

## MEMORANDUM

Agenda Item No. 5(I)

**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** October 6, 2022

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution relating to the Gables by the Sea-Coral Gables Security Guard Special Taxing District located entirely within the boundaries of the City of Coral Gables, and bounded on the north by Cartagena Avenue, on the east by Biscayne Bay, on the south by Bella Vista Avenue, and on the west by Old Cutler Road, and the Gables by the Sea-Pinecrest Security Guard Special Taxing District located entirely within the boundaries of the Village of Pinecrest generally bounded on the north by Lugo Avenue, on the east by SW 57 Avenue, on the south by SW 136 Street, and on the west by Old Cutler Road; transferring each Special Taxing District to its respective municipality in accordance with section 18-3.1 of the Code; approving and authorizing the County Mayor to execute an Interlocal Agreement with each municipality for the transfers; and authorizing the County Mayor to take all actions necessary to effectuate same

Resolution No. R-896-22

The accompanying resolution was prepared by the Parks, Recreation and Open Spaces Department and placed on the agenda at the request of Prime Sponsor Commissioner Raquel A. Regalado.



\_\_\_\_\_  
Geri Bonzon-Keenan  
County Attorney

GBK/gh



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** October 6, 2022

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 5(I)

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 present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_ 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. 5(I)  
10-6-22

RESOLUTION NO. \_\_\_\_\_ R-896-22

RESOLUTION RELATING TO THE GABLES BY THE SEA-CORAL GABLES SECURITY GUARD SPECIAL TAXING DISTRICT LOCATED ENTIRELY WITHIN THE BOUNDARIES OF THE CITY OF CORAL GABLES, AND BOUNDED ON THE NORTH BY CARTAGENA AVENUE, ON THE EAST BY BISCAYNE BAY, ON THE SOUTH BY BELLA VISTA AVENUE, AND ON THE WEST BY OLD CUTLER ROAD, AND THE GABLES BY THE SEA-PINECREST SECURITY GUARD SPECIAL TAXING DISTRICT LOCATED ENTIRELY WITHIN THE BOUNDARIES OF THE VILLAGE OF PINECREST GENERALLY BOUNDED ON THE NORTH BY LUGO AVENUE, ON THE EAST BY SW 57 AVENUE, ON THE SOUTH BY SW 136 STREET, AND ON THE WEST BY OLD CUTLER ROAD; TRANSFERRING EACH SPECIAL TAXING DISTRICT TO ITS RESPECTIVE MUNICIPALITY IN ACCORDANCE WITH SECTION 18-3.1 OF THE CODE OF MIAMI-DADE COUNTY; APPROVING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN INTERLOCAL AGREEMENT WITH EACH MUNICIPALITY FOR THE TRANSFERS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

**WHEREAS**, the Board of County Commissioners ("Board"), pursuant to section 18-3.1 of the Code of Miami-Dade County, Florida ("Code"), desires to transfer the Gables by the Sea-Coral Gables Security Guard Special Taxing District to the City of Coral Gables, and the Gables by the Sea-Pinecrest Security Guard Special Taxing District to the Village of Pinecrest,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that:

**Section 1.** This Board incorporates the matters set forth in the foregoing recitals as part of this resolution.

**Section 2.** Pursuant to section 18-3.1 of the Code, this Board designates the governing body of the City of Coral Gables as the governing body of the Gables by the Sea-Coral Gables Security Guard Special Taxing District, and designates the governing body of the Village of Pinecrest as the governing body of the Gables by the Sea-Pinecrest Security Guard Special Taxing District.

**Section 3.** The City of Coral Gables and the Village of Pinecrest shall be responsible for all pre-existing and future liabilities, for the protection of any creditors, whether known or unknown, as set forth in the Interlocal Agreements, attached hereto.

**Section 4.** This Board hereby approves the Interlocal Agreements in substantially the form attached hereto, both of which are incorporated by reference, between Miami-Dade County and the City of Coral Gables, and Miami-Dade County and the Village of Pinecrest, and authorizes the County Mayor or County Mayor's designee to execute said agreements.

