MEMORANDUM

Agenda Item No. 8(K)(2)

TO:	Honorable Chairman Jean Monestime and Members, Board of County Commissioners	**DATE:**	May 17, 2016
FROM:	Abigail Price-Williams County Attorney	**SUBJECT:**	Resolution approving terms of and authorizing the County Mayor to execute an Interlocal Cooperation Agreement between the City of Florida City and Miami-Dade County to ensure the timely waiver and/or release and satisfaction of municipal liens recorded against certain County-owned properties located in Florida City and designated for development through the County's Infill Housing Initiative Program; and to exercise amendment and termination provisions and to take all actions necessary to effectuate same

The accompanying resolution was prepared by the Public Housing and Community Development Department and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.

Abigail Price-Williams
County Attorney

APW/lmp

/

Memorandum

MIAMI-DADE COUNTY

Date: May 17, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Approving Terms and Authorizing the Execution of an Interlocal Cooperation Agreement between the City of Florida City and Miami-Dade County to Waive and/or Release Municipal Liens Recorded on Infill Housing Properties

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Recommendation

It is recommended that the Board of County Commissioners (Board) approve terms and authorize the execution of an Interlocal Cooperation Agreement (Agreement) between the City of Florida City (Florida City) and Miami-Dade County (County). Florida City agrees to waive and/or release municipal liens recorded on those County-owned properties located in Florida City (Infill Properties), which are designated for development through the County's Infill Housing Initiative Program (Infill Program). It is further recommended that the Board authorize the County Mayor or the County Mayor's designee to exercise the amendment and termination provisions contained in the Agreement, and to take all necessary action to effectuate the same.

Scope

Florida City falls within the boundaries of District 9, represented by Commissioner Dennis C. Moss.

Fiscal Impact/Funding Source

The County, through the Internal Services Department, is responsible for recurring maintenance costs associated with the Infill Properties, which amounts to approximately $3,010.00 annually, per acre. The funds used to maintain the Infill Properties are paid from the Internal Services Department's Capital Outlay Reserve Fund. Additionally, the County may pay approximately $29.00 in recording fees for each release of lien recorded for each property.

Track Record/Monitor

Jorge R. Cibran AIA, Director of Facilities and Development for the Public Housing and Community Development Department (Department), will be responsible for monitoring this Agreement.

Background

The purpose of the Infill Program is to increase the availability of affordable homes for very-low, low- and moderate-income persons (Qualified Households); to maintain a stock of affordable housing; redevelop urban neighborhoods by eliminating the blight of vacant lots and dilapidated or abandoned properties; and equitably distribute homeownership opportunities within certain infill target areas, as defined in the County Code, and, in so doing, generate payment of ad valorem taxes. Through the Infill Program, developers build single-family homes to be sold to qualified households. The Infill Program further encourages the redevelopment of vacant, dilapidated, or abandoned property through the sale or transfer of County property to qualified developers, and the inclusion of privately-owned vacant, dilapidated, or abandoned properties. Oftentimes, these Infill Properties have both County and

municipal liens and/or citations, that encumber them and must be addressed prior to the sale of a home to a qualified household.

On November 5, 2014, the Board adopted Resolution No. R-1004-14, which urged municipalities, including the City of Miami, City of North Miami, City of Opa-locka, City of Homestead, City of Florida City, and City of Miami Gardens, to waive and/or release and satisfy their municipal liens, which have been recorded in the public record against the Infill Properties. Resolution No. R-1004-14 also directed the County Mayor or County Mayor's designee to negotiate Interlocal Agreements with each of the aforementioned municipalities, which would ensure the timely waiver and/or release and satisfaction of municipal liens recorded in the public record against such Infill Properties.

During the past year, the Department conducted negotiation meetings, emailed correspondences, and initiated phone conversations with the other five (5) municipalities listed above, urging them to enter into Interlocal Agreements. To date, only Florida City has committed to this effort. The Florida City Board of Commissioners adopted Resolution No. 16-05, which is attached to the resolution as Attachment B, authorizing the City Mayor to execute the Agreement on behalf of Florida City. Over the next three (3) months, the Department plans to continue reaching out to the municipalities and to bring those Interlocal Agreements that are successfully negotiated to the Board.

