



MEMORANDUM

Amended
Agenda Item No. 11(A)(24)

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

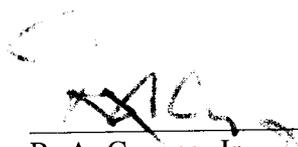
DATE: June 30, 2009

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

SUBJECT: Resolution approving Interlocal
Agreement with Town of Miami
Lakes for conveyance of Miami
Lakes West Park

Resolution No. 875-09

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



R. A. Cuevas, Jr.
County Attorney

RAC / jls



MEMORANDUM
(Revised)

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

DATE: June 30, 2009

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

SUBJECT: Amended
Agenda Item No. 11(A)(24)

Resolution No. R-875-096

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Mayor's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

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Approved _____ Mayor
Veto _____
Override _____

Amended
Agenda Item No. 11(A)(24)
6-30-09

RESOLUTION NO. R-875-09

RESOLUTION APPROVING INTERLOCAL AGREEMENT WITH TOWN OF MIAMI LAKES FOR CONVEYANCE OF MIAMI LAKES WEST PARK AND AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME AND TO EXECUTE COUNTY DEED FOR SUCH LOCAL PARK TO TOWN OF MIAMI LAKES, SUBJECT TO CONDITIONS PRECEDENT

WHEREAS, Miami-Dade County and the Town of Miami Lakes (the "Town") desire to enter into an Interlocal agreement to govern the conditions by which Miami Lakes West Park, that formerly was 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:

Section 1. This Board hereby approves the Interlocal Agreement between Miami-Dade County and the Town, in substantially the form attached hereto and made part thereof, subject to the prior fulfillment of the following conditions:

- (a) The Town shall pay the County all sums due to the County as of the effective date of this resolution for the Town's pro-rata share of the debt service on Quality Neighborhood Improvement Program (QNIP) bonds;
- (b) The Town shall agree, by written instrument, that it will continue to pay its pro-rata share of debt service on QNIP bonds until such time as the debt service on the QNIP bonds has been legally defeased and/or paid in full; and
- (c) The County deed for conveyance of Miami Lakes West Park shall provide that Miami Lakes West Park will revert back to the County in the event that the Town fails to make the required debt service payments on the QNIP bonds (collectively, the "Conditions Precedent").

Section 2. Subject to the fulfillment of the Conditions Precedent, the Board hereby approves the execution of the Interlocal Agreement and a County deed for Miami Lakes West Park and authorizes the County Mayor or Mayor's designee to execute same for and on behalf of Miami-Dade County, after approval by the County Attorney's Office.

The Prime Sponsor of the foregoing resolution is Commissioner Natacha Seijas. It was offered by Commissioner **Natacha Seijas**, who moved its adoption. The motion was seconded by Commissioner **Jose "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

	Dennis C. Moss, Chairman	aye	
	Jose "Pepe" Diaz, Vice-Chairman	aye	
Bruno A. Barreiro	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Barbara J. Jordan	aye	Joe A. Martinez	aye
Dorrian D. Rolle	aye	Natacha Seijas	absent
Katy Sorenson	aye	Rebeca Sosa	absent
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 30th day of June, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.



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

HARVEY RUVIN, CLERK

Approved by the County Attorney as
to form and legal sufficiency. MLR

BY: **DIANE COLLINS**
Deputy Clerk

Monica Rizo

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

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

WITNESSETH

WHEREAS, the COUNTY owns Miami Lakes West Park (P-74) that was previously part of the Miami Lakes Special Tax District within the TOWN boundaries; and

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

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

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

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

1. Conveyance of Real Property

- 1.1 The COUNTY shall convey to the TOWN the Miami Lakes West Park (P-74). The transfer of the Park shall be by execution and delivery to the Town of a County Deed in a form approved by the County Attorney.
- 1.2 The property and facilities are conveyed in an as-is condition, and subject to all easements and restrictions of record.
- 1.3 Prior to conveyance of the Park, the COUNTY shall take all steps necessary to transfer and/or assign any warranties or guarantees the COUNTY may have for Park improvements, fixtures or equipment to the TOWN.
- 1.4 The Town Manager and the County Mayor or Mayor's designee shall mutually agree to the date of the transfer to the TOWN and execution of the conveyance documents, provided further that the transfer of the Park shall occur no later than 120 days from the date of execution of this Agreement.
- 1.5 The conveyance from the COUNTY to the TOWN may include the conveyance of County-owned personal property, fixtures and equipment located at or in use

at the Park, which shall be determined solely by the COUNTY during a walk through examination by staff designated by the County Mayor or Mayor's designee and the Town Manager.