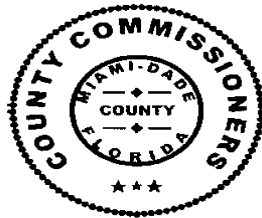
**Section 5.** The City of Coral Gables will take full control of the Gables by the Sea-Coral Gables Security Guard Special Taxing District, and the Village of Pinecrest will take full control of the Gables by the Sea-Pinecrest Security Guard Special Taxing District as provided in each Interlocal Agreement.

**Section 6.** The provisions of this Resolution shall take effect when approved by a majority vote of the qualified electors residing in each of the special taxing districts at elections to be called by this Board and noticed and conducted as this Board shall determine by resolution.

The foregoing resolution was offered by Commissioner **Eileen Higgins** ,  
who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa**  
and upon being put to a vote, the vote was as follows:

|                  |                                       |                        |            |
|------------------|---------------------------------------|------------------------|------------|
|                  | Jose "Pepe" Diaz, Chairman            | <b>aye</b>             |            |
|                  | Oliver G. Gilbert, III, Vice-Chairman | <b>absent</b>          |            |
| Sen. René García | <b>aye</b>                            | Keon Hardemon          | <b>aye</b> |
| Sally A. Heyman  | <b>aye</b>                            | Danielle Cohen Higgins | <b>aye</b> |
| Eileen Higgins   | <b>aye</b>                            | Kionne L. McGhee       | <b>aye</b> |
| Jean Monestime   | <b>aye</b>                            | Raquel A. Regalado     | <b>aye</b> |
| Rebeca Sosa      | <b>aye</b>                            | Sen. Javier D. Souto   | <b>aye</b> |

The Chairperson thereupon declared this resolution duly passed and adopted this 6<sup>th</sup> day of October, 2022. 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

**Basia Pruna**

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

DPL

Daija Page Lifshitz

**TRANSFER OF THE GABLES BY THE SEA-PINECREST SECURITY GUARD  
SPECIAL TAXING DISTRICT FROM MIAMI-DADE COUNTY TO THE VILLAGE OF  
PINECREST**

THIS AGREEMENT FOR TRANSFER OF THE GABLES BY THE SEA-PINECREST SECURITY GUARD SPECIAL TAXING DISTRICT TO BE CREATED BY MIAMI-DADE COUNTY (**AGREEMENT**), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **VILLAGE OF PINECREST, FLORIDA**, a municipal corporation of the STATE OF FLORIDA (hereinafter referred to as the “**Village**”) and **MIAMI-DADE COUNTY**, a political subdivision of the STATE OF FLORIDA (hereinafter referred as the “**County**”).

**WITNESSETH**

**WHEREAS**, pursuant to a request by more than a majority of the resident property owners within the Gables by the Sea Special Taxing District (“**Former District**”), the County abolished the Former District and replaced it with two separate special taxing districts within the boundaries of each municipality to be known as Gables by the Sea-Pinecrest Security Guard Special Taxing District, and Gables by the Sea-Pinecrest Security Guard Special Taxing District; and

**WHEREAS**, the Village has requested the creation and immediate transfer of control of the Gables by the Sea-Pinecrest Security Guard Special Taxing District (“**Special Taxing District**”) from the County to the Village such that the Village Council will become the governing body responsible for the Special Taxing District; and

**WHEREAS**, the Village and the County are mutually desirous of transferring the Special Taxing District to the Village; and

**WHEREAS**, the County is immediately transferring the Special Taxing District to the Village upon creation, and therefore the County will not establish or provide any services or assets to the Special Taxing District; and

**WHEREAS**, the Village shall take full responsibility for the operation and maintenance of the Special Taxing District as determined herein, including exclusive responsibility for all pre-existing and future liabilities, whether known or unknown,

**NOW, THEREFORE**, in consideration of the covenants herein provided, the Village of Pinecrest and Miami-Dade County agree as follows:

1. The foregoing recitals are incorporated herein.
2. This Agreement shall become effective if passed pursuant to a joint resolution of the Village and County transferring the Special Taxing District, and a favorable election of the residents for the transfer (“**Effective Date**”).
3. Twelve (12) days after the Effective Date, unless a contest of the election is filed pursuant to section 102.168 of the Florida Statutes, the Board of County Commissioners will no longer be the governing body of the Special Taxing District and the Village Council shall

be the governing board of the Special Taxing District (“**Transfer Date**”). If a contest is filed, the transfer will occur upon a successful resolution of such contest upholding the election, which is no longer challengeable by any appeal.