Pursuant to Section 17-126 of the Code, the County Mayor is authorized to release or satisfy any County lien and/or citation placed on publicly or privately-owned property if the property has been approved by the County Mayor for the Infill Program. Such County liens include, but are not limited to, the following liens: civil restitution, code enforcement, demolition, hospital, judgment, lot clearing, minimum housing standards, mortgage, nuisance abatement, public defender, storm water utility, waste, water and sewer, and welfare liens. However, there is no similar provision for the waiver and/or release and satisfaction of municipal liens recorded by municipalities, where some of the Infill Program properties are located. As a result of these liens, the County and the qualified Infill Program Developers are either delayed or prevented from accomplishing the goals of the Infill Program. Therefore, it is recommended that the Board approve the terms of the Agreement and its execution.

Attachment

Russell Benford, Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: May 17, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(K)(2)

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**

_____ **Statement of social equity required**

_____ **Ordinance creating a new board requires detailed County Mayor'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(K)(2)
5-17-16

RESOLUTION NO. _____

RESOLUTION APPROVING TERMS OF AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF FLORIDA CITY AND MIAMI-DADE COUNTY TO ENSURE THE TIMELY WAIVER AND/OR RELEASE AND SATISFACTION OF MUNICIPAL LIENS RECORDED AGAINST CERTAIN COUNTY-OWNED PROPERTIES LOCATED IN FLORIDA CITY AND DESIGNATED FOR DEVELOPMENT THROUGH THE COUNTY'S INFILL HOUSING INITIATIVE PROGRAM; AND TO EXERCISE AMENDMENT AND TERMINATION PROVISIONS AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

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:

Section 1. This Board incorporates and approves the foregoing recitals.

Section 2. This Board approves the terms of and authorizes the County Mayor or the County Mayor's designee on behalf of Miami-Dade County to execute the Interlocal Cooperation Agreement with the City of Florida City, in substantially the form attached hereto as Attachment "A," and incorporated by reference, to ensure the timely waiver and/or release and satisfaction of municipal liens recorded against certain County-owned property located in Florida City and designated for development through the County's Infill Housing Initiative Program. The County Mayor or the County Mayor's designee is further authorized to exercise amendment and termination provisions, and to take all necessary action to effectuate same.

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:

Jean Monestime, Chairman
Esteban L. Bovo, Jr., Vice Chairman

Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of May, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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.

Terrence A. Smith

INTERLOCAL COOPERATION AGREEMENT

BETWEEN MIAMI-DADE COUNTY AND

CITY OF FLORIDA CITY

FOR WAIVER OR SATISFACTION OF MUNICIPAL LIENS ASSOCIATED WITH

MIAMI-DADE COUNTY'S INFILL HOUSING INITIATIVE PROGRAM

This Interlocal Cooperation Agreement (the "Agreement") is entered into on this _____day of _____, 2016, between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (the "County"), and **CITY OF FLORIDA CITY**, a body politic and corporate (the "City"). The parties are hereafter collectively referred to as "the Parties."

RECITALS

WHEREAS, the Miami-Dade Board of County Commissioners created the Miami-Dade County Infill Housing Initiative Program (the "Infill Housing Program") pursuant to Ordinance No. 01-47, as amended and codified in Chapter 17, Article VII of the Code of Miami-Dade County ("Code"); and

WHEREAS, the purpose of the Infill Housing Program is to increase the availability of affordable homes for low and moderate income persons, maintaining a stock of affordable housing, redeveloping urban neighborhoods by eliminating the blight of vacant lots and dilapidated or abandoned properties, equitably distributing homeownership opportunities within certain infill target areas, as defined in the Code, and generating payment of ad valorem taxes; and

WHEREAS, the Infill Housing Program further encourages the redevelopment of vacant, dilapidated or abandoned property through the sale or transfer of County property to qualified developers and the inclusion of privately owned vacant, dilapidated or abandoned properties; and

WHEREAS, through the Infill Housing Program, developers build single family homes to be sold to low and moderate income persons; and

WHEREAS, oftentimes these properties have both County and municipal liens which encumber them and which must be resolved prior to the sale of a home to a low and moderate income person; and

