Memorandum

MIAMI-DADE COUNTY

Date: July 8, 2010

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

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

From: George M. Burgess
County Manager

Subject: Interlocal Agreement Amendment with the City of Sunny Isles Beach for Pier Park (f/k/a Gilbert Samson Memorial Park)

This item was amended at the June 7, 2010 Recreation, Culture and Tourism Committee to add language in the First Amendment to the Interlocal Agreement between the County and the City of Sunny Isles Beach, Section 2. Parking Spaces, to ensure that the City would not move the 29 parking spaces from Pier Park to the proposed new parking garage, to be located on the west side of AIA a/k/a Collins Avenue, until construction of such parking garage is complete and opened to the public.

Recommendation

It is recommended that the Board approve the attached resolution authorizing the execution of an amendment to the Interlocal Agreement with the City of Sunny Isles Beach for Pier Park (f/k/a Gilbert Samson Memorial Park).

Scope

Pier Park is located at 16501 Collins Avenue, Sunny Isles Beach, FL, in Miami-Dade County Commission District 4. This amendment will allow the City to transfer its obligation to keep a minimum of 29 parking spaces in the park for public beach access to a parking garage across Collins Avenue from the park.

Fiscal Impact/Funding Source

This amendment will not create any financial impact to Miami-Dade County.

Track Record/Monitor

The County has entered into agreements with the City of Sunny Isles Beach in the past. The Planning and Research Division of the Miami-Dade County Park and Recreation Department will process the amendment document for execution and recording.

Background

Pier Park, formerly known as Gilbert Samson Memorial Park, was transferred to the City of Sunny Isles Beach in 1999 by means of an Interlocal Agreement (Exhibit A-1) and County Deed (Exhibit A-2) which required that a minimum of 29 parking spaces be maintained in the park for public beach access. The City desires to replace the pavement in the park with green space. Therefore, it has requested that the parking requirement be modified, to provide the required public beach access spaces in a public parking garage to be constructed across Collins Avenue (State Road A-1-A) from the park.

Similar examples of public beach access and parking areas exist on private properties in Sunny Isles Beach. These include parking lots as near as the Epicure Market at 17190 Collins Avenue; 192nd Street and Collins Avenue; and underneath the William Lehman Causeway.

Alex Muñoz,
Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: July 8, 2010

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

SUBJECT: Agenda Item No. 8(M)(1)(B)

Please note any items checked.

_____ "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

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ No committee review

_____ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve

_____ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(M)(1)(B)
7-8-10

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE APPROVAL OF AN AMENDMENT TO THE INTERLOCAL AGREEMENT WITH THE CITY OF SUNNY ISLES BEACH FOR PIER PARK

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

WHEREAS, the County transferred Pier Park, formerly known as Gilbert Samson Memorial Park, to the City of Sunny Isles Beach in 1999 with an Interlocal Agreement; and

WHEREAS, the Interlocal Agreement requires that the City maintain a parking lot in the park with a minimum of 29 parking spaces; and

WHEREAS, the City has requested an amendment to the agreement so that the parking requirement be transferred to a parking garage across Collins Avenue from the park,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves execution an amendment to the Interlocal Agreement with the City of Sunny Isles Beach for Pier Park in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor to take appropriate actions to accomplish same, and authorizes the County Mayor to execute the amendment, same for and on behalf of Miami-Dade County, upon 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:

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 8th day of July, 2010. 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.

Martin Sybblis

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF SUNNY ISLES BEACH

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT is made and entered into this __day of _____ 2010, by and between **MIAMI-DADE COUNTY, FLORIDA,** a political subdivision of the State of Florida (hereinafter referred to as "County") and the **CITY OF SUNNY ISLES BEACH, FLORIDA,** a municipal corporation of the State of Florida, (hereinafter referred to as "City").