4. Prior to the Transfer Date, the County’s involvement with the Special Taxing District shall be exclusively administrative to effectuate the creation and immediate transfer of the Special Taxing District to the Village.
5. On Transfer Date, the County will cease all involvement, and the Village will be exclusively responsible for the Special Taxing District.
6. Beginning on the Effective Date, the Village shall be responsible for all pre-existing and future liabilities, whether known or unknown, of the Special Taxing District and the Former District.
7. The Village shall be responsible for establishing assessment rates and collecting assessments for the Special Taxing District. If the Village intends on using the uniform method for the levy, collection, and enforcement of non-ad valorem assessments, the Village shall comply with the requirements of section 197.3632 of the Florida Statutes and shall make such arrangements with the Miami-Dade County Office of the Property Appraiser and Miami-Dade County Tax Collector.
8. The Village shall be responsible for arranging for the Special Taxing District’s utility accounts, and procuring contracts with vendors to provide all necessary services to the Special Taxing District, including, but not limited to, the construction of any guardhouses or other improvements.
9. The Village shall be responsible for establishing its own protocols and policies for accessing the Special Taxing District, including, but not limited to, the issuance and use of access devices, if any.
10. The Village shall be responsible for the continuous operation, maintenance, repair, and replacement, when necessary, of the Special Taxing District’s improvements.
11. The Village shall be responsible for payment of all of the Special Taxing District’s expenses. It is provided, however, that such payment of the Special Taxing District’s expenses incurred by the Village are properly chargeable to the Special Taxing District.
12. Within sixty (60) days of the Transfer Date, the County shall provide to the Village a final financial reconciliation of all known liabilities for the Special Taxing District, as well as the Former District on a pro rata basis. Any omission from the final reconciliation shall not constitute a waiver by either the County or the Village for payment to or from the Special Taxing District’s account or the Former District’s account, as applicable.
13. The County shall issue an invoice to the Village for any pro rata deficit in the Former District’s account, as well as any deficit in that Special Taxing District’s account,

including, but not limited to, the costs to abolish the Former District and to establish and transfer the Special Taxing District. The Village shall pay the invoice within sixty (60) days of receipt. It is provided, however, that such expenses incurred by the Village are properly chargeable to the Special Taxing District.

14. Pursuant to section 2-8.9 of the Code of Miami-Dade County, the Village is encouraged to pay the Living Wage.
15. To the extent allowed by, and subject to the limitations of, section 768.28 of the Florida Statutes, the Village does hereby agree to indemnify and hold the County, its officials, employees and instrumentalities, harmless from any and all liability for any damage, injury, or claim that may arise by virtue of the Special Taxing District or Former District, or the exercise of any rights, obligations or actions under this Agreement, including, but not limited to, the Village's operation of the Special Taxing District or the Village's failure to provide services or maintain, repair, replace, or operate the improvements.
16. The undersigned further agree that these conditions shall be deemed a continuing obligation between the Village and the County and shall remain in full force and effect and be binding on the Village, and any permitted successors or assigns.
17. In the event that the Village requests any third party to assume any of the responsibilities hereunder, the Village acknowledges that such assumption shall not relieve the Village from any obligations or responsibilities hereunder. Any failure by any third party shall not subject the County to any liability for any damage, injury, or claim that may arise.
18. Nothing in this Agreement, expressed or implied, is intended to: (a) confer upon any entity or person other than the parties and any permitted 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. Additionally, nothing herein shall be deemed to constitute a waiver of any rights under section 768.28 of the Florida Statutes, or as a waiver of the County's sovereign rights.
19. The language agreed to herein expresses the mutual intent and agreement of the County and the Village, and shall not, as a matter of judicial construction, be construed more severely against one of the parties from the other.
20. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (e.g., Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. The method of delivery shall be consistent among all of the persons listed herein. For the present, the Village and County designate the following as the respective places for notice purposes:



Village: Village of Pinecrest  
12645 Pinecrest Parkway  
Pinecrest, Florida 331

County: Miami-Dade County  
Stephen P. Clark Center  
111 Northwest First Street  
Miami, Florida 33128

**IN WITNESS WHEREOF**, the Village of Pinecrest has caused this instrument to be executed by its respective officials thereunto duly authorized, this the day and year above written.