WHEREAS, pursuant to Section 17-26 of the Code, the County Mayor is authorized to release or satisfy any County lien that is placed on a publicly or privately owned property if the property has been approved by the County Mayor for the Infill Housing Program and the private owner records in the public records a declaration of restrictive covenants in a form approved by the County; and

WHEREAS, such County liens include, but are not limited to, civil restitution liens; code enforcement liens; demolition liens; hospital liens; judgment liens; lot clearing liens; minimum housing standard liens; mortgage liens; nuisance abatement liens; public defender liens; storm water utility liens; waste liens; water and sewer liens; and welfare liens; and

WHEREAS, there is no similar provision for the waiver and/or release and satisfaction of municipal liens recorded by the City against properties in the Infill Housing Program that are located within the City's limits; and

WHEREAS, the County Commission adopted Resolution No. R-_____ and the City of Florida City Commission (the "City Commission") adopted Resolution No. _____, which respectively authorized the execution of this Agreement, and

WHEREAS, the parties mutually believe that the release or satisfaction of City liens which encumber the Infill Housing Program properties will serve the best interest of the residents of Miami-Dade County, including those residing within the City's limits,

NOW, THEREFORE, the County and the City in consideration of the foregoing premises and for the mutual covenants and benefits set out in this Agreement, and all other good and valuable consideration, receipt of which is acknowledged by this Agreement, agree as follows:

1. **Representations.**

(a) The County represents the following:

1. The County is a political subdivision of the State of Florida and as such, it has all necessary power to create and administer the Infill Housing Program and to carry out its obligations under this Agreement. The County further represents that its obligations under this Agreement are valid and enforceable in accordance with its terms.

2. The County has been duly authorized by the Miami-Dade Board of County Commissioners to execute and deliver this Agreement. The County further represents that its obligations under this Agreement are valid and enforceable in accordance with their terms.

3. There is no litigation pending or, to the knowledge of the County, threatened with respect to the future development of the properties through the County's Infill Housing Program that will affect the performance by the County of its obligations under this Agreement.

4. The County is the sole owner of the properties identified in Exhibit A, as may be amended by the parties from time to time, and that such properties have been identified by the County for development of affordable housing through the County's Infill Housing Program.

5. The execution and delivery of this Agreement by the County do not constitute a violation of applicable laws or regulations or a breach of or default under any other agreement to which the County is a party or an event that, with the passage of time would become a breach of or default under any such agreement.

6. All consents, waivers, approvals, and other governmental actions required to be taken in order for the County to enter into and fully comply with this Agreement have been received or obtained by the County.

(a) The City represents the following:

1. The City is a body politic and corporate under the laws of the State of Florida. The City possesses all necessary power to enter into the transactions contemplated by this Agreement and to carry out its obligations under this Agreement.

2. The City has been duly authorized by the City Commission to execute and deliver this Agreement. The City further represents that its obligations under this Agreement are valid and enforceable in accordance with their terms.

3. The execution and delivery of this Agreement by the City do not constitute a violation of applicable law or regulations or a breach of or default under any other agreement to which the City is a party or an event that, with the passage of time would become a breach of or default under any such agreement.

4. All consents, waivers, approvals and other governmental actions required to be taken in order for the City to enter into and fully comply with this Agreement have been received or obtained by the City.

(b) The County and the City agree that the preceding recitations and representations are true and correct and are incorporated into and made a part of this Agreement.

2. **Purposes of this Agreement.**

The purpose of this Agreement is to ensure the expeditious removal of all impediments that prevent the County and affordable housing developers from constructing and selling affordable homes to low and moderate income persons through the County's Infill Housing Program, including but not limited to the release or satisfaction of any municipal liens that may encumber the properties identified in Exhibit A, as may be amended by the parties from time to time.

3. **Responsibilities of the Parties**

(a) The County shall be responsible for the following:

1. To periodically circulate Infill Housing Program parcels to the City's Department of Community Development and the City's Community Redevelopment Agency, located at 404 West Palm Drive, Florida City, Florida 33034 with the County's list of escheated infill properties. Notice may be dispatched by email to mayor@floridacityfl.gov, craexdir@floridacityfl.gov, and com-dev@floridacityfl.gov.

2. To record in the Public Records of Miami-Dade County, Florida releases of liens or other appropriate documents required of the City by the County. The City will provide an executed Release of Liens to be recorded by the County or County's designee.