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

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

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

- 2.1 The Park shall be used as a public park, and the Park shall be open to all members of the public.
- 2.2 The TOWN shall not discriminate against Miami-Dade County residents in program registration, pricing or other policies as they relate to the use of the Park.
- 2.3 Except as specifically exempted, Article 7 of the Miami-Dade County Home Rule Charter shall apply to the Park.
- 2.4 Should the TOWN violate any of the restrictions or conditions listed in Sections 2.1 through 2.3 and Sections 3.1 through 3.3, the COUNTY shall provide the TOWN with written notice of the alleged violations including a statement that "The COUNTY will exercise its reversionary interest in the property if the violation is not cured." Within 45 days of receipt of the notice, the TOWN shall cure the violation. If the violation is of a type that cannot be cured within this time period, the TOWN shall notify the COUNTY in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the County Mayor or Mayor's designee. Failure of the TOWN to cure the violation within the specified time period shall result in the subject Park automatically reverting to the COUNTY.

3. Further conditions

- 3.1 The COUNTY issued Public Service Tax Revenue Bonds, Series 1999, [also known as, and referred to herein as, Quality Neighborhood Improvement Program ("QNIP") bonds] prior to the TOWN's incorporation, which are currently outstanding. The QNIP bonds are payable from Public Service Taxes for electrical, water and gas services. As further consideration for the conveyance of Miami Lakes West Park, the TOWN agrees to timely pay its pro-rata share of debt service ("Debt Service Share") on the QNIP bonds until such

time as the debt service on the QNIP bonds has been legally defeased and/or paid in full.

- 3.2 The TOWN's Debt Service Share shall be determined by expressing the Public Service Taxes collected within the TOWN at the time of incorporation as a percentage of the total Public Service Taxes collected within the unincorporated area of Miami-Dade County at the time of the TOWN's incorporation, and apply that percentage to the total annual debt service on the QNIP bonds. Thus, the TOWN recognizes and agrees that its Debt Service Share is 2.9%. The TOWN may prepay its proportionate share of the aforementioned bonds at any time during the life of the bonds without penalty. The debt service schedule with the TOWN's Debt Service Share is attached hereto as Exhibit "A".
- 3.3 By accepting this Agreement, the TOWN agrees that it will make every good faith effort to operate and maintain the Park in a manner that provides appropriate active and passive recreational opportunities to park users.
- 3.4 The Park will be operated and maintained in a manner equal to or better than existing conditions.
- 3.5 Any permits and agreements between the COUNTY and non-profit or for-profit organizations within the Park will be terminated upon execution of this Agreement.

4. Indemnification

- 4.1 Prior to the execution of this agreement, the COUNTY shall provide the TOWN with any known claims, litigation or other proceedings that may be pending regarding the COUNTY's operation of the Park.
- 4.2 The COUNTY does hereby agree to indemnify and hold harmless the TOWN to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the COUNTY shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments of portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$200,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the COUNTY. However, nothing herein shall be deemed to indemnify the TOWN from any liability or claim arising out of the negligent performance or failure of performance of the TOWN or any unrelated third party. Notwithstanding the foregoing, the COUNTY's indemnification obligations shall be limited to personal injuries and/or property damage claims, liabilities, losses, causes of action or judgments that occurred prior to the date of conveyance.

- 4.3 The TOWN does hereby agree to indemnify and hold harmless the COUNTY to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the TOWN shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments of portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$200,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the TOWN. However, nothing herein shall be deemed to indemnify the COUNTY from any liability or claim arising out of the negligent performance or failure of performance of the COUNTY or any unrelated third party.
- 4.4 The indemnification provided in Section 4.2 shall additionally include any claims that were filed before the date of conveyance for alleged violations of the Americans with Disabilities Act.

