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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(M)(1)(B)
07-10-07

RESOLUTION NO. R-809-07

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE TOWN OF CUTLER BAY FOR THE CONVEYANCE OF BEL AIRE, CUTLER RIDGE, FRANJO, LINCOLN CITY PARK #2, SAGA BAY, SAGA LAKE, WHISPERING PINES PARK, AND SAGA BAY HOMEOWNER ASSOCIATION PARCELS AND AUTHORIZING THE EXECUTION OF COUNTY DEEDS FOR THE SAME TO THE TOWN OF CUTLER BAY

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

WHEREAS, Miami-Dade County and the Town of Cutler Bay 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 of Cutler Bay in substantially the form attached hereto and made part thereof; and the execution of a County deed for the parks named above, and authorizes the County Mayor or His designee to execute same for and on behalf of Miami-Dade County, after approval by the County Attorney's Office.

MEMORANDUM

(Revised)

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

DATE: July 10, 2007

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

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

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

The foregoing resolution was offered by Commissioner Jose "Pepe" Diaz, who moved its adoption. The motion was seconded by Commissioner Carlos A. Gimenez and upon being put to a vote, the vote was as follows:

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 10th day of July, 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: KAY SULLIVAN
Deputy Clerk

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

Monica Rizo

INTERLOCAL AGREEMENT
BETWEEN
MIAMI-DADE COUNTY AND
TOWN OF CUTLER BAY

This is an Interlocal Agreement between Miami-Dade County, a political subdivision of the State of Florida (the "COUNTY") and the Town of Cutler Bay, a municipal corporation of the State of Florida (the "TOWN"), entered into this _____ day of _____, 200_ (the "Agreement").

WITNESSETH

WHEREAS, a Charter for the TOWN was approved by a majority of the voters of the TOWN at the election held on November 8, 2005, and the TOWN Council took office on February 2, 2006; and

WHEREAS, the COUNTY owns, operates and maintains local parks within its municipal boundaries, namely, Bel Aire Park, Saga Lake Park, Saga Bay Park, Whispering Pines Mini-Park, Lincoln City Park #2, Cutler Ridge Park, Franjo Park and former Saga Bay Homeowner Association parcels (the "Parks"); 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.

WHEREAS, the COUNTY wishes to convey and the TOWN wishes to receive the Parks; and

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

1. <u>Recitals</u>

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

Memorandum

MIAMI-DADE COUNTY

Date: July 10, 2007

To: Honorable Chairperson Bruno A. Barreiro and Members, Board of County Commissioners

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

From: George M. Burgess
County Manager

Subject: Resolution Authorizing Interlocal Agreement with the Town of Cutler Bay for the Conveyance of Seven County Parks

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Recommendation

It is recommended that the Board of County Commissioners approve the attached Resolution authorizing the County Mayor or his designee to execute an Interlocal Agreement with the Town of Cutler Bay (Town) for the conveyance of Bel Aire, Saga Lake, Saga Bay, Whispering Pines, Lincoln City, Franjo and former Saga Bay Homeowner Association parcels (the "Parks") to the Town, and the execution of County deeds for the parks.

Scope

The transfer of the parks will impact the Town which is located in Miami-Dade County Commission District 8.

Fiscal Impact/Funding Source

The transfer of the parks to the Town will not have a fiscal impact on the Park & Recreation Department (Department). The current year budget assumes the transfer of the parks and programs to the Town.

Track Record/Monitor

Upon execution of the interlocal agreement, the Department will process the park deeds in order to transfer to the Town.

Background

On November 8, 2005, a majority of the voters of Cutler Bay approved a charter for the Town, and the Town Council took office on February 2, 2006. These parks were identified and approved for conveyance in the Master Interlocal Agreement authorized by the Board of County Commissioners at its July 18, 2006 meeting. The County has determined that the conveyance of these local parks to the Town is in the best interest of the County. The conveyance of these parks is consistent with County policy, which transfers local parks to newly incorporated municipalities. On January 8, 2007, the Town and the Park & Recreation Department entered into a permit agreement allowing the Town to operate and maintain the parks listed until the transfer is complete.

