup>th</sup> Avenue, in the City of Miami Gardens, and

WHEREAS, the County is desirous of assisting the City in constructing the track by providing seventy-four thousand, eight hundred and seven dollars (\$74,807) in funding;

NOW THEREFORE, in consideration of the mutual covenants recorded herein, the parties hereto agree as follows:

I. **AMOUNT PAYABLE.** Subject to the annual budgetary appropriation, the County agrees to pay to the City an amount not to exceed \$74,807, for the construction of the track as described in Attachment A. It is expressly understood that the County shall not be responsible for any costs in excess of \$74,807 incurred in the construction of the rack as described in Attachment A. Both parties agree that should the County reduce any funding, the budget for the project, and the total project cost, shall also be proportionately reduced at the option of the City.

II. **SCOPE OF SERVICES.** The City agrees to construct the track in accordance with the Scope of Services incorporated herein and attached hereto as Attachment A.

III. **BUDGET SUMMARY.** The City agrees that all revenues received from the County shall be transmitted in accordance with the Budget, which is attached herein and incorporated hereto as Attachment B.

IV. **EFFECTIVE TERM.** Both parties agree that the effective term of this Agreement will begin after the document is adopted by the City of Miami Gardens and will end on the earlier of the following two dates: (1) March 31, 2010 or (2) the date on which the City of Miami Gardens obtains a Certificate of Occupancy or equivalent document for the Scope of Work described in Attachment A of this Agreement.

V. **INDEMNIFICATION BY CITY.**

A. **Government Entity.** 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 and appeal, 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 City or its employees,

agents, servants, partners, principals or subcontractors. 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, the indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes.

B. Term of Indemnification. The provisions of this section of indemnification shall survive the expiration or termination of this Agreement.

VI. NOTICES. It is understood and agreed between the parties that any written notice delivered hereunder, when addressed and mailed or delivered to the parties at the following addresses is sufficiently delivered:

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City Manager  
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Copy To: Sonja K. Dickens, Esq., City Attorney  
C/o James C. Brady & Associates  
501 Northeast Eighth Street  
Fort Lauderdale, Florida 33304

County: Vivian Donnell Rodriguez  
Director  
Miami-Dade County Park and Recreation Department  
275 N.W. Second Street  
Miami, Florida 33128

VII. AUTONOMY. Both parties agree that this Agreement recognizes the autonomy of and stipulates or implies no affiliation between the contracting parties. It is expressly understood and intended that the City is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, the City's agents and employees are not agents, employees nor is the City an instrumentality of the County.

VIII. BREACH OF AGREEMENT: COUNTY REMEDIES.

A. Breach. A breach by the City shall have occurred under this Agreement if (1) the City fails to construct the track in accordance with the requirements of Attachment A; (2) the City ineffectively or improperly uses the County funds allocated under this Agreement for any purpose other than the construction of the track; (3) the City refuses to allow the County access to records relating to this Agreement and the construction of the track; (4) the City attempts to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement; (5) the City fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Agreement. Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

B. County Remedies. If the City breaches this Agreement, the County may pursue any or all of the following remedies:

1. The County may terminate this Agreement by giving written notice to the City of such termination and specifying the effective date thereof at least five (5) days before the effective date of termination. In the event of termination, the City shall reimburse the County for all County funds allocated to the City under this agreement. The City shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees;

2. The County may suspend payment in whole or in part under this Agreement by providing written notice to the City of such suspension and specifying the effective date thereof, at least five (5) days before the effective date of suspension. All payments to City as of the date of suspension of payment shall cease. If payments are suspended, the County shall specify in writing the actions that must be taken by the City as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The City shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees.

3. The County may seek enforcement of this Agreement including but not limited to filing an action with a court of appropriate jurisdiction. The City shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees;

4. Any other remedy available at law or equity.

C. The County Manager is authorized to suspend payment under this Agreement on behalf of the County and take all other necessary or appropriate action under this Agreement, except as provided in this paragraph. Termination of this Agreement by the County shall require approval by the Board of County Commissioners.

D. The City Manager is authorized to suspend this Agreement on behalf of the City. Termination of this Agreement by the City shall require City Council action.

E. Damages Sustained. Notwithstanding the above, the City shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this Agreement, and the County may withhold any payments to the City until such time as the exact amount of damages due the County is determined. The County may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach. The City shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

**IX. TERMINATION BY EITHER PARTY.** Both parties agree that this Agreement may be terminated for cause by either party hereto by written notice to the other party of such intent to terminate at least five (5) days prior to the effective date of such termination.