5. Notices

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

County: Miami-Dade County Mayor
111 N.W. First Street, Suite 2910
Miami, Florida 33128

Copied to: County Attorney, Miami-Dade County
111 N.W. First Street, Suite 2810
Miami, Florida 33128

and Director, Miami-Dade County Parks and
Recreation Department
275 NW 2nd Street, 5th Floor
Miami, Florida 33128

TOWN: TOWN Manager,
Town of Miami Lakes
15700 NW 67th Avenue, 3rd Floor
Miami Lakes, Florida 33014

Copied to: Town Attorney
c/o Weiss Serota et al
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, Florida 33134

6. **Entire Agreement**

The Town and the County agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

7. **Amendments**

This Agreement cannot be modified or amended without the express written consent of the parties. Accordingly, no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document. Notwithstanding any provision herein, this Agreement in no way obviates or nullifies the obligations of the TOWN under the Town Charter.

8. **Severability**

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

9. **Assignment**

Neither this Agreement nor any term nor provision hereof or right hereunder shall be assignable by any parties and any attempt to make such assignment shall be void.

10. **Governing Law**

This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceedings arising in any matter pertaining to this Agreement shall, to the extent permitted by law, be held in Miami-Dade County, Florida.

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

TOWN OF MIAMI LAKES,
a municipal corporation

By: _____
Town Mayor

By: _____
Town Attorney

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

By its Board of County Commissioners:

By: _____
Honorable Carlos Alvarez
County Mayor

ATTEST:

By: _____
Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY BY:

County Attorney

\$77,640,000
Miami-Dade County, Florida
Public Service Tax Revenue Bonds (UMSA Public Improvements)
Series 1999
Debt Service Schedule

Fiscal Year Ending September 30,	Type	Interest Rate	Principal	Interest	Total Debt Service	Miami Lakes Payments
2000	Serial		2,645,000	4,534,061	7,179,061	
2001	Serial		1,815,000	3,502,523	5,317,523	153,423
2002	Serial		1,885,000	3,419,449	5,304,449	153,423
2003	Serial	4.00%	1,955,000	3,342,648	5,297,648	153,423
2004	Serial	4.00%	2,035,000	3,262,849	5,297,849	153,423
2005	Serial	4.00%	2,115,000	3,179,848	5,294,848	153,423
2006	Serial	4.00%	2,205,000	3,093,449	5,298,449	153,423
2007	Serial	4.00%	2,300,000	3,003,348	5,303,348	153,423
2008	Serial	4.00%	2,400,000	2,909,349	5,309,349	153,423
2009	Serial	4.10%	2,505,000	2,809,996	5,314,996	153,423
2010	Serial	4.13%	2,615,000	2,704,710	5,319,710	153,423
2011	Serial	4.25%	2,735,000	2,592,657	5,327,657	153,423
2012	Serial	4.38%	2,860,000	2,471,975	5,331,975	153,423
2013	Serial	5.00%	2,995,000	2,334,537	5,329,537	153,423
2014	Serial	5.13%	3,140,000	2,179,200	5,319,200	153,423
2015	Serial	5.13%	3,290,000	2,014,432	5,304,432	153,423
2016	Serial	5.13%	3,450,000	1,841,719	5,291,719	153,423
2017	Serial	5.25%	3,620,000	1,658,288	5,278,288	153,423
2018	Serial	5.25%	3,805,000	1,463,381	5,268,381	153,423
2019	Term 1	5.00%	3,995,000	1,263,625	5,258,625	153,423
2020	Term 1	5.00%	4,200,000	1,058,750	5,258,750	153,423
2021	Term 2	5.00%	4,415,000	843,375	5,258,375	153,423
2022	Term 2	5.00%	4,645,000	616,875	5,261,875	153,423
2023	Term 2	5.00%	4,880,000	378,750	5,258,750	153,423
2024	Term 2	5.00%	5,135,000	128,375	5,263,375	153,423
			77,640,000	56,608,169	134,248,169	3,682,152