The attached Interlocal Agreement provides the immediate conveyance of Bel Aire Park, Saga Lake Park, Saga Bay Park, Whispering Pines Mini-Park, Lincoln City Park, Franjo Park, and former Saga Bay Homeowner Association parcels (the "Parks") to the Town. Within 30 days of execution of the

agreement, the County shall provide the Town with a copy of all permits, plans, and any other available documents pertaining to the County's operation of the Parks. The Town is required to maintain the parks as public parks and open to all Miami-Dade County residents in perpetuity. The attached County Deeds will convey the parks subject to stipulations contained therein. Article VI of the Home Rule Charter continues to apply to these parks. This agreement was approved by the Town at its Council meeting of May 21, 2007.

As a separate agenda item, an agreement has been prepared for Board consideration to transfer Quality Neighborhood Improvement Program funding for capital and renovation projects previously planned for these parks.

Alex Muñoz
Assistant County Manager

cmo14107

2. **Operation of Parks**

a. The TOWN has taken over day to day operation, including but not limited to, maintenance, programming, operation and staffing of the Parks from the County on _____, 200_ ("Operation Date'). The TOWN will continue to operate the Parks under a permit to conduct business until the Conveyance Date.

b. In an effort to maintain continuous operation of existing recreational programs, COUNTY, upon obtaining permission from each program participant, will provide the TOWN on or before the Operation Date, a comprehensive listing of information for all program participants to include contact name, address, phone number, account status and program affiliation. This list will include all participants from fiscal year 2005-2006 and all current program participants and their personal contact information.

c. The COUNTY shall not remove any personal property, fixtures or equipment from the Parks prior to the Conveyance Date, but shall make all such personal property, fixtures, equipment available for the TOWN's use until the Conveyance Date as specified in the applicable permit.

3. **Transfer of Parks**

a. The COUNTY shall convey the parks to the TOWN and shall execute and deliver to the TOWN the attached COUNTY Deeds, incorporated herein as Exhibits 1-8.

b. Property and facilities are conveyed in an as-is condition, and subject to all easements, agreements, and restrictions, evidence of such to be provided prior to conveyance. Prior to conveyance, the COUNTY will inspect the premises with the TOWN and correct any mutually determined deficiencies and/or safety hazards identified pursuant to the inspection and inform the TOWN of any ongoing safety and/or environmental issues, which the COUNTY will make every reasonable effort to correct in a timely manner.

c. Within 30 days of the execution of this Agreement, the COUNTY shall provide the TOWN with a list and a copy of all agreements for services that the COUNTY may have with any third party vendors or organizations providing services at the Parks. Except as otherwise, provided herein, upon direction from the TOWN Manager, the County Manager or his/her designee shall be authorized to either terminate the third party agreements prior to the Conveyance Date of the Parks or, if requested by the TOWN Manager execute an assignment of any such agreements to the TOWN provided that such

termination or execution does not penalize or prejudice the COUNTY in any way.

d. Within 30 days of the execution of this Agreement, the COUNTY shall provide the TOWN with a copy of all permits, plans, and any and all other available documents pertaining to the COUNTY'S operation of the Parks, including, but not limited to, budgets and scopes of services for all Safe Neighborhood Parks Bond funds, Quality Neighborhood Improvements Program Bond funds and Building better Communities Bond fund programs currently in place for all parks identified herein.

e. Within 30 days of the execution of this Agreement, the COUNTY shall take all steps necessary to transfer and/or assign to the TOWN any warranties or guarantees the COUNTY may have for the Parks, personal property, fixtures or other park improvements or equipment.

The Town 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 for each park to be transferred to the Town which shall be no later than 30 days after a request for the same by the TOWN and the County Manager is hereby authorized to execute the necessary conveyance documents as appropriate.