3. To notify the City when the County determines that a property previously designated for use as affordable housing through the Infill Housing Program is removed from the County's inventory of affordable housing list.

(b) The City shall be responsible for the following:

1. To provide the County's housing department, Miami-Dade Public Housing and Community Development Department (the "PHCD"), completed and executed releases of liens or other appropriate documents ready to be recorded in the Public Records of Miami-Dade County, Florida. The City shall provide such documents PHCD's Infill Housing Program Administrator, 701 NW 1st Court, 16th Floor, Miami, Florida 33136.

2. To "flag" Infill Housing Program properties to allow the City's Building Department to issue building permits on such properties that have City liens.

3. To timely advise the County of any lien waiver request that cannot be granted by the City and reasons why. Examples of this type of lien is a utility lien where the City is prohibited by bond covenant from such waiver or where the City/CRA may have entered into a negotiated settlement with a third party who would be adversely effected by the waiver.

4. **Dispute Resolution.**

The City and the County agree that they, through their duly authorized representatives, will meet and work toward a mutually satisfactory resolution of any dispute arising under this Agreement. Should the Parties fail to resolve such matter(s), either Party may seek legal recourse in accordance with Florida law.

5. **Effective Date.**

This Agreement shall become effective on the date hereof.

6. **Counterparts.**

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

7. **Severability.**

The provisions of this Agreement are independent of and separable from each other and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part, except to the extent that such invalidity or unenforceability causes the Agreement to fail of its essential purpose, in which case either party shall have the right to terminate the Agreement upon written notice to the other.

8. **Amendment of Agreement.**

This Agreement may only be amended by mutual agreement of the City and the County expressed in writing and executed and delivered by each.

9. **Format.**

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

10. **Notices.**

All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and received when delivered personally or by courier service or upon actual receipt of registered or certified mail, addressed as set forth below:

(a) To the City: Otis T. Wallace, Mayor
404 West Palm Drive
Florida City, Florida 33034
mayor@floridacityfl.gov

(b) To County: Michael Liu, Director
Miami-Dade Public Housing and Community Development Dept.
701 NW 1st Court, 16th Floor
Miami, Florida 33136
mliu88@miamidade.gov

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Either party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph.

11. **No Third Party Beneficiaries to this Agreement.**

Nothing in this Agreement, express or implied, is intended to (a) confer upon any entity or person other than the parties and their successors or assigns any rights or remedies under or by reason of the Agreement as a third party beneficiary or otherwise, except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

12. **Entire Agreement.**

This Agreement, including the exhibits to this Agreement, contain the sole and entire agreement between the Parties with respect to their subject matter and supersede any and all other prior written or oral agreements between them with respect to such subject matter.

13. **Binding Effect.**

This Agreement shall be binding upon the Parties and their respective representatives, successors and assigns.

14. **Waiver.**

Waiver by either party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

15. **Captions.**

The captions contained in this Agreement are inserted only as a matter of convenience or reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions.

16. **Other Documents.**

The City and the County will take all such actions and execute all such documents which may be reasonably necessary to carry out the purposes of this Agreement, whether or not specifically provided for herein; provided that the City and the County acknowledge that certain additional actions by the City or the County may require approval by their respective Boards, and, to the extent such approval is required by applicable law, obtaining such approval shall be a condition to their obligations hereunder.

17. **Governing Law.**

This Agreement and the interpretation of its terms shall be governed by the laws of the State of Florida, without application of conflicts of law principles. Venue for any judicial, administrative or other action to enforce or construe any term of this Agreement or arising from or related to this Agreement shall lie exclusively in Miami-Dade County, Florida.

18. **Time of the Essence.**

Time is of the essence with respect to the performance of each of the covenants and obligations contained in this Agreement.

19. **Termination by Either Party.**

Both parties agree that this Agreement may be terminated by either party hereto by written notice to the other party of such intent to terminate at least ninety (90) days prior to the effective date of such termination or as determined by law. The County Mayor or the County Mayor's designee is authorized to terminate this Agreement on behalf of the County and the Mayor of Florida City or his designee is authorized to terminate the agreement on behalf of the City.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement, the **CITY OF FLORIDA CITY** signing by and through its mayor, Otis T. Wallace, and **MIAMI-DADE COUNTY, FLORIDA**, signing by and through the Mayor or Mayor's designee, each duly authorized to execute same.