ATTEST: **VILLAGE OF PINECREST, a municipal corporation**

By: \_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Village Manager

APPROVED AS TO LEGAL FORM  
AND CORRECTNESS:

\_\_\_\_\_  
Village Attorney

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA

ATTEST:

By: \_\_\_\_\_  
Mayor or Mayor's Designee

\_\_\_\_\_ Date

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_ Date

**TRANSFER OF THE GABLES BY THE SEA-CORAL GABLES SECURITY GUARD  
SPECIAL TAXING DISTRICT FROM MIAMI-DADE COUNTY TO THE CITY OF  
CORAL GABLES**

THIS AGREEMENT FOR TRANSFER OF THE GABLES BY THE SEA-CORAL GABLES SECURITY GUARD SPECIAL TAXING DISTRICT TO BE CREATED BY MIAMI-DADE COUNTY (**AGREEMENT**), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **CITY OF CORAL GABLES, FLORIDA**, a municipal corporation of the STATE OF FLORIDA (hereinafter referred to as the “**City**”) and **MIAMI-DADE COUNTY**, a political subdivision of the STATE OF FLORIDA (hereinafter referred as the “**County**”).

**WITNESSETH**

**WHEREAS**, pursuant to a request by more than a majority of the resident property owners within the Gables by the Sea Special Taxing District (“**Former District**”), the County abolished the Former District and replaced it with two separate special taxing districts within the boundaries of each municipality to be known as Gables by the Sea-Coral Gables Security Guard Special Taxing District, and Gables by the Sea-Pinecrest Security Guard Special Taxing District; and

**WHEREAS**, the City has requested the creation and immediate transfer of control of the Gables by the Sea-Coral Gables Security Guard Special Taxing District (“**Special Taxing District**”) from the County to the City such that the City Commission will become the governing body responsible for the Special Taxing District; and

**WHEREAS**, the City and the County are mutually desirous of transferring the Special Taxing District to the City; and

**WHEREAS**, the County is immediately transferring the Special Taxing District to the City upon creation, and therefore the County will not establish or provide any services or assets to the Special Taxing District; and

**WHEREAS**, the City shall take full responsibility for the operation and maintenance of the Special Taxing District as determined herein, including exclusive responsibility for all pre-existing and future liabilities, whether known or unknown,

**NOW, THEREFORE**, in consideration of the covenants herein provided, the City of Coral Gables and Miami-Dade County agree as follows:

1. The foregoing recitals are incorporated herein.
2. This Agreement shall become effective if passed pursuant to a joint resolution of the City and County transferring the Special Taxing District, and a favorable election of the residents for the transfer (“**Effective Date**”).
3. Twelve (12) days after the Effective Date, unless a contest of the election is filed pursuant to section 102.168 of the Florida Statutes, the Board of County Commissioners will no longer be the governing body of the Special Taxing District and the City Commission shall

be the governing board of the Special Taxing District (“**Transfer Date**”). If a contest is filed, the transfer will occur upon a successful resolution of such contest upholding the election, which is no longer challengeable by any appeal.