**X. PAYMENT PROCEDURES.** The County agrees to pay the City for services rendered under this Agreement based on the procedures outlined below:

A. Upon approval of this Agreement by the Board of County Commissioners, the City Manager shall submit a letter to the Director of the County Park and Recreation Department requesting the payment of the total approved funding, i.e., \$74,807, to be released to the City solely for the purposes stated herein.

B. No Payment of Subcontractors. In no event shall County funds be advanced directly to any subcontractor to any City agreements entered into hereunder.

C. Closeout Report/Recapture of Funds. The City shall submit a Closeout Report to the County no more than forty-five (45) days after the expiration of this Agreement. This report shall include a Certificate of Occupancy stating that the structure described in Exhibit A has been completed.

## **XI. USE OF FUNDS**

A. Adverse Actions or Proceeding. The City shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees or officials. The City shall not utilize County funds to provide legal representation, advice or counsel or any client in any action or proceeding against the County or any of its agents, instrumentalities, employees or officials.

B. Religious Purposes. County funds shall not be used for religious purposes.

C. City shall use County funds only for the construction of the track described in Attachment A. It is expressly understood that County funds shall not be used in any way at any other City owned facilities. In the event the County in its sole discretion determines the City has used funds in a manner that is not authorized by this Agreement, the City agrees to reimburse the County in full for any amounts used by the City in a manner not authorized by this Agreement.

## **XII. RECORDS, REPORTS, AUDITS, MONITORING AND REVIEW.**

Office of Miami-Dade County Inspector General. Miami-Dade County has established the Office of Inspector General, which is empowered to perform random audits on all County Agreements throughout the duration of each Agreement. Grant recipients are exempt from paying the cost of the audit, which is normally ¼ of 1% of the total Agreement amount.

The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust programs, agreements, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications and applicable law.

The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Agreement. The Inspector General is empowered to retain the services of independent private sector inspectors general to audit, investigate,

monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the City, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with Agreement specifications and to detect fraud and corruption.

Upon ten (10) days prior written notice to the City from the Inspector General or Independent Private sector Inspector General (IPSIG) retained by the Inspector General, the City shall make all requested records and documents solely related to this Agreement available to the Inspector General or IPSIG for inspection and copying.

The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the City's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of this Agreement, including, but not limited to original estimate files, worksheets, proposals and Agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and Agreement documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the City, its officers, agents, employees, subcontractors and suppliers. The City shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the City in connection with the performance of this Agreement.

### **XIII. MISCELLANEOUS**

A. Publicity. It is understood and agreed between the parties hereto that this Carol City track is funded in part by Miami-Dade County. Further, by the acceptance of these funds, the City agrees that events funded by this Agreement shall recognize the County as a funding source. The City shall ensure that all publicity, public relations, advertisements and signs recognize the County for the support of all contracted activities.

This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of the official County logo is permissible. The City shall ensure that all media representatives, when inquiring about the activities funded by this Agreement, are informed that the County is a funding source.

B. Agreement Guidelines. This Agreement is made in the State of Florida and shall be governed according to the laws of the State of Florida. Proper venue for this Agreement shall be Miami-Dade County, Florida.

C. The County Manager is authorized to execute and modify this Agreement on behalf of the County.

D. Headings, Use of Singular and Gender. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

E. Totality of Agreement/Severability of Provisions. This seven (7) page Agreement with its recitals on the first page of the Agreement and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties.

Attachment A:            Scope of Services  
Attachment B:            County Funds and Distribution Schedule

No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. If any provision of this Agreement is held invalid or void, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.

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

Attest: CITY OF MIAMI GARDENS  
A municipal corporation

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

by: \_\_\_\_\_  
City Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
City Attorney

ATTEST: MIAMI-DADE COUNTY, FLORIDA  
A political subdivision of the State of Florida

HARVEY RUVIN, CLERK

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

by: \_\_\_\_\_  
County Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

**SCOPE OF SERVICES**  
(Carol City Community Center Track)

The City shall construct a track at the Carol City Community Center at N.W. 199<sup>th</sup> Street and N.W. 27<sup>th</sup> Avenue to assist in the provision of track opportunities and to enhance the Park with a new facility benefiting the residents of Miami Gardens.