ATTEST:

Jennifer A. Evelyn

_____
Clerk

City of Florida City

_____
Otis T. Wallace, Mayor

Approved by County Attorney as
To form and legal sufficiency

_____
Jeffrey Cazeau, City Attorney

ATTEST:

HARVEY RUVIN,
CLERK OF SAID BOARD

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

_____
Deputy Clerk

_____
Carlos A. Gimenez, Mayor

Approved by County Attorney as
to form and legal sufficiency

_____
Terrence A. Smith, Assistant County Attorney

The foregoing was authorized and approved by Resolution No. R-_____of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, A.D. 2016.

Exhibit A
List of Properties

CITY OF FLORIDA CITY
RESOLUTION NUMBER - 16-04

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF FLORIDA CITY, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY RELATED TO THE WAIVER OF CODE ENFORCEMENT AND OTHER LIENS ON PARCELS DESIGNATED FOR AFFORDABLE HOUSING; PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the Miami-Dade Board of County Commissioners created the Miami-Dade County Infill Housing Initiative Program (the "Infill Housing Program") pursuant to Ordinance No. 01-47, as amended and codified in Chapter 17, Article VII of the Code of Miami-Dade County ("Code"); and

WHEREAS, the purpose of the Infill Housing Program is to increase the availability of affordable homes for low and moderate income persons, maintaining a stock of affordable housing, redeveloping urban neighborhoods by eliminating the blight of vacant lots and dilapidated or abandoned properties, equitably distributing homeownership opportunities within certain infill target areas, as defined in the Code, and generating payment of ad valorem taxes; and

WHEREAS, the Infill Housing Program further encourages the redevelopment of vacant, dilapidated or abandoned property through the sale or transfer of County property to qualified developers and the inclusion of privately owned vacant, dilapidated or abandoned properties; and

WHEREAS, through the Infill Housing Program, developers build single family homes to be sold to low and moderate income persons; and

WHEREAS, oftentimes these properties have both County and municipal liens which encumber them and which must be resolved prior to the sale of a home to a low and moderate income person; and

WHEREAS, pursuant to Section 17-126 of the Code, the County Mayor is authorized to release or satisfy any County lien that is placed on a publicly or privately owned property if the property has been approved by the County Mayor for the Infill Housing Program and the private owner records in the public records a declaration of restrictive covenants in a form approved by the County; and

WHEREAS, such County liens include, but are not limited to, civil restitution liens; code enforcement liens; demolition liens; hospital liens; judgment liens; lot clearing liens; minimum

housing standard liens; mortgage liens; nuisance abatement liens; public defender liens; stormwater utility liens; waste liens; water and sewer liens; and welfare liens; and

WHEREAS, there is no similar provision for the waiver and/or release and satisfaction of municipal liens recorded by the City against properties in the Infill Housing Program that are located within the City's limits; and

WHEREAS, the parties mutually believe that the release or satisfaction of City liens which encumber the Infill Housing Program properties will serve the best interest of the residents of Miami-Dade County, including those residing within the City's limits; and

WHEREAS, the Mayor and City Commission of the City of Florida City hereby find and determine that it is in the best interest of the City to adopt this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF FLORIDA CITY, FLORIDA, AS FOLLOWS:

Section 1. That each of the above-stated recitals are hereby adopted and confirmed.

Section 2. That the Mayor is authorized to execute the attached Interlocal Agreement with Miami-Dade County related to the waiver of City and CRA liens on properties to be conveyed by the County to third parties for the purpose of affordable housing.

Section 3. That the Mayor and Executive Director of the CRA are hereby authorized to take any and all action that is necessary to implement the purposes of this Resolution.

Section 4. That this Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS 27th day of January***** , 2016.