WHEREAS, the County and City entered into an Interlocal Agreement dated as of December 27, 1999 (the "Interlocal Agreement"), upon the transfer of ownership of Pier Park to the City, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, pursuant to Section 10 of the Interlocal Agreement, the Interlocal Agreement may be otherwise amended in writing as mutually agreed to by the City Manager and County Manager; and

WHEREAS, the County and City now desire to amend the Interlocal Agreement and certain related provisions, so that the parking requirement be moved from Pier Park (formerly known as Gilbert Samson Memorial Park) to the proposed new parking garage to be located on the west side of A1A a/k/a Collins Avenue; and

NOW THEREFORE, in consideration of the foregoing and for the mutual covenants, representations and warranties and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals:** The matters contained in the foregoing recitals are incorporated into the body of this First Amendment by reference as if fully set forth herein.

2. **Parking Spaces.** Section 5 of the Interlocal Agreement is hereby amended to provide that, after the completion of construction and the opening of the parking garage located on the west side of AIA a/k/a Collins Avenue (the "New Parking Garage") to the public, the City shall have the authority to move the twenty nine (29) parking spaces from Pier Park to the proposed New Parking Garage. Additionally, the parties agree that the parking spaces in the New Parking Garage shall be open to the general public and that there shall be signage advising the general public of the public beach parking. Finally, the parties agree that the parking may be metered parking or some other mutually agreeable form of fee based parking including, but not limited to, valet parking or parking attendants. The Pier Park shall be maintained by the City as a park/open space area upon the relocation of the twenty nine (29) parking spaces from Pier Park to the proposed New Parking Garage.

3. **Ratification and Conflicts**. Except as amended hereby, the Interlocal Agreement remains in full force and effect. All terms, covenants, and conditions of the Interlocal Agreement not expressly modified herein are hereby confirmed and ratified and remain in full force and effect, and, as further amended hereby, constitute valid and binding obligations of the City and County enforceable according to the terms thereof. In the event there is a conflict between the terms and provisions of this First Amendment and the Interlocal Agreement, the terms and provisions of this First Amendment shall control.

4. **Counterparts.** This First Amendment may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the date mentioned above.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____
County Attorney

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

_____
County Manager

ATTEST:
Harvey Ruvin, Clerk

_____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____
City Attorney

CITY OF SUNNY ISLES BEACH,
a political subdivision of the State of Florida

_____
City Manager

ATTEST:
Jane A. Hines, CMC, Clerk

_____
City Clerk

Exhibit A-1

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

INTERLOCAL AGREEMENT

This is an Interlocal Agreement between Miami-Dade County, a political subdivision of the State of Florida (the "County"), and the City of Sunny Isles Beach, a municipal corporation of the State of Florida (the "City"), entered into this 27th day of December 1999 (the or his "Agreement").

WITNESSETH

WHEREAS, a charter for the City was approved by the citizens of the City on June 16, 1997, and the City Commission was sworn into office on August 7, 1997; and

WHEREAS, an Interlocal Agreement between the County and the City governing the provision of municipal services to the City was adopted by the Board of County Commissioners and City Commission on November 4, 1997; and

WHEREAS, the County contemporaneously with this Agreement authorizes, through County Deed attached hereto and incorporated herein as Exhibit "A", the transfer of Gilbert Samson Memorial Park to the City; and

WHEREAS, the County Deed requires that the City comply with certain restrictions with respect to the maintenance and operation of Gilbert Samson Memorial Park; and

WHEREAS, the County wishes to transfer certain additional maintenance and service responsibilities related to Gilbert Samson Memorial Park and the adjoining beachfront area to the City; and

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED THE COUNTY AND THE CITY DO HEREBY AGREE TO THE FOLLOWING:

1. Recitals. The recitals set forth above are incorporated herein by reference.

2. Transfer of Gilbert Samson Memorial Park. The County hereby agrees that effective December 1, 1999, it shall transfer, convey, and assign to the City by County-Deed, the County's right, title and interest in that certain park known as "Gilbert Samson Memorial Park," (the "Park") located at the easterly extension of Sunny Isles Ocean Beach Boulevard (N.E. 167 Street) as delineated upon that certain plat recorded in Plat Book 50 at page 76 of the Public Records of Dade County, Florida, eastward of the pavement of State Road A-1-A to the mean high water line of the Atlantic Ocean. The City, at its sole discretion may rename the Park