4. <u>Restrictions Related to the Town's Use of the Property</u>

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

a. The Parks shall be used in perpetuity as public parks and all improvements shall be open to all Miami-Dade County residents.

b. The TOWN shall not discriminate against unincorporated residents in program registration, pricing or other policies as they relate to the use of the Parks.

c. Article 6 of the Miami-Dade County Home Rule Charter shall apply to all parks and, in addition, Section 25B-27(b) of the Safe Neighborhood Park Ordinance shall apply to Cutler Ridge Park (Exhibit 9).

d. Should the TOWN violate any of the restrictions listed in Sections 3.a through 3.c, the COUNTY shall provide the TOWN with written notice of the alleged violations including the statement "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 Commission. Failure of the TOWN to cure the violation within the specified time period shall result in the Property automatically reverting to the COUNTY without any entitlement or recourse against the County for payment of any improvements whatsoever made to, on or for any of the properties

5. **Further Conditions of Conveyance**

a. By accepting this conveyance, the TOWN 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 generally 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 Cutler Ridge Park, the TOWN will agree to utilize these funds within Cutler Ridge Park in accordance with the provisions of the Safe Neighborhood Parks Ordinance. This funding will be transferred to the TOWN subject to a separate agreement.

d. With respect to the balance of Miami-Dade County's Quality Neighborhood Improvement Program Bond funds for Cutler Ridge Park, the TOWN will agree to utilize the Quality Neighborhood Improvement Program Bond funds designated for Cutler Ridge Park in accordance with the provisions of the Quality Neighborhood Improvement Program, subject to a separate agreement with the County.

e. The TOWN will make every effort to develop the parks in general accordance with all plans and permits that the COUNTY has obtained prior to the effective date of this agreement, provided however that the TOWN may, at its sole discretion, change the plans, develop, or redevelop any of the Parks, provided that the TOWN first holds a public hearing. Any amendments to the current plans and permits are to be made in a manner that provides substantially the same active and passive recreational opportunities to adults and children living within the Service Area of each park.

6. **Indemnification**

a. Prior to the date of 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.

b. Prior to the Conveyance Date, the COUNTY The County does hereby agree to indemnify and hold the TOWN harmless 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 person injury or property damage claim or judgment by nay 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.

c. After the Conveyance Date, the TOWN 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 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 Contract by the TOWN or its employees, agents, servants, partners principals or subcontractors. The TOWN shall pay all claims and losses in connections 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. The TOWN expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the TOWN shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

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 2nd Street, 5th Floor Miami, Florida 33128
Town:	Town Manager Town of Cutler Bay 10720 Caribbean Blvd., Ste. 105 Cutler Bay, Florida 33189
Copied to:	Town Attorney c/o Mitch Bierman Weiss Serota Helfman Pastoriza Cole & Boniske 2525 Ponce de Leon Avenue, Suite 700, Coral Gables, Florida 33134

8. **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. 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.

9. **Amendments**

This Agreement may be modified only by an agreement in writing signed and sealed by the TOWN 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 or 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: _____
Town Attorney

TOWN OF CUTLER BAY,
a municipal corporation of the State of Florida

By: _____
Town Mayor

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

By its Board of County
Commissioners:

By: _____
County Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:
By: _____
County Attorney

ATTEST:
By: _____
Clerk

EXHIBIT 1

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

Folio No. 36-6008-000-0013
36-6008-011-0460
36-6008-003-0010

COUNTY DEED

THIS DEED, made this day of 2006, 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 **TOWN OF CUTLER BAY,** party of the second part, whose address is 10720 Caribbean Boulevard, Cutler Bay, Florida 33189..

***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, **Cutler Ridge 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 Numbers 36-6008-000-0013, 36-6008-011-0460, 36-6008-003-0010

Tract "A" of Cutler Ridge Section 1, as recorded in Plat Book 59, Page 69
And
The W 4/5th of the W ½ of the NW ¼ of the NW ¼ of NE ¼ of Section 8,
And
Tract "A" of Bel Aire Section 6, as recorded in Plat Book 84, Page 18

The TOWN 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 TOWN 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 TOWN to abide by any of the restrictions listed in (a) through (c), the County shall provide the TOWN 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 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 Commission. Failure of the TOWN to comply with all of the terms of this paragraph, after thirty days written notice, shall cause the title to automatically revert to Miami-Dade County.

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

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

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

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

By: _____
Mayor

Approved for legal sufficiency: _____

The foregoing was authorized and approved by Resolution No. R-_____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2006.

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

Folio No. 36-6009-000-0020
36-6009-002-0420

COUNTY DEED

THIS DEED, made this day of 2006, 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 **TOWN OF CUTLER BAY,** party of the second part, whose address is 10720 Caribbean Boulevard, Cutler Bay, Florida 33189..

