MEMORANDUM Agenda Item No. 11(A)(25)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: June 30, 2009

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Resolution approving Interlocal Agreement with Town of Miami Lakes for conveyance of various local parks

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Natacha Seijas.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: June 30, 2009

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 11(A)(25)

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 Mayor'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**

2

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(25)
6-30-09

RESOLUTION NO. _____

RESOLUTION APPROVING INTERLOCAL AGREEMENT WITH TOWN OF MIAMI LAKES FOR CONVEYANCE OF VARIOUS LOCAL PARKS AND AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME AND TO EXECUTE COUNTY DEEDS FOR SUCH LOCAL PARKS TO TOWN OF MIAMI LAKES

WHEREAS, Miami-Dade County and the Town of Miami Lakes (the "Town") 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 Town,

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 Town in substantially the form attached hereto and made part thereof; and the execution of a County deed(s) for the parks named in Exhibit A to the attached Interlocal Agreement, and authorizes the County Mayor or Mayor's designee to execute same for and on behalf of Miami-Dade County, after approval by the County Attorney's Office.

The Prime Sponsor of the foregoing resolution is Commissioner Natacha Seijas. It 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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 30th day of June, 2009. 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. MR

Monica Rizo

INTERLOCAL AGREEMENT
BETWEEN
MIAMI-DADE COUNTY AND
TOWN OF MIAMI LAKES

This is an Interlocal Agreement between Miami-Dade County, a political subdivision of the State of Florida ("COUNTY") and the Town of Miami Lakes, a municipal corporation of the State of Florida ("TOWN"), entered into this _____ day of _____, 2009 (the "Agreement").

WITNESSETH

WHEREAS, the COUNTY owns local parks that were previously part of the Miami Lakes Special Tax District within the TOWN boundaries, (Exhibit A); and

WHEREAS, the COUNTY ceased funding the Miami Lakes Special Tax District; and

WHEREAS, the COUNTY wishes to convey to the TOWN and the TOWN wishes to receive said local parks ("Parks"), except Miami Lakes West Park (P-74), within the former Miami Lakes Special Tax District, and

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

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

1. **Conveyance of Real Property**

   1.1 The COUNTY shall convey to the TOWN the Parks currently under COUNTY ownership, except Miami Lakes West Park (P-74), listed in the "Miami Lakes Special Tax District Parks Legal Descriptions" attached to and incorporated herein as Exhibit "A". The transfer of the Parks shall be by execution and delivery to the Town of a County Deed(s) in a form approved by the County Attorney.

   1.2 The properties and facilities are conveyed in an as-is condition, and subject to all easements and restrictions of record.

   1.3 Prior to 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, fixtures or equipment to the TOWN.

   1.4 The Town Manager and the County Mayor or Mayor's designee shall mutually agree to the date of the transfer to the TOWN and execution of the conveyance

5

documents, provided further that the transfer of the Parks shall occur no later than 120 days from the date of execution of this Agreement.

1.5 The conveyance from the COUNTY to the TOWN may include the conveyance of County-owned personal property, fixtures and equipment located at or in use at the Parks, which shall be determined solely by the COUNTY during a walk through examination by staff designated by the County Mayor or Mayor's designee and the Town Manager.

1.6 Upon conveyance of the Parks, the COUNTY shall provide the TOWN, at the TOWN's expense, a copy of all permits, plans, and any other documents pertaining to the COUNTY's operation of the Parks that the COUNTY may have in its possession. The COUNTY shall have no obligation, however, to create, recreate, construct, or reconstruct any permit, plan, or any other document (e.g. "as-builts") not in its possession as of the date of conveyance.

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

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

2.1 The Parks shall be used as public parks, and the Parks shall be open to all members of the public.

2.2 The TOWN shall not discriminate against Miami-Dade County residents in program registration, pricing or other policies as they relate to the use of the Parks.

2.3 Except as specifically exempted, Article 7 of the Miami-Dade County Home Rule Charter shall apply to the Parks.

2.4 Should the TOWN violate any of the restrictions or conditions listed in Sections 2.1 through 2.3 and Sections 3.1 through 3.3, the COUNTY shall provide the TOWN 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 TOWN shall cure the violation. If the violation is of a type that cannot be cured within this time period, the TOWN 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 Mayor or Mayor's designee. Failure of the TOWN to cure the violation within the specified time period shall result in the subject Parks automatically reverting to the COUNTY.

3. Further conditions

3.1 By accepting this Agreement, the TOWN agrees that it will make every good faith effort to 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 Any permits and agreements between the COUNTY and non-profit or for-profit organizations within Parks will be terminated upon execution of this Agreement.

4. Indemnification

4.1 Prior to the execution of this agreement, the COUNTY shall provide the TOWN with any known claims, litigation or other proceedings that may be pending regarding the COUNTY's operation of the Parks.