OTIS T WALLACE, MAYOR

ATTEST:

JENNIFER A. EVELYN, CITY CLERK

RESOLUTION NO: 16-04

Approved as to form and legal sufficiency:

JEFF CAZEAU, CITY ATTORNEY

Offered By: Mayor

Motion to adopt by Comm. Berry seconded by Vice Mayor Butler

FINAL VOTE AT ADOPTION

Mayor Otis T. Wallace	Yes
Vice Mayor Sharon Butler	Yes
Commissioner Eugene D. Berry	Yes
Commissioner Avis Brown	Yes
Commissioner R.S. Shiver	Absent

INTERLOCAL COOPERATION AGREEMENT

BETWEEN MIAMI-DADE COUNTY AND

CITY OF FLORIDA CITY

FOR WAIVER OR SATISFACTION OF MUNICIPAL LIENS ASSOCIATED WITH

MIAMI-DADE COUNTY'S INFILL HOUSING INITIATIVE PROGRAM

This Interlocal Cooperation Agreement (the "Agreement") is entered into on this _____day of _____, 2015, between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (the "County"), and **CITY OF FLORIDA CITY**, a body politic and corporate (the "City"). The parties are hereafter collectively referred to as "the Parties."

RECITALS

WHEREAS, the Miami-Dade Board of County Commissioners created the Miami-Dade County Infill Housing Initiative Program (the "Infill Housing Program") pursuant to Ordinance No. 01-47, as amended and codified in Chapter 17, Article VII of the Code of Miami-Dade County ("Code"); and

WHEREAS, the purpose of the Infill Housing Program is to increase the availability of affordable homes for low and moderate income persons, maintaining a stock of affordable housing, redeveloping urban neighborhoods by eliminating the blight of vacant lots and dilapidated or abandoned properties, equitably distributing homeownership opportunities within certain infill target areas, as defined in the Code, and generating payment of ad valorem taxes; and

WHEREAS, the Infill Housing Program further encourages the redevelopment of vacant, dilapidated or abandoned property through the sale or transfer of County property to qualified developers and the inclusion of privately owned vacant, dilapidated or abandoned properties; and

WHEREAS, through the Infill Housing Program, developers build single family homes to be sold to low and moderate income persons; and

WHEREAS, oftentimes these properties have both County and municipal liens which encumber them and which must be resolved prior to the sale of a home to a low and moderate income person; and

WHEREAS, pursuant to Section 17-26 of the Code, the County Mayor is authorized to release or satisfy any County lien that is placed on a publicly or privately owned property if the property has been approved by the County Mayor for the Infill Housing Program and the private owner records in the public records a declaration of restrictive covenants in a form approved by the County; and

WHEREAS, such County liens include, but are not limited to, civil restitution liens; code enforcement liens; demolition liens; hospital liens; judgment liens; lot clearing liens; minimum housing standard liens; mortgage liens; nuisance abatement liens; public defender liens; stormwater utility liens; waste liens; water and sewer liens; and welfare liens; and

WHEREAS, there is no similar provision for the waiver and/or release and satisfaction of municipal liens recorded by the City against properties in the Infill Housing Program that are located within the City's limits;

WHEREAS, the County Commission adopted Resolution No. R-_____-15 and the City of Miami Commission (the "City Commission") adopted Resolution No. _____, which respectively authorized the execution of this Agreement, and

WHEREAS, the parties mutually believe that the release or satisfaction of City liens which encumber the Infill Housing Program properties will serve the best interest of the residents of Miami-Dade County, including those residing within the City's limits,

NOW, THEREFORE, the County and the City in consideration of the foregoing premises and for the mutual covenants and benefits set out in this Agreement, and all other good and valuable consideration, receipt of which is acknowledged by this Agreement, agree as follows:

1. **Representations.**

(a) The County represents the following:

1. The County is a political subdivision of the State of Florida and as such, it has all necessary power to create and administer the Infill Housing Program and to carry out its obligations under this Agreement. The County further represents that its obligations under this Agreement are valid and enforceable in accordance with its terms.

2. The County has been duly authorized by the Miami-Dade Board of County Commissioners to execute and deliver this Agreement. The County further represents that its obligations under this Agreement are valid and enforceable in accordance with their terms.

3. There is no litigation pending or, to the knowledge of the County, threatened with respect to the future development of the properties through the County's Infill Housing Program that will affect the performance by the County of its obligations under this Agreement.

4. The County is the sole owner of the properties identified in Exhibit A, as may be amended by the parties from time to time, and that such properties have been identified by the County for development of affordable housing through the County's Infill Housing Program.