3. Lifeguard Station and Services. The City agrees to provide at its sole expense for the duration of this Agreement lifeguard services for beach and park patrons within the City Limits in the same manner and at the same level as presently provided by the County from the County owned lifeguard station identified as the 163rd Street lifeguard station (the "Station") located due east of Gilbert Samson Memorial Park. The City shall ensure that its lifeguard services are in compliance with all County, State, and Federal regulations.

a.) The County agrees to transfer the maintenance and operation of Station to the City for no additional consideration, and provided, however, the City reserves the right to relocate said station to an alternative location on the beach within the City limits.

The City agrees to maintain the Station in the same or better condition as it presently exists, and agrees to maintain the Station in a condition that complies with all County, State, and Federal regulations.

4. Agreement with Holiday Inn at Pier Resort. The City agrees to abide by the terms and conditions of the County's April 15, 1993 agreement with the Holiday Inn Newport Pier Resort, incorporated by reference and attached hereto as Exhibit "B."

5. Parking Spaces. The City agrees to maintain and provide for the duration of this Agreement no fewer than twenty-nine (29) parking spaces at Gilbert Samson Memorial Park.

6. Turtle Program. The County agrees to continue operation of the Turtle Program in compliance with all State Department of Environmental Protection permits.

7. Beach Maintenance. The County agrees to continue maintenance of the beach area seaward of the erosion control line due east of the Park in compliance with all applicable local, state, and federal requirements.

8. Indemnification. The City shall indemnify and save harmless the County from any and all claims, liability, losses, and causes of action which may arise out of the actions of the City, its employees, agents, officers. and assigns, arising of this Agreement to the extent allowable by law. The City, directly or through its insurance carrier, shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

The County shall also indemnify and save harmless the City from any and all claims, liability, losses and causes of action which may arise out of actions of the County in fulfillment of this Agreement to the extent allowable by law. The County shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits, in the name of the City when applicable, and shall pay all costs and judgments which may issue thereon.

9. Notices. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, hand delivered or overnight delivery addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice);

If to the County	County Manager Miami-Dade County Stephen P. Clark Center 111 N.W. First Street, Suite 2910 Miami, Florida 33128
With a copy to:	Robert A. Ginsburg County Attorney Miami-Dade County Stephen P. Clark Center 111 N.W. First Street, Suite 2810 Miami, Florida 33128
If to the City:	Jack Neustadt City Manager City of Sunny Isles Beach 17070 Collins Avenue Sunny Isles Beach, Florida 33160
With a copy to:	Lynn M. Dannheisser City Attorney City of Sunny Isles Beach 17070 Collins Avenue Sunny Isles Beach, Florida 33160

Unless otherwise required by law, any notice sent hereunder shall (subject to proof of receipt or refusal of same) be deemed to have been delivered on the same day if hand-delivered, on the next business day if sent by overnight courier or on the day of receipt of refusal, if sent by the certified or registered mail.

10. Amendments. This Agreement may be modified only by an agreement in writing, signed and sealed by the Manager of the City and the County Manager of Miami-Dade County.

11. Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, then same shall be deemed severable, and in this Agreement, shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Assistant County Attorney

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

County Manager

ATTEST:
Harvey Ruvin, Clerk

Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

City Attorney

CITY OF SUNNY ISLES BEACH,
a political subdivision of the State of Florida

City Manager

ATTEST:
Richard Brown-Morilla, City Clerk

Richard Brown-Morilla

The City of Sunny Isles Beach 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) keep the park open to all Miami-Dade County residents, d) allow Unincorporated area residents equal access and use of the park and not discriminate in program registration, pricing, and other policies, e) operate the park in a manner equal to or superior to the manner in which parks are operated by the Miami-Dade County Park and Recreation Department. Failure of the City of Sunny Isles Beach to comply with all of the terms of this paragraph, after thirty days (30) written notice to correct violation, 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.

This is a duplicate deed of that attached hereto as Exhibit A, dated December 27, 1999 and tendered on February 7, 2000.

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