4.2 The COUNTY does hereby agree to indemnify and hold harmless the TOWN to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the COUNTY 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 judgments of portions thereof, which, when totaled with all other occurrences, exceeds the sum of $200,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the COUNTY. However, nothing herein shall be deemed to indemnify the TOWN from any liability or claim arising out of the negligent performance or failure of performance of the TOWN or any unrelated third party. Notwithstanding the foregoing, the COUNTY's indemnification obligations shall be limited to personal injuries and/or property damage claims, liabilities, losses, causes of action or judgments that occurred prior to the date of conveyance.

4.3 The TOWN does hereby agree to indemnify and hold harmless the COUNTY to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the TOWN 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 judgments of portions thereof, which, when totaled with all other occurrences, exceeds the sum of $200,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the TOWN. However, nothing herein shall be deemed to indemnify the COUNTY from any liability or claim arising out of the negligent performance or failure of performance of the COUNTY or any unrelated third party.

4.4 The indemnification provided in Section 4.2 shall additionally include any claims that were filed before the date of conveyance for alleged violations of the Americans with Disabilities Act.

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 Mayor 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 2nd Street, 5th Floor Miami, Florida 33128
TOWN:	TOWN Manager, Town of Miami Lakes 15700 NW 67th Avenue, 3rd Floor Miami Lakes, Florida 33014
Copied to:	Town Attorney c/o Weiss Serota et al 2525 Ponce de Leon Boulevard, Suite 700 Coral Gables, Florida 33134

6. Entire Agreement

The Town 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 TOWN under the Town Charter. The Town Manager and the County Mayor 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.

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

TOWN OF MIAMI LAKES,
a municipal corporation

By: _____
Town Mayor

By: _____
Town Attorney

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

By its Board of County Commissioners:

By: _____
Honorable Carlos Alvarez
County Mayor

ATTEST:
By: _____
Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY BY:

_____
County Attorney

Exhibit A
Miami Lakes Special Tax District Parks
Legal Descriptions

PARCEL NAME	PLAT NAME	PB	PB PG	ID #
LOT "D"	FIRST ADDN TO MIAMI LAKES SEC SIX	85	90	2023-33
LOT 22	MIAMI LAKES-LAKE GLENN ELLEN	113	99	2022-01
LOT 41	MIAMI LAKES-LAKE GLENN ELLEN	113	99	2022-02
P-01	MIAMI LAKES-LOCH LOMOND	76	91	2014-01
P-02	MIAMI LAKES SEC ONE	75	35	2024-01
P-02	MIAMI LAKES-LOCH LOMOND	76	91	2014-02
P-03	MIAMI LAKES SEC ONE	75	35	2024-02
P-03	MIAMI LAKES-LOCH LOMOND	76	91	2014-03
P-04	MIAMI LAKES SEC ONE	75	35	2024-03
P-05	MIAMI LAKES SEC ONE	75	35	2024-04
P-06	MIAMI LAKES SEC ONE	75	35	2024-05
P-07	MIAMI LAKES SEC ONE	75	35	2024-06
P-08	MIAMI LAKES SEC ONE & RIP RIGHTS	75	35	2024-07
P-10	MIAMI LAKES SEC 2	76	70	2024-08
P-11	MIAMI LAKES SEC 2	76	70	2024-09
P-12	MIAMI LAKES SEC 3	78	47	2024-10
P-13	MIAMI LAKES SEC 3	78	47	2024-11
P-14	MIAMI LAKES SEC 3	78	47	2024-12
P-15	MIAMI LAKES SEC 4	79	8	2023-01
P-16	MIAMI LAKES SEC 4	79	8	2023-02
P-17	MIAMI LAKES SEC 4	79	8	2023-03
P-18	MIAMI LAKES SEC 4	79	8	2023-04
P-19	MIAMI LAKES SEC 4	79	8	2023-05
P-20	MIAMI LAKES SEC 4	79	8	2023-35
P-21	MIAMI LAKES SEC 5	79	81	2023-06
P-22	MIAMI LAKES SEC 5	79	81	2023-07
P-23	MIAMI LAKES SEC 5	79	81	2023-08
P-24	MIAMI LAKES SEC 6	81	66	2023-09
P-25	MIAMI LAKES-LOCH LOMOND WEST	91	95	2023-10
P-26	MIAMI LAKES HILDA TOWNHOUSE SECTION	81	72	2023-11
P-27	MIAMI LAKES HILDA TOWNHOUSE SECTION	81	72	2023-12
P-28	MIAMI LAKES SEC 6	84	34	2023-13
P-29	MIAMI LAKES SEC 7	84	34	2023-14
P-30	MIAMI LAKES SEC 7	84	34	2023-15
P-31	MIAMI LAKES SEC 7	84	34	2023-16
P-32	MIAMI LAKES SEC 7	84	34	2023-17
P-33	MIAMI LAKES IND PARK SEC 3	85	62	2024-13
P-34	MIAMI LAKES IND PARK SEC 5	93	96	2024-14
P-35	MIAMI LAKES -LAKE MARTHA SEC	86	76	2023-18
P-36	MIAMI LAKES -LAKE MARTHA SEC	86	76	2023-19
P-37	MIAMI LAKES PARK ADDITIONS	89	73	2023-20
P-38	MIAMI LAKES PARK ADDITIONS & RIP RIGHTS	89	73	2023-21
P-39	MIAMI LAKES PARK ADDITIONS & RIP RIGHTS	89	73	2023-22
P-40	MIAMI LAKES-LOCH LOMOND WEST	91	95	2023-23
P-41	MIAMI LAKES-LOCH LOMOND WEST	91	95	2014-04
P-42	MIAMI LAKES CYPRESS VILLAS SECTION	92	26	2023-24
P-43	MIAMI LAKES CYPRESS VILLAS SECTION	92	26	2023-25
P-44	MIAMI LAKES-LAKE KATHERINE	93	43	2024-15
P-44	MASON-SMITH OF MIAMI LAKES	93	100	2023-26
P-45	MIAMI LAKES KATHARINE VILLAS	93	43	2024-16
P-46	MIAMI LAKES KATHARINE VILLAS	93	43	2024-17
P-47	MIAMI LAKES KATHARINE VILLAS	93	43	2024-18
P-48	MIAMI LAKES-LOCH LOMOND EAST	93	44	2014-05