5. The execution and delivery of this Agreement by the County do not constitute a violation of applicable laws or regulations or a breach of or default under any other agreement to which the County is a party or an event that, with the passage of time would become a breach of or default under any such agreement.

6. All consents, waivers, approvals, and other governmental actions required to be taken in order for the County to enter into and fully comply with this Agreement have been received or obtained by the County.

(a) The City represents the following:

1. The City is a body politic and corporate under the laws of the State of Florida. The City possesses all necessary power to enter into the transactions contemplated by this Agreement and to carry out its obligations under this Agreement.

2. The City has been duly authorized by the City Commission to execute and deliver this Agreement. The City further represents that its obligations under this Agreement are valid and enforceable in accordance with their terms.

3. The execution and delivery of this Agreement by the City do not constitute a violation of applicable law or regulations or a breach of or default under any other agreement to which the City is a party or an event that, with the passage of time would become a breach of or default under any such agreement.

4. All consents, waivers, approvals and other governmental actions required to be taken in order for the City to enter into and fully comply with this Agreement have been received or obtained by the City.

(b) The County and the City agree that the preceding recitations and representations are true and correct and are incorporated into and made a part of this Agreement.

2. **Purposes of this Agreement.**

The purpose of this Agreement is to ensure the expeditious removal of all impediments that prevent the County and affordable housing developers from constructing and selling affordable homes to low and moderate income persons through the County's Infill Housing Program, including but not limited to the release or satisfaction of any municipal liens that may encumber the properties identified in Exhibit A, as may be amended by the parties from time to time.

3. **Responsibilities of the Parties**

(a) The County shall be responsible for the following:

1. To periodically circulate Infill Housing Program parcels to the City's Department of Community Development and the City's Community Redevelopment Agency, located at 404 West Palm Drive, Florida City, Florida 33034 with the County's list of escheated infill properties. Notice may be dispatched by email to mayor@floridacityfl.gov, craexdir@floridacityfl.gov, and com-dev@floridacityfl.gov.

2. To record in the Public Records of Miami-Dade County, Florida releases of liens or other appropriate documents required of the City by the County. The City will provide an executed Release of Liens to be recorded by the County or County's designee.

3. To notify the City when the County determines that a property previously designated for use as affordable housing through the Infill Housing Program is removed from the County's inventory of affordable housing list.

(b) The City shall be responsible for the following:

1. To provide the County's housing department, Miami-Dade Public Housing and Community Development Department (the "PHCD"), completed and executed releases of liens or other appropriate documents ready to be recorded in the Public Records of Miami-Dade County, Florida. The City shall provide such documents PHCD's Infill Housing Program administrator. Alan Eson, who is located at 701 NW 1 Court, 16th Floor Miami, Florida 33136.

2. To "flag" Infill Housing Program properties to allow the City's Building Department to issue building permits on such properties that have City liens.

3. To timely advise the County of any lien waiver request that cannot be granted by the City and reasons why. Examples of this type of lien is a utility lien where the City is prohibited by bond covenant from such waiver or where the City/CRA may have entered into a negotiated settlement with a third party who would be adversely effected by the waiver.

4. **Dispute Resolution.**

The City and the County agree that they, through their duly authorized representatives, will meet and work toward a mutually satisfactory resolution of any dispute arising under this Agreement. Should the Parties fail to resolve such

matter(s), either Party may seek legal recourse in accordance with Florida law.

5. **Effective Date.**

This Agreement shall become effective on the date hereof.

6. **Counterparts.**

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

7. **Severability.**

The provisions of this Agreement are independent of and separable from each other and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part, except to the extent that such invalidity or unenforceability causes the Agreement to fail of its essential purpose, in which case either party shall have the right to terminate the Agreement upon written notice to the other.

8. **Amendment of Agreement.**

This Agreement may only be amended by mutual agreement of the City and the County expressed in writing and executed and delivered by each.

9. **Format.**

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

10. **Notices.**

All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and received when delivered personally or by courier service or upon actual receipt of registered or certified mail, addressed as set forth below:

(a) To the City: Otis T. Wallace, Mayor
404 West Palm Drive
Florida City, Florida 33034
mayor@floridacityfl.gov

(b) To County: Michael Liu, Director
Miami-Dade Public Housing and Community Development

Dept.
701 NW 1st Court, 16th Floor
Miami Florida 33136

Either party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph.