The City anticipates that the track shall include:

- 400 meter, 8 lane recreational (asphalt with rubber or polyutherane surface)
- Rubberized running track for basic competition
- Long jump area
- Sodding and irrigation
- Drainage
- Lighted parking lot
- Accessible route
- Walkway, landscaping, & utilities

**County Funds and Distribution Schedule**  
(Carol City Community Center Track)

<b>REVENUE SOURCE</b>	<b>FY 06-07</b>
Miami-Dade County	<u>\$ 74,807.00</u>

10-13-94

RESOLUTION NO. 1599-94

**RESOLUTION MEMORIALIZING NON-COMMUNITY DEVELOPMENT BLOCK GRANT COUNTY COMMISSION ALLOCATIONS OF FY 1994-95 FUNDS TO COMMUNITY-BASED ORGANIZATIONS AND AUTHORIZING COUNTY MANAGER TO EXECUTE RELATED GRANT AGREEMENTS AND EXERCISE TERMINATION PROVISIONS.**

WHEREAS, on October 13, 1994, the County Commission allocated FY 1994-95 funds to community-based organizations, and

WHEREAS, the County Commission is desirous of memorializing its actions taken on October 13, 1994, specifically the non-Community Development Block Grant (CDBG) allocations not embraced within Resolution No. R- 1598-94.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that the Community-Based Organizations Funding Summary attached hereto and made a part hereof as Exhibit "A", reflects the County Commission action taken on October 13, 1994 with respect to non-CDBG funds and authorizes the County Manager to execute related grant agreements retroactive to October 1, 1994 following approval by the County Attorney's Office of a standard form agreement, and further authorizes the County Manager to exercise termination provisions of grant agreements.

The foregoing resolution was offered by Larry Hawkins, who moved

24

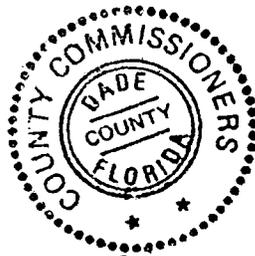
CC: ERASO, FITZPATRICK

its adoption, motion was seconded by Sherman S. Winn and upon being put

to a vote, the vote was as follows:

James Burke		Miguel Diaz de la Portilla	
Betty T. Ferguson	aye	Maurice A. Ferre	aye
Larry Hawkins	aye	Bruce Kaplan	aye
Natacha S. Millan	absent	Dennis C. Moss	aye
Alexander Penelas	aye	Pedro Reboredo	aye
Javier D. Souto	aye	Sherman S. Winn	aye
	Arthur E. Teele, Jr.	aye	

The Chairperson thereupon declared the resolution duly passed and adopted this 13th day of October, 1994.



Approved by County Attorney as to form and legal sufficiency.

DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

HARVEY RUVIN, CLERK

By: WILLIAM G. OLIVER  
Deputy Clerk





































STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF DADE    )

I, HARVEY RUVIN, Clerk of the Circuit Court in and for Dade County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution No. R-1599-94, adopted by the said board of County Commissioners at its meeting held on October 13 1994.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 25th day of October, A.D. 19 94.

HARVEY RUVIN, Clerk  
Board of County Commissioners  
Dade County, Florida

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

SEAL

Board of County Commissioners  
Dade County, Florida

44

11-23-93

RESOLUTION NO. 1484-93

RESOLUTION MEMORIALIZING COUNTY COMMISSION ALLOCATIONS OF FY 1993-94 FUNDS TO COMMUNITY BASED ORGANIZATIONS

WHEREAS, on November 23, 1993 the County Commission adopted the FY 1993-94 funds to community based organizations, and

WHEREAS, the County Commission is desirous of memorializing its actions taken on November 23, 1993,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that the Community Based Organizations Funding Chart attached hereto and made a part hereof as Exhibit "A", reflects the County Commission action taken on November 23, 1993.

The foregoing resolution was offered by Commissioner Arthur E. Teele, Jr. , who moved its adoption, the motion was seconded by Commissioner Alexander Penelas and upon being put to a vote, the vote was as follows:

James Burke	aye	Miguel Diaz de la Portilla	aye
Betty T. Ferguson	aye	Maurice A. Ferris	aye
Larry Hawkins	aye	Bruce Kaplan	aye
Natacha S. Millan	aye	Dennis C. Moss	aye
Alexander Penelas	aye	Pedro Reboredo	aye
Javier D. Souto	aye	Sherman S. Winn	aye
		Arthur E. Teele, Jr.	aye

85

The Chairperson thereupon declared the resolution duly  
passed and adopted this 23rd day of November, 1993.