***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, **Franjo Park** to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

Legal Description:

Beginning 648 Feet East & 500 Feet Southeast Of the Northwest Corner
of the Northeast Quarter of Section 9, Township 56 South, Range 40 East,
Then proceed Northeast 544.5 Feet, then Southeast 400 Feet, then Southwest 544.5 Feet,
then Northwest 400 Feet to the Point of Beginning
and
Lot 23 Block 6 of Tenalla Ocean Farms Subdivision, as recorded in Plat Book 8, Page 124

The TOWN 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 TOWN 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 TOWN to abide by any of the restrictions listed in (a) through (c), the County shall provide the TOWN with written notice of the alleged violations including the statement "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 Commission. Failure of the TOWN to comply with all of the terms of this paragraph shall cause the title to automatically revert to Miami-Dade County without any entitlement or recourse against the County for payment of any improvements whatsoever made to, on, or for any of the properties.

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

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

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

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

By: _____
Mayor

Approved for legal sufficiency: _____

The foregoing was authorized and approved by Resolution No. R-_____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2006.

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

Folio No. 36-6008-005-0700

COUNTY DEED

THIS DEED, made this day of 2006, 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 **TOWN OF CUTLER BAY,** party of the second part, whose address is 10720 Caribbean Boulevard, Cutler Bay, Florida 33189..

***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, **Lincoln City Park No. 2** to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

Legal Description:

Area marked Park in the Subdivision, Lincoln City Section G, in Plat Book 48 Page 75 in Section 8, Township 56 South, Range 40 East

The TOWN 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 TOWN 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 TOWN to abide by any of the restrictions listed in (a) through (c), the County shall provide the TOWN with written notice of the alleged violations including the statement "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 Commission. Failure of the TOWN to comply with all of the terms of this paragraph shall cause the title to automatically revert to Miami-Dade County without any entitlement or recourse against the County for payment of any improvements whatsoever made to, on, or for any of the properties.

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

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

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

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

By: _____
Mayor

Approved for legal sufficiency: _____

The foregoing was authorized and approved by Resolution No. R-_____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2006.

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

Folio No. 36-6010-010-1020

COUNTY DEED

THIS DEED, made this day of 2006, 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 **TOWN OF CUTLER BAY,** party of the second part, whose address is 10720 Caribbean Boulevard, Cutler Bay, Florida 33189..

***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, **Saga Bay Park** to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

Legal Description:

Tract 'Q' of the Subdivision, Saga Bay Section 1 Part 7 in PB 100 Page 14

The TOWN 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 TOWN 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 TOWN to abide by any of the restrictions listed in (a) through (c), the County shall provide the TOWN with written notice of the alleged violations including the statement "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 Commission. Failure of the TOWN to comply with all of the terms of this paragraph shall cause the title to automatically revert to Miami-Dade County without any entitlement or recourse against the County for payment of any improvements whatsoever made to, on, or for any of the properties.

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

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

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

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

By: _____
Mayor

Approved for legal sufficiency: _____

The foregoing was authorized and approved by Resolution No. R-_____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2006.

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

Folio No. 36-6010-007-0810

COUNTY DEED

THIS DEED, made this day of 2006, 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 **TOWN OF CUTLER BAY,** party of the second part, whose address is 10720 Caribbean Boulevard, Cutler Bay, Florida 33189..

***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, **Saga Lake Park** to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

Legal Description:

Tract 'N' of the Subdivision, Saga Bay Section 1 Part 6 in PB 99 Page 37

The TOWN 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 TOWN 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 TOWN to abide by any of the restrictions listed in (a) through (c), the County shall provide the TOWN with written notice of the alleged violations including the statement "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 Commission. Failure of the TOWN to comply with all of the terms of this paragraph shall cause the title to automatically revert to Miami-Dade County without any entitlement or recourse against the County for payment of any improvements whatsoever made to, on, or for any of the properties.

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

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

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

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

By: _____
Mayor

Approved for legal sufficiency: _____

The foregoing was authorized and approved by Resolution No. R-_____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2006.

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

Folio No. 36-6004-007-2860

COUNTY DEED

THIS DEED, made this day of 2006, 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 **TOWN OF CUTLER BAY,** party of the second part, whose address is 10720 Caribbean Boulevard, Cutler Bay, Florida 33189..