11. **No Third Party Beneficiaries to this Agreement.**

Nothing in this Agreement, express or implied, is intended to (a) confer upon any entity or person other than the parties and their successors or assigns any rights or remedies under or by reason of the Agreement as a third party beneficiary or otherwise, except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

12. **Entire Agreement.**

This Agreement, including the exhibits to this Agreement, contain the sole and entire agreement between the Parties with respect to their subject matter and supersede any and all other prior written or oral agreements between them with respect to such subject matter.

13. **Binding Effect.**

This Agreement shall be binding upon the Parties and their respective representatives, successors and assigns.

14. **Waiver.**

Waiver by either party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

15. **Captions.**

The captions contained in this Agreement are inserted only as a matter of convenience or reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions.

16. **Other Documents.**

The City and the County will take all such actions and execute all such documents which may be reasonably necessary to carry out the purposes of this Agreement, whether or not specifically provided for herein; provided that the City and the County acknowledge that certain additional actions by the City or the County may require

approval by their respective Boards, and, to the extent such approval is required by applicable law, obtaining such approval shall be a condition to their obligations hereunder.

17. **Governing Law.**

This Agreement and the interpretation of its terms shall be governed by the laws of the State of Florida, without application of conflicts of law principles. Venue for any judicial, administrative or other action to enforce or construe any term of this Agreement or arising from or related to this Agreement shall lie exclusively in Miami-Dade County, Florida.

18. **Time of the Essence.**

Time is of the essence with respect to the performance of each of the covenants and obligations contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement, the City of Florida City signing by and through its mayor, Otis T. Wallace and MIAMI-DADE COUNTY, FLORIDA, signing by and through the Mayor or Mayor's designee, each duly authorized to execute same.

ATTEST:

Jennifer A. Evelyn

_____
Clerk

City of Florida City

_____
Otis T. Wallace, Mayor

Approved by County Attorney as
To form and legal sufficiency

_____
Jeffrey Cazeau, City Attorney

ATTEST:

HARVEY RUVIN,
CLERK OF SAID BOARD

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

_____
Deputy Clerk

_____
Mayor

Approved by County Attorney as
to form and legal sufficiency

_____
Terrence A. Smith, Assistant County Attorney

The foregoing was authorized and approved by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, A.D. 2015.

Exhibit A
List of Properties

EXHIBIT 8C.)

MEMORANDUM

TO: **The Honorable Otis T. Wallace, Mayor**
The Honorable R. S. Shiver Vice Mayor
The Honorable Eugene D. Berry, Commissioner
The Honorable Avis Brown, Commissioner
The Honorable Sharon Butler, Commissioner

FROM: **Rick Stauts, CRA Executive Director**

DATE: **January 27, 2016**

SUBJECT: **Interlocal Agreement with County Related to a Waiver of City and CRA Liens on Properties to be Conveyed by the County for Affordable Housing**

Miami-Dade County has requested that the City of Florida City enter into an Interlocal Agreement with the County wherein the City agrees to waive Code Enforcement and similar liens against properties that the County intends to convey to a third party for affordable housing.

City staff has negotiated the terms of the Interlocal Agreement to be more favorable to the City. The County has agreed that the City may deny the waiver for good cause. Examples of this type of lien is a utility lien where the City is prohibited by bond covenant from such waiver or where the City/CRA may have entered into a negotiated settlement with a third party who would be adversely effected by the waiver. The County also agreed to add the City to its list of parties to whom is distributed periodically a list of parcels the County is willing to convey for affordable housing. This way the City may request that the parcel be conveyed to the City rather than a third party who may not develop the property after conveyance. Though the City would prepare the lien waiver ready for recordation, the County (or the third party) will pay for the recordation expense.

The County has been very cooperative with City requests for conveyance of County owned property to the City or CRA. Though it is a long and sometimes tedious process, the City eventually has ended up with ownership of the properties we have requested. We have paid appraised value for several commercial and residential properties on which we did not want an affordable housing covenant attached to the deed. But more times the County has conveyed the property to the City or CRA at no cost to the City or CRA.