4. Prior to the Transfer Date, the County’s involvement with the Special Taxing District shall be exclusively administrative to effectuate the creation and immediate transfer of the Special Taxing District to the City.
5. On Transfer Date, the County will cease all involvement, and the City will be exclusively responsible for the Special Taxing District.
6. Beginning on the Effective Date, the City shall be responsible for all pre-existing and future liabilities, whether known or unknown, of the Special Taxing District and the Former District.
7. The City shall be responsible for establishing assessment rates and collecting assessments for the Special Taxing District. If the City intends on using the uniform method for the levy, collection, and enforcement of non-ad valorem assessments, the City shall comply with the requirements of section 197.3632 of the Florida Statutes and shall make such arrangements with the Miami-Dade County Office of the Property Appraiser and Miami-Dade County Tax Collector.
8. The City shall be responsible for arranging for the Special Taxing District’s utility accounts, and procuring contracts with vendors to provide all necessary services to the Special Taxing District, including, but not limited to, the construction of any guardhouses or other improvements.
9. The City shall be responsible for establishing its own protocols and policies for accessing the Special Taxing District, including, but not limited to, the issuance and use of access devices, if any.
10. The City shall be responsible for the continuous operation, maintenance, repair, and replacement, when necessary, of the Special Taxing District’s improvements.
11. The City shall be responsible for payment of all of the Special Taxing District’s expenses. It is provided, however, that such payment of the Special Taxing District’s expenses incurred by the City are properly chargeable to the Special Taxing District.
12. Within sixty (60) days of the Transfer Date, the County shall provide to the City a final financial reconciliation of all known liabilities for the Special Taxing District, as well as the Former District on a pro rata basis. Any omission from the final reconciliation shall not constitute a waiver by either the County or the City for payment to or from the Special Taxing District’s account or the Former District’s account, as applicable.
13. The County shall issue an invoice to the City for any pro rata deficit in the Former District’s account, as well as any deficit in that Special Taxing District’s account, including, but not

limited to, the costs to abolish the Former District and to establish and transfer the Special Taxing District. The City shall pay the invoice within sixty (60) days of receipt. It is provided, however, that such expenses incurred by the City are properly chargeable to the Special Taxing District.

14. Pursuant to section 2-8.9 of the Code of Miami-Dade County, the City is encouraged to pay the Living Wage.
15. To the extent allowed by, and subject to the limitations of, section 768.28 of the Florida Statutes, the City does hereby agree to indemnify and hold the County, its officials, employees and instrumentalities, harmless from any and all liability for any damage, injury, or claim that may arise by virtue of the Special Taxing District or Former District, or the exercise of any rights, obligations or actions under this Agreement, including, but not limited to, the City's operation of the Special Taxing District or the City's failure to provide services or maintain, repair, replace, or operate the improvements.
16. The undersigned further agree that these conditions shall be deemed a continuing obligation between the City and the County and shall remain in full force and effect and be binding on the City, and any permitted successors or assigns.
17. In the event that the City requests any third party to assume any of the responsibilities hereunder, the City acknowledges that such assumption shall not relieve the City from any obligations or responsibilities hereunder. Any failure by any third party shall not subject the County to any liability for any damage, injury, or claim that may arise.
18. Nothing in this Agreement, expressed or implied, is intended to: (a) confer upon any entity or person other than the parties and any permitted 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. Additionally, nothing herein shall be deemed to constitute a waiver of any rights under section 768.28 of the Florida Statutes, or as a waiver of the County's sovereign rights.
19. The language agreed to herein expresses the mutual intent and agreement of the County and the City, and shall not, as a matter of judicial construction, be construed more severely against one of the parties from the other.
20. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (e.g., Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. The method of delivery shall be consistent among all of the persons listed herein. For the present, the City and County designate the following as the respective places for notice purposes:

City: City of Coral Gables  
405 Biltmore Way  
Coral Gables, Florida 33134

County: Miami-Dade County  
Stephen P. Clark Center  
111 Northwest First Street  
Miami, Florida 33128

**IN WITNESS WHEREOF**, the City of Coral Gables has caused this instrument to be executed by its respective officials thereunto duly authorized, this the day and year above written.

ATTEST: **CITY OF CORAL GABLES, a municipal corporation**

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Manager

APPROVED AS TO LEGAL FORM  
AND CORRECTNESS:

\_\_\_\_\_  
City Attorney

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA

ATTEST:

By: \_\_\_\_\_  
Mayor or Mayor's Designee

\_\_\_\_\_ Date

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_ Date