***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, **Whispering Pines Mini-Park** to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

Legal Description:

Tract G of the Subdivision Whispering Pines Estates Section 2 in Plat Book 65, Page 71

The TOWN 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 TOWN 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 TOWN to abide by any of the restrictions listed in (a) through (c), the County shall provide the TOWN with written notice of the alleged violations including the statement "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 Commission. Failure of the TOWN to comply with all of the terms of this paragraph shall cause the title to automatically revert to Miami-Dade County without any entitlement or recourse against the County for payment of any improvements whatsoever made to, on, or for any of the properties.

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

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

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

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

By: _____
Mayor

Approved for legal sufficiency: _____

The foregoing was authorized and approved by Resolution No. R-_____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2006.

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

Folio No. 36-6010-007-0820,
36-6010-001-1250,
36-6010-001-1240,
36-6010-001-1230,
36-6003-012-0770,
36-6003-012-0760

COUNTY DEED

THIS DEED, made this day of 2006, 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 **TOWN OF CUTLER BAY,** party of the second part, whose address is 10720 Caribbean Boulevard, Cutler Bay, Florida 33189..

***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 **6 Saga Bay Parcels** to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

Legal Description:

Tract 'O' of Saga Bay Section 1 Part 6 in Plat Book 99 Page 37 Less Beginning 46.14 Ft.
North OF Southwest Corner of Tract Continue North 32.10 Ft. East 43.34 Ft. South 32 Ft.
West 45.86 Ft. To Point of Beginning
And
Park in Block 1, Park in Block 3, and Park in Block 5 of Saga Bay Section 1 Part 1
in Plat Book 94 Page 32
And
Tract D, Park, and Tract C, Park, of Saga Bay Section 1 Part 2 in Plat Book 95 Page 61

The TOWN 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 TOWN 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 TOWN to abide by any of the restrictions listed in (a) through (c), the County shall provide the TOWN with written notice of the alleged violations including the statement "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 Commission. Failure of the TOWN to comply with all of the terms of this paragraph shall cause the title to automatically revert to Miami-Dade County without any entitlement or recourse against the County for payment of any improvements whatsoever made to, on, or for any of the properties.

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

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

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

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

By: _____
Mayor

Approved for legal sufficiency: _____

The foregoing was authorized and approved by Resolution No. R-_____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2006.

RESOLUTION NO. 07-24

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE "INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF CUTLER BAY" RELATING TO THE TRANSFER OF COUNTY PARKS TO THE TOWN OF CUTLER BAY; AUTHORIZING THE MAYOR TO EXECUTE THE SAME AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 8, 2005, a Charter for the Town of Cutler Bay (the "Town") was approved by the citizens of the Town, effective November 9, 2005; and

WHEREAS, on February 2, 2006, the Town Council was sworn into office; and

WHEREAS, on July 18, 2006, the Town and Miami-Dade County ("County") entered into an interlocal agreement which, inter alia, provides for the County to transfer title to parks within the geographic boundaries of the Town to the Town in a subsequent interlocal agreement, and

WHEREAS, the Town and the County desire to effect the transfer of the parks upon the terms of the interlocal agreement relating to the transfer of parks which is attached hereto and made part hereof.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

Section 2. **Interlocal Agreement Approved**. The "Interlocal Agreement between Miami-Dade County and the Town of Cutler Bay" relating to the transfer of County parks to the Town in substantially the form attached hereto as Exhibit "A," is hereby approved.

Section 3. **Town Mayor Authorized.** The Town Mayor is authorized to execute the "Interlocal Agreement between Miami-Dade County and the Town of Cutler Bay" in substantially the form attached hereto as Exhibit "A," on behalf of the Town.

Section 4. **Effective Date**. This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this 21st day of May, 2007.

PAUL S. VROOMAN
Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

TOWN OF CUTLER BAY
INCORPORATED
2005
FLORIDA

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY:

WEISS SEROTA HELFMAN PASTORIZA
COLE & BONISKE, P.A.
Interim Town Attorney

Moved By: Councilmember Meerbott
Seconded By: Councilmember Sochin

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman	YES
Vice Mayor Edward P. MacDougall	ABSENT
Councilmember Peggy R. Bell	YES
Councilmember Timothy J. Meerbott	YES
Councilmember Ernest N. Sochin	YES