

MEMORANDUM

Agenda Item No. 5(C)(1)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: March 19, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution relating to the Parker Pointe Multipurpose Maintenance Special Taxing District located entirely within the boundaries of the City of Homestead, and bounded on the north by canal c-103 right-of-way, on the east by SW 162 Avenue (NE 18 Avenue), on the south by SW 320 Street (East Mowry Drive), and on the west by canal c-103 right-of-way; transferring the Special Taxing District to the City of Homestead in accordance with section 18-3.1 of the Code; waiving election pursuant to two-thirds vote of Board members present; approving and authorizing the County Mayor to execute an interlocal agreement with the City of Homestead for the transfer; and authorizing the County Mayor to take all actions necessary to effectuate same

Resolution No. R-208-24

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 Danielle Cohen Higgins.



Geri Bonzon-Keenan
County Attorney

GBK/jp

MDC001



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: March 19, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 5(C)(1)

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(C)(1)
3-19-24

RESOLUTION NO. R-208-24

RESOLUTION RELATING TO THE PARKER POINTE MULTIPURPOSE MAINTENANCE SPECIAL TAXING DISTRICT LOCATED ENTIRELY WITHIN THE BOUNDARIES OF THE CITY OF HOMESTEAD, AND BOUNDED ON THE NORTH BY CANAL C-103 RIGHT-OF-WAY, ON THE EAST BY SW 162 AVENUE (NE 18 AVENUE), ON THE SOUTH BY SW 320 STREET (EAST MOWRY DRIVE), AND ON THE WEST BY CANAL C-103 RIGHT-OF-WAY; TRANSFERRING THE SPECIAL TAXING DISTRICT TO THE CITY OF HOMESTEAD IN ACCORDANCE WITH SECTION 18-3.1 OF THE CODE OF MIAMI-DADE COUNTY; WAIVING ELECTION PURSUANT TO TWO-THIRDS VOTE OF BOARD MEMBERS PRESENT; APPROVING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE CITY OF HOMESTEAD FOR THE TRANSFER; 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") desires to transfer the Parker Pointe Multipurpose Maintenance Special Taxing District pursuant to section 18-3.1 of the Code of Miami-Dade County, Florida ("Code"),

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 waives election by two-thirds vote of members present and designates the governing body of the City of Homestead as the governing body of the Parker Pointe Multipurpose Maintenance Special Taxing District.

Section 3. The City of Homestead 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 Agreement, attached to the County Mayor's memorandum.

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

Section 5. The City of Homestead will take full control of the Parker Pointe Multipurpose Maintenance Special Taxing District as provided in the Interlocal Agreement.

The foregoing resolution was offered by Commissioner **Keon Hardemon**, who moved its adoption. The motion was seconded by Commissioner **Anthony Rodriguez** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 19th day of March, 2024. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

DPL

Daija Page Lifshitz

**TRANSFER OF THE PARKER POINTE MULTIPURPOSE SPECIAL
TAXING DISTRICT FROM MIAMI-DADE COUNTY TO THE CITY OF HOMESTEAD**

THIS AGREEMENT FOR TRANSFER OF THE PARKER POINTE MULTIPURPOSE SPECIAL TAXING DISTRICT TO BE CREATED BY MIAMI-DADE COUNTY (AGREEMENT), made and entered into this ____ day of _____, 2023, by and between the **CITY OF HOMESTEAD, 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, the City has requested the creation and immediate transfer of control of the Parker Pointe Multipurpose Special Taxing District (“Special Taxing District”) from the County to the City such that the City Council 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 preexisting and future liabilities, whether known or unknown,

NOW, THEREFORE, in consideration of the covenants herein provided, the City of Homestead 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 (“Transfer Date”).
3. As of the Transfer Date, the Board of County Commissioners will no longer be the governing body of the Special Taxing District and the City Council shall be the governing board of the Special Taxing District.
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 Transfer Date, the City shall be responsible for all pre-existing and future liabilities of the Special Taxing District, whether known or unknown.
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.
9. The City shall be responsible for establishing its own protocols and policies for administration and assessment of the Special Taxing District.
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. 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.
13. The County shall issue an invoice to the City for any deficit in the Special Taxing District's account, including, but not limited to, the costs to establish 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 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 agrees 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 Homestead
18605 NW 27th Avenue
Homestead, Florida 33056

County: Miami-Dade County
Attn: Special Assessment Districts Division
Stephen P. Clark Center
111 Northwest 1st Street, 1 5th Floor
Miami, Florida 33128

With a copy to: Miami-Dade PROS Director
275 NW 2nd Street, 5th Floor,
Miami, FL 33128
Miami-Dade County Attorney's Office,
111 NE 1st Street, Suite 2810,
Miami, FL 33128

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

ATTEST:

By: Elizabeth Sewell
City Clerk

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

CITY OF HOMESTEAD, a municipal
corporation

By: [Signature]
City Manager

By: [Signature]
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