DADE COUNTY FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS  
HARVEY GREEN, CLERK

Approved by County Attorney as  
to form and legal sufficiency. *HGO*

By: WILLIAM G. OLIVER  
Deputy Clerk



Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Not n  
Agenda Item No. 7(L)(1)(I)  
7-27-04

OFFICIAL FILE COPY  
CLERK OF THE BOARD  
OF COUNTY COMMISSIONERS  
DADE COUNTY, FLORIDA

RESOLUTION NO. R-982-04

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH MIAMI GARDENS FOR THE CONVEYANCE OF ANDOVER PARK, BRENTWOOD PARK AND POOL, BUCCANEER PARK, BUNCHE PARK AND POOL, CAROL CITY COMMUNITY CENTER PARK, CAROL PARK, CLOVERLEAF PARK, LAKE LUCERNE PARK, MIAMI CAROL CITY PARK, MYRTLE GROVE PARK AND POOL, NORTH DADE OPTIMIST CLUB, NORWOOD PARK AND POOL, ROLLING OAKS PARK, SCOTT PARK, AND VISTA VERDE PARK DISTRICT PARKS AND AUTHORIZING EXECUTION OF COUNTY DEED FOR THE SAME TO THE CITY OF MIAMI

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

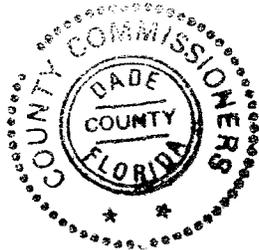
WHEREAS, Miami-Dade County and the City of Miami Gardens desire to enter into an Interlocal agreement to govern the conditions by which various parks that formerly were part of the Unincorporated Municipal Service Area can be transferred to the City,

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 City of Miami Gardens, in substantially the form attached hereto and made a part thereof; and the execution of a County deed for the 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 Dennis C. Moss, who moved its adoption. The motion was seconded by Commissioner Joe A. Martinez and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	aye		
Katy Sorenson, Vice-Chairperson	aye		
Bruno A. Barreiro	aye	Jose "Pepe" Diaz	aye
Betty T. Ferguson	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Jimmy L. Morales	aye
Dennis C. Moss	aye	Dorrin D. Rolle	aye
Natacha Seijas	absent	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 27<sup>th</sup> day of July, 2004. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.



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

HARVEY RUVIN, CLERK

By: KAY SULLIVAN  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Stephanie R. Miller



**MEMORANDUM** Not On  
Agenda Item No. 7(L)(1)(I)

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

**DATE:** July 27, 2004

**FROM:** George Burgess  
County Manager

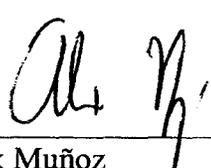
**SUBJECT:** Resolution authorizing  
Interlocal Agreement with  
the City of Miami Gardens  
for the Conveyance of Parks

**RECOMMENDATION**

It is recommended that the Board of County Commissioners approve the attached Resolution authorizing the County Manager to execute an Interlocal Agreement with the City of Miami Gardens for the conveyance of Andover Park, Brentwood Park and Pool, Buccaneer Park, Bunche Park and Pool, Carol City Community Center Park, Carol Park, Cloverleaf Park, Lake Lucerne Park, Miami Carol City Park, Myrtle Grove Park and Pool, North Dade Optimist Club, Norwood Park and Pool, Rolling Oaks Park, Scott Park, and Vista Verde Park to the City of Miami Gardens, and the execution of County Deeds for the parks.

**BACKGROUND**

The citizens of Miami Gardens approved a charter on May 13, 2003. The following local parks are within the municipal boundaries: Andover Park, Brentwood Park and Pool, Buccaneer Park, Bunche Park and Pool, Carol City Community Center Park, Carol Park, Cloverleaf Park, Lake Lucerne Park, Miami Carol City Park, Myrtle Grove Park and Pool, North Dade Optimist Club, Norwood Park and Pool, Rolling Oaks Park, Scott Park, and Vista Verde Park. The County, through the Park and Recreation Department, has determined to convey the above listed parks to the City of Miami Gardens. The attached Interlocal Agreement deals with the conveyance and related issues including continuing construction projects at the parks, existing permits and leases, and Article 6 of the Home Rule Charter. Upon consideration and approval of this resolution the attached sixteen County Deeds will convey the parks.