Exhibit A
Miami Lakes Special Tax District Parks
Legal Descriptions

P-49	MIAMI LAKES-LOCH LOMOND EAST	93	44	2014-06
P-50	MIAMI LAKES LOCH NESS SECTION	93	45	2014-07
P-51	MIAMI LAKES LOCH NESS SECTION	93	45	2014-08
P-52	MIAMI LAKES LOCH NESS SECTION	93	45	2014-09
P-53	MIAMI LAKES LOCH ANDREWS	99	92	2023-27
P-54	MIAMI LAKES IND PARK SEC 6	100	21	2024-19
P-56	MIAMI LAKES WINDMILL GATE SEC	103	41	2013-02
P-57	MIAMI LAKES WINDMILL GATE SEC	103	41	2013-03
P-58	MIAMI LAKES WINDMILL GATE SEC	103	41	2013-04
P-59	MIAMI LAKES EAGLE NEST SEC PT 1	106	14	2024-20
P-60	MIAMI LAKES EAGLE NEST SEC PT 1	106	14	2024-21
P-61	MIAMI LAKES EAGLE NEST SEC PT 2	106	22	2013-05
P-62	MIAMI LAKES LOCH ISLE	110	19	2023-28
P-63	MIAMI LAKES LOCH ISLE	110	19	2023-29
P-64	MIAMI LAKES LOCH ISLE	110	19	2023-30
P-65	MIAMI LAKES LOCH ISLE	110	19	2023-31
P-66	MIAMI LAKES-LAKE GLENN ELLEN	113	99	2022-03
P-67	MIAMI LAKES-LAKE GLENN ELLEN	113	99	2022-04
P-68	MIAMI LAKES-LAKE GLENN ELLEN	113	99	2022-05
P-69	MIAMI LAKES-LAKE SANDRA	115	6	2022-06
P-70	MIAMI LAKES-LAKE SANDRA	115	6	2022-07
P-71	MIAMI LAKES-LAKE SANDRA	115	6	2022-08
P-72	MIAMI LAKES-LAKE SANDRA	115	6	2022-09
P-73	MIAMI LAKES-LAKE SANDRA	115	6	2022-10
P-74	MIAMI LAKES MEADOW WALK	116	13	2014-10
P-75	MIAMI LAKES-LAKE CYNTHIA SECTION ONE	125	29	2022-12
P-76	MIAMI LAKES-LAKE CAROL	127	31	2022-13
P-77	MIAMI LAKES-LAKE CAROL	127	31	2022-14
P-78	MIAMI LAKES-LAKE CAROL REPLT 4	134	41	2022-15
P-79	MIAMI LAKES-LAKE CAROL	127	31	2022-16
P-80	MIAMI LAKES-LAKE CYNTHIA SECTION 2	127	35	2022-17
P-81	MIAMI LAKES-LAKE CYNTHIA SECTION 2	127	35	2022-18
P-82	MIAMI LAKES-LAKE ELIZABETH SECTION ONE	128	71	2022-19
P-83	MIAMI LAKES-LAKE ELIZABETH SECTION 4	134	40	2022-20
TRACT "A"	MIAMI LAKES LOCH ISLE	110	19	2023-32
TRACT "A"	As per BCC RESOLUTION # 10319, NOVEMBER 30,1964	N/A	N/A	2024-22
NOTE	This listing does not include Miami Lakes West Park or various cul-de-sacs and greenways, formerly maintained by the Special Taxing District, but contained within the rights-of-way			

12