

RESOLUTION NO. 01-13

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE SECOND INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF MIAMI LAKES; AUTHORIZING THE MAYOR TO EXECUTE THE SECOND INTERLOCAL AGREEMENT ON BEHALF OF THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Miami-Dade County (the “County”) and the Town of Miami Lakes (the “Town”) seek to ensure a smooth transition between the County’s provision of certain municipal-type services to the Town’s provision of those services; and

WHEREAS, until either a subsequent comprehensive interlocal agreement is negotiated or the Town is in a position to directly provide certain municipal services to its residents, the County has agreed to continue to provide certain municipal-type services to the Town; and

WHEREAS, the Town finds that approval of an interim agreement between the Town and the County is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. The foregoing Recitals are true and correct and are incorporated herein by this reference.

Section 2. The Second Interlocal Agreement between Miami-Dade County and the Town of Miami Lakes attached as Exhibit “A” is approved and the Mayor is authorized to execute the Agreement on behalf of the Town.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 10th day of April, 2001.

Wayne Slaton
WAYNE SLATON, MAYOR

ATTEST:

Beatrice M. Liguella
Acting Town Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Alessandra S. Beeler
Acting Town Attorney

m-collins / s-simon

Council voted	<u>7-0</u>	as follows:
Mayor Wayne Slaton	<u>Yes</u>	
Vice Mayor Roberto Alonso	<u>Yes</u>	
Councilmember Mary Collins	<u>Yes</u>	
Councilmember Robert Meador	<u>Yes</u>	
Councilmember Michael Pizzi	<u>Yes</u>	
Councilmember Nancy Simon	<u>Yes</u>	
Councilmember Peter Thomson	<u>Yes</u>	

SECOND INTERLOCAL AGREEMENT

THIS SECOND INTERLOCAL AGREEMENT (the "Agreement") is entered into between Miami-Dade County, a political subdivision of the State of Florida (the "County") and the Town of Miami Lakes, a municipal corporation of the State of Florida, (the "Town") this 10th day of April, 2001.

WHEREAS, on the 5th day of December, 2000, a Charter for the Town of Miami Lakes was approved by the residents of Miami Lakes (the "Town Charter") and the Town Council was sworn into office on the 28th day of February, 2001; and

WHEREAS, pursuant to Miami-Dade County Resolution No. R-298-01, the County and Town have entered into a First Interlocal Agreement to provide advance funds to the Town from revenues presently collected by the County within the boundaries of the Town; and

WHEREAS, the County and the Town seek to ensure a smooth transition between the County's provision of certain municipal-type services to the Town's provision of those services; and

WHEREAS, until either a subsequent comprehensive interlocal agreement is negotiated or the Town is in a position to directly provide certain municipal services to its residents, the County will continue to provide certain municipal-type services to the Town.

NOW, THEREFORE, the parties agree as follows:

1. **Transition**

1.1 In accordance with Section 9.4 of the Town Charter, the Town shall enter into an Interlocal Agreement (the "Interlocal Agreement") with the County for the transition of services within 180 days from the date of the election of the Town Council.

1.2 As set forth in paragraph 1.1, the County and the Town shall promptly meet by and through their authorized representatives to negotiate the terms, conditions, and provisions of the Interlocal Agreement which will govern the transition of certain government services and functions from the County government to the Town government.

2. Continuation of County, Municipal Type Services

2.1. Services. The Town and the County agree that the County will continue to provide municipal-type services to the Town at the same level as provided prior to December 5, 2000. These municipal services include police, parks and recreation, public works, planning and zoning, building, code enforcement, solid waste collection, and storm water management.

2.2. Zoning Applications. Zoning applications that would have required the approval of the Community Zoning Appeals Board or the County Commission prior to the incorporation of the Town shall be heard by the Town Council. The County shall provide the Town with written notice of all such pending and new zoning applications within ten (10) business days from the date this Agreement is executed.

2.3. Retention of Fees and Charges. For the duration of this Agreement, the County shall charge, collect and retain all permit fees in accordance with the County's current fee schedule or any amended fee schedule which is applicable to unincorporated Miami-Dade County.

3. Term and Termination

3.1 This Agreement will be in effect retroactive to December 5, 2000.

3.2 This Agreement will continue until such time as either (i) a subsequent comprehensive Interlocal Agreement is executed by the parties in accordance with Section 9.4 of the Town Charter or (ii) upon thirty (30) day written notice of termination by either party which ever is earlier.

3.3 Notwithstanding the provisions of paragraph 3.2, the Town may discontinue upon thirty (30) days notice a particular municipal service, exclusive of any service required to remain with the County in accordance with Section 9.1 of the Town Charter, by providing the County with a Transfer Notice in a form approved by the County specifying the municipal service to be discontinued and the date upon which the Town wants the County to discontinue such service.

3.4 All notices must be in writing and shall be deemed completed upon mailing by certified mail, return receipt requested, hand delivery, or overnight delivery as follows:

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

Town: Mayor, Town of Miami Lakes
8004 NW 154th Street
PMB # 378
Miami Lakes, Florida 33016-5814

Copied to: Nina L. Boniske, Esquire
Weiss Serota Helfman Pastoriza & Guedes, P.A.
2665 South Bayshore Drive, Suite 420
Miami, Florida 33133

4. Entire Agreement

4.1 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. Notwithstanding any provision herein, this agreement in no way obviates or nullifies the obligations of the Town under the Town charter.

5. Severability

5.1 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.

6. Waiver

6.1 The failure of either party to insist upon strict performance of any terms of this Agreement shall not be considered a waiver of any provisions set forth herein and shall not prevent enforcement of this Agreement.

7. Assignment

7.1 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.

8. Counterparts

8.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

9. Governing Law

9.1 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.

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TOWN OF MIAMI LAKES,

a municipal corporation

By: Wayne Slaton
Wayne Slaton, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: Alison S Beale
Acting Town Attorney

MIAMI-DADE COUNTY

a political subdivision of
the State of Florida

By it's Board of County
Commissioners:

By: [Signature]
County Manager

ATTEST:
HARVEY RUVIN, CLERK

By: Harvey Ruvins
Deputy Clerk



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
County Attorney