  
\_\_\_\_\_  
Alex Muñoz  
Assistant County Manager



# MEMORANDUM

(Revised)

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

**DATE:** July 27, 2004

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

Not On

**SUBJECT:** Agenda Item No. 7(L)(1)(I)

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**

**INTERLOCAL AGREEMENT  
BETWEEN  
MIAMI-DADE COUNTY AND  
CITY OF MIAMI GARDENS**

This is an Interlocal Agreement between Miami-Dade County, a political subdivision of the State of Florida (the "COUNTY") and the City of Miami Gardens, a municipal corporation of the State of Florida (the "CITY"), entered into this 27 day of September, 2004 (the "Agreement").

**WITNESSETH**

**WHEREAS**, a Charter for the City of Miami Gardens was approved by a majority of the voters of the City at the election held on May 13, 2003, and the City Council took office on July 23, 2003; and

**WHEREAS**, the COUNTY owns, operates and maintains local parks within the municipal boundaries, including the parks listed in Exhibit A; and

**WHEREAS**, the COUNTY wishes to convey and the CITY wishes to receive said local parks that are COUNTY owned (the "Parks"), namely, Andover Park, Brentwood Park, Brentwood Pool, Buccaneer Park, Bunche Park and Pool, Carol City Community Center Park, Carol Park, Cloverleaf Park, Lake Lucerne Park, Miami Carol City Park, Myrtle Grove Park, North Dade Optimist Club, Norwood Park, Rolling Oaks Park, Scott Park, and Vista Verde Park; and

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

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

1. **Recitals**

The above recitals are true and correct and incorporated herein by reference.

2. **Transfer of Real Property**

- a. The COUNTY shall convey the Parks under COUNTY ownership to the CITY and shall execute and deliver to the CITY the attached COUNTY Deeds, incorporated herein as Exhibits "B."
- b. Property and facilities are conveyed in an as-is condition, and subject to all easements, agreements, and restrictions.
- c. Prior to the conveyance of the Parks, the COUNTY shall provide the CITY with a list of all remaining agreements for services that the COUNTY may have with vendors or organizations providing services at the Parks. Upon direction from the City Manager, the County Manager or his/her designee shall either terminate the third party agreements prior to the conveyance of the Parks or execute an assignment of such agreements to the City. Upon conveyance of the Parks, the COUNTY shall provide the CITY with a copy of all permits, plans, and any other documents pertaining to the COUNTY's operation of the Parks
- d. The conveyance from the COUNTY to the CITY includes the conveyance of County-owned personal property, fixtures, and equipment located at or in use at the Parks, which has been previously determined during a walk through examination by staff designated by the COUNTY and the CITY.
- e. Equipment not owned by the County, but stored within County buildings, shall not be conveyed. This includes, but is not limited, to those buildings in use by the volunteer organizations that run youth sports and other programs at the Parks.
- f. Prior to the conveyance of the Parks the COUNTY shall take all steps necessary to transfer and/or assign any warranties or guarantees the COUNTY may have for park improvements or equipment to the CITY
- g. The City 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 City, provided further that the transfer of the

Parks shall occur no later than 120 days from the date of execution of this Agreement.

- h. The Permit to Conduct Business on County Property that was executed between the CITY and the COUNTY on February 1, 2004, will be terminated upon execution of this Interlocal Agreement.

3. **Restrictions Related to the City's Use of the Property**

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

- a. The Parks shall be subject to all terms of Article Six.
- b. The CITY shall not discriminate against UMSA residents in program registration, pricing or other policies as they relate to the use of the Parks.
- c. Should the CITY violate any of the restrictions listed in Sections 3.a through 3.b, the COUNTY shall provide the CITY 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 CITY shall cure the violation. If the violation is of a type that cannot be cured within this time period, the CITY shall notify the COUNTY in writing specifying the reason and the additional time required to cure the violation. Such time shall not be unreasonably withheld. 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 CITY to cure the violation within the specified time period shall result in the Property automatically reverting to the COUNTY.

4. **Further conditions of conveyance**

- a. By accepting this conveyance, the CITY 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 consistent with normal and customary park and recreation policies.
- b. The Parks will be operated and maintained in a manner equal to or better than Miami-Dade County Park and Recreation Department standards.
- c. With respect to the balance of 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 Brentwood, Bunche, Carol City Community Center, Carol, Lake Lucerne,

Myrtle Grove, Norwood, Rolling Oaks, and Scott Parks, the CITY will agree to utilize these funds within these parks subject to discussions with and approval of the Safe Neighborhood Park Bond Oversight Board. .

- d. Subject to an agreement with Miami-Dade County Office of Capital Improvements Construction Coordination, with respect to the balance of Quality Neighborhood Improvement Program funds being held by the COUNTY, the CITY will agree to utilize these funds within these parks: Brentwood, Buccaneer, Bunche, Carol City Community Center, Carol, Miami Carol City, and Myrtle Grove subject to discussion with the Miami Dade County Department of Park and Recreation and the Miami Dade County Office of Capital Improvements Coordination. .
- e. With respect to the balance of Park Impact Fees being held by the COUNTY, the CITY will agree to utilize these funds within these parks: Brentwood and Carol City Community Center.
- f. With respect to the ongoing 40-year inspection of County-owned buildings, the Department has identified the following parks that will continue to need modifications: Brentwood, Bunche Pool, Myrtle Grove, and Norwood Parks. The COUNTY will proceed to make the modifications that it has undertaken.
- g. With respect to community based organization grants for improvements to Carol City Community Center, North Dade Optimist Club, and Scott Parks, the CITY will agree that these funds will continue to be utilized for improvements to these parks, in accordance with all plans and permits that the COUNTY has obtained to the date of this agreement.
- h. The CITY will generally develop the parks in accordance with plans and permits that the COUNTY has obtained to the date of this agreement. Specifically, at Carol Park, the CITY will continue the project involving making sanitary sewer connections.
- i. At Vista Verde Park, the CITY will allow the COUNTY access to collect the seeds of the pine trees so as to allow propagation of the species.

5. **Indemnification**

- a. Prior to the date of conveyance of the Parks, the COUNTY shall provide the CITY with any known claims, litigation or other proceedings that may be pending regarding the COUNTY's operation of the Parks
- b. To the extent permitted by law and as limited by Section 768.28, Florida Statutes, the COUNTY shall indemnify the CITY, its officers, agents and employees for any and all liability, losses or damages, including attorney's fees and costs of defense, which the CITY, 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 the negligence of the COUNTY, its officers, agents or employees in the performance of this Agreement.
- c. 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 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 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 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 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 paid by the CITY arising out of the same incident or occurrence, exceed the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action, which may arise as a result of the CITY's negligence.

7. **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

City: Dr. Danny O. Crew, City Manager  
City of Miami Gardens  
17801 NW Second Avenue, Suite 201  
Miami Gardens, Florida 33169

Copied to: City Attorney

8. **Entire Agreement**

The CITY 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. 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 executed with the same formality and of equal dignity herewith. Notwithstanding any provision herein, this agreement in no way obviates or nullifies the obligations of the CITY under the CITY Charter.

9. **Amendments**

This Agreement may be modified only by an agreement in writing signed and sealed by the CITY Mayor and the County Manager of Miami-Dade County.

10. **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.

11. **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.

12. **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.

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

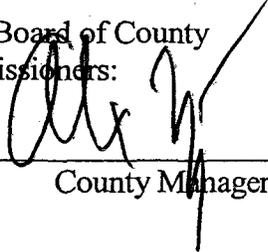
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By:   
City Attorney

**CITY OF MIAMI GARDENS,**  
a municipal corporation

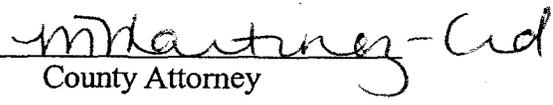
By:   
City Mayor

**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

Miami Gardens Incorporation--parks to be conveyed

Andover Park  
Brentwood Park  
Brentwood Pool  
Buccaneer Park  
Bunche Park & Pool  
Carol City Community Center Park  
Carol Park  
Cloverleaf Park  
Lake Lucerne Park  
Miami Carol City Park  
Myrtle Grove Park & Pool  
North Dade Optimist Club  
Norwood Park  
Rolling Oaks Park  
Scott Park  
Vista Verde Park

Exhibit A

60  
12

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

Folio No. 34-2104-001-0030

### COUNTY DEED

THIS DEED, made this 8<sup>th</sup> day of June 2004<sup>5</sup>, 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 CITY OF MIAMI GARDENS, party of the second part, whose address is, 17801 NW Second Avenue, Miami Gardens, Florida 33169.

#### 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, **Carol City Community Center 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 Number 34-2104-001-0030

Legal Description attached as Exhibit A

The CITY 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 unincorporated residents equal access and use of the park and not discriminate in program registration, pricing and other policies.

The CITY 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 CITY to abide by any of the restrictions listed in (a) through (c), the County shall provide the CITY 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 CITY shall cure the violation. If the violation is of a type that cannot be cured within this time period, the CITY 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 CITY 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.



ATTEST

HARVEY RUVIN, CLERK

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

By: [Signature]  
Deputy Clerk

By: [Signature]  
Mayor

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

The foregoing was authorized and approved by Resolution No. R- 982-04 of the Board of County Commissioners of Miami-Dade County, Florida, on the 27<sup>th</sup> day of July, 2007.

Carol City Community Center Park  
Legal Description

MIAMI GARDENS PB 2-96 PORT OF TRS 4 THRU 9 & 25 THRU 28 & TRS  
66 THRU 70 OF EVERGLADES SUGAR & LAND CO PB 2-75 DESC

Exhibit A



Upon failure of the CITY to abide by any of the restrictions listed in (a) through (c), the County shall provide the CITY 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 CITY shall cure the violation. If the violation is of a type that cannot be cured within this time period, the CITY 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 CITY 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.

Exhibit A

Scott Park Legal Description

Folio 34-2111-007-1251

Scott Park of Scott Lake Manor Section 5, as recorded in Plat Book 65, Page 10, less the portion deeded to North Dade Water Company as recorded in Clerk's File GG-43592

Folio 34-2111-007-1250

See attached

Folio 34-2111-007-1261

The portion of Scott Lake Manor Sec 5, PB 65-10 corresponding to the East 70.85 feet of West 232.85 feet of the North 61.5 feet of the South 833 feet of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 11, Township 52 South, Range 41 East.

Containing 4,356 square feet or .10 acre, more or less by calculation

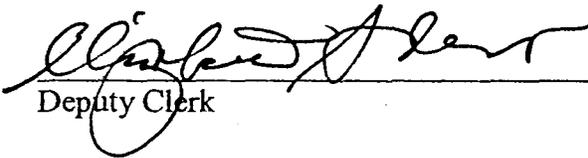
IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.



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-982-04 of the Board of County Commissioners of Miami-Dade County, Florida, on the 27<sup>th</sup> day of JULY, 2004.



# City of Miami Gardens, Florida

1515-200 NW 167<sup>th</sup> Street, Building 5, Miami Gardens, Florida 33169  
Telephone: (305) 622-8000 Fax: (305) 622-8001  
Website: www.miamigardens-fl.gov

December 8, 2006

*Delivered via U.S. mail*

Vivian Donnell Rodriguez, Director  
Miami Dade County Parks & Recreation  
275 NW 2 Street  
Miami, FL 33128

**Re: Interlocal Agreements for Scott Park and Carol City Community Center**

Dear Ms. Donnell Rodriguez:

Per the letter received December 7, 2006, transmitting the interlocal agreement between Miami Dade County and the City of Miami Gardens for the transfer of funds in the amounts of \$74,807 and \$38,207 for Carol City Community Center and Scott Park, respectively, please accept this letter as the City's confirmation that we are satisfied with the agreements as transmitted.

If you should have any questions, please do not hesitate to contact Ms. Antranette Pierre, Special Projects Director at (305) 622-8033.

We look forward to working with you to complete the projects.

Sincerely,

  
Danny O. Crew  
City Manager

- c: Renee Farmers, Assistant City Manager
- Antranette Pierre, Special Projects Director
- Vernita Nelson, Director of Parks & Recreation

- Stanley Gibson*  
Mayor
- Oscar Rayson, II*  
Vice Mayor
- Melvin E. Barton*  
Council Member
- Aaron Campbell, Jr.*  
Council Member
- Sharon Serfchett*  
Council Member
- Barbara Watson*  
Council Member
- Andie Williams*  
Council Member
- Dr. Danny O. Crew*  
City Manager
- Ronetta Taylor, CMC*  
City Clerk