

RESOLUTION NO. 02-111

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF MIAMI LAKES REGARDING THE CONVEYANCE OF THE COUNTY-OWNED PORTION OF MIAMI LAKES PARK TO THE TOWN; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE ANY ADDITIONAL DOCUMENTS PERTAINING TO THE AGREEMENT AND TAKE ALL ACTION NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; PROVIDING FOR THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County wishes to convey and the Town wishes to receive that portion of the Park that is County-owned; and

WHEREAS, the Town finds that approval of an Interlocal 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 Interlocal Agreement between Miami-Dade County and the Town of Miami Lakes attached as Exhibit "A" is approved together with such non-substantial changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney.

Section 3. The Mayor is authorized to execute and deliver the Agreement on behalf of the Town.

Section 4. The Mayor, Town Manager and Town Attorney are authorized to execute and deliver any additional documents pertaining to the Agreement, to take all action necessary to implement the terms and conditions of the Agreement and to close on the acquisition of the Property.

Section 5. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement and to provide maintenance and operation services at the Park.

Section 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 16th day of December, 2002.

Wayne Slaton
WAYNE SLATON, MAYOR

ATTEST:

Beatris M. Arguelles
BEATRIS M. ARGUELLES, CMC, Town Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

[Signature]
WEISS, SEROTA, HELFMAN, PASTORIZA & GUEDES, P.A.
Acting Town Attorney

Simon/Slaton

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

INTERLOCAL AGREEMENT

This is an Interlocal Agreement 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"), entered into this _____ day of _____, 2002 (the "Agreement").

WITNESSETH

WHEREAS, a Charter for the Town of Miami Lakes was approved by the Citizens of the Town on December 5, 2000, and the Town Council took office on February 28, 2001; and

WHEREAS, the COUNTY owns a portion of Miami Lakes Park and has entered into a Lease and Joint Use Agreement with The School Board of Miami Dade County, Florida, a body corporate and politic (hereinafter referred to as the "School Board") concerning the development and joint use of Miami Lakes Park; and

WHEREAS, Miami Lakes Park is located within the municipal boundaries of the TOWN; and

WHEREAS, the COUNTY wishes to convey and the TOWN wishes to receive that portion of Miami Lakes Park that is COUNTY owned (the "Park"); and

WHEREAS, the COUNTY wishes to terminate its previously entered into joint use agreement and lease with the School Board and the TOWN wishes to enter into a comparable agreement(s) with the School Board; 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. **Recitals:** The above recitals are true and correct and incorporated herein by reference.
2. **Transfer of Real Property:**
 - 2.1** The COUNTY shall convey that portion of the Park under COUNTY ownership to the TOWN and shall execute and deliver to the TOWN the attached COUNTY Deed incorporated herein as Exhibit "A."
 - 2.2** The conveyance from the COUNTY to the TOWN shall include the conveyance of all personal property, fixtures, and equipment located at or in use at the Park, an inventory of such personal property is attached as

Exhibit “__.” Conveyance of such personal property shall be by the execution and delivery of a Bill of Sale to the TOWN.

2.3 The Town Manager and the County Manager shall mutually agree to the date of the execution and transfer of the conveyance documents to the Town. Provided further that the transfer of the Park shall occur no later than 60 days from the date of execution of this Agreement.

2.4 Prior to the 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 or equipment to the TOWN.

2.5 Prior to the conveyance of the Park the COUNTY shall provide the TOWN with a list of any and all third party contractual obligations that the COUNTY may have with vendors providing services at the Park. Upon direction from the Town Manager, the County Manager shall either terminate the third party agreements prior to the conveyance of the Park or execute an assignment of such agreements to the Town.

2.6 Upon conveyance of the Park, the COUNTY shall provide the TOWN with a copy of all permits, plans, and any other documents pertaining to the COUNTY’s operation of the Park.

3. Restrictions Related to the Town’s Use of the Property: As a condition to the acceptance of the Property, the TOWN agrees that:

3.1 The Property shall be used in perpetuity as a public park.

3.2 Except as specifically exempted, Article 6 of the Miami-Dade Home Rule Charter shall apply to the Park.

3.3 The Park and all improvements made to the Park shall be open to all Miami-Dade COUNTY residents.

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

3.5 Should the TOWN violate any of the restrictions listed in Sections 3.1 through 3.4, 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

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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.

4. Further conditions of conveyance:

4.1 By accepting this conveyance 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.

4.2 The park and recreation area will be operated and maintained in a manner equal to or better than Miami-Dade COUNTY Park and Recreation Department standards.

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5. Contingency: The transfer of the Park by the COUNTY to the TOWN is expressly contingent on the execution of a joint use agreement between the TOWN and the School Board (the "Joint Use Agreement"). With respect to the County's lease and joint use agreement with the School Board, the County, with the approval of the School Board, shall terminate its agreements with the School Board upon the conveyance.

Use of Building:

6.1 The COUNTY shall be entitled to utilize the Building as identified in Exhibit "_,", to support the landscape maintenance services provided to the TOWN.

6.2 The use of the Building shall cease upon the Town Manager providing the County Manager with 30 days written notice that the TOWN intends to terminate the COUNTY's maintenance services to the TOWN.

6.3 The COUNTY shall be responsible for maintaining and securing the Building and all equipment stored therein.

7. Indemnification.

- 7.1 The COUNTY shall indemnify and hold harmless the TOWN and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the TOWN or its officer, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the COUNTY or its employees, agents, servants, partners, principals or subcontractors. The COUNTY shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the TOWN, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees that may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, 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 judgment paid by the COUNTY arising out of the same incident or occurrence, exceed the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action, which may arise as a result of the COUNTY's negligence.
- 7.2 The indemnification provided in Section 7.1 shall additionally include claims for any actions by the COUNTY, its officers, agents or employees occurring prior to the date of transfer of the Park.
- 7.3 Prior to the date of the conveyance of the Park, 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.
- 7.4 The indemnification provided in Section 7.1 shall additionally include any claims that were filed as of the time of conveyance for violations of the Americans with Disabilities Act.
- 7.5 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 officer, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of

action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the TOWN or its employees, agents, servants, partners, principals or subcontractors. The TOWN shall pay all claims and losses in connection 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 that may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, 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 judgment paid by the TOWN arising out of the same incident or occurrence, exceed the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action, which may arise as a result of the TOWN's negligence.

8. Notices: All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, hand delivered or overnight delivery addresses as follows (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 Miami Lakes
6853 Main Street
Miami Lakes, Florida 33014

Copied to: Nina L. Boniske, Esquire
Weiss Serota Helfman Pastoriza & Guedes, P.A.

2665 South Bayshore Drive, Suite 420
Miami, Florida 33133

9. 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. Notwithstanding any provision herein, this agreement in no way obviates or nullifies the obligations of the TOWN under the TOWN Charter.

10. 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.

11. 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.

12. 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.

13. Counterparts: 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.

14. 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.

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

By its Board of County
Commissioners:

By: _____
County Manager

ATTEST:
HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
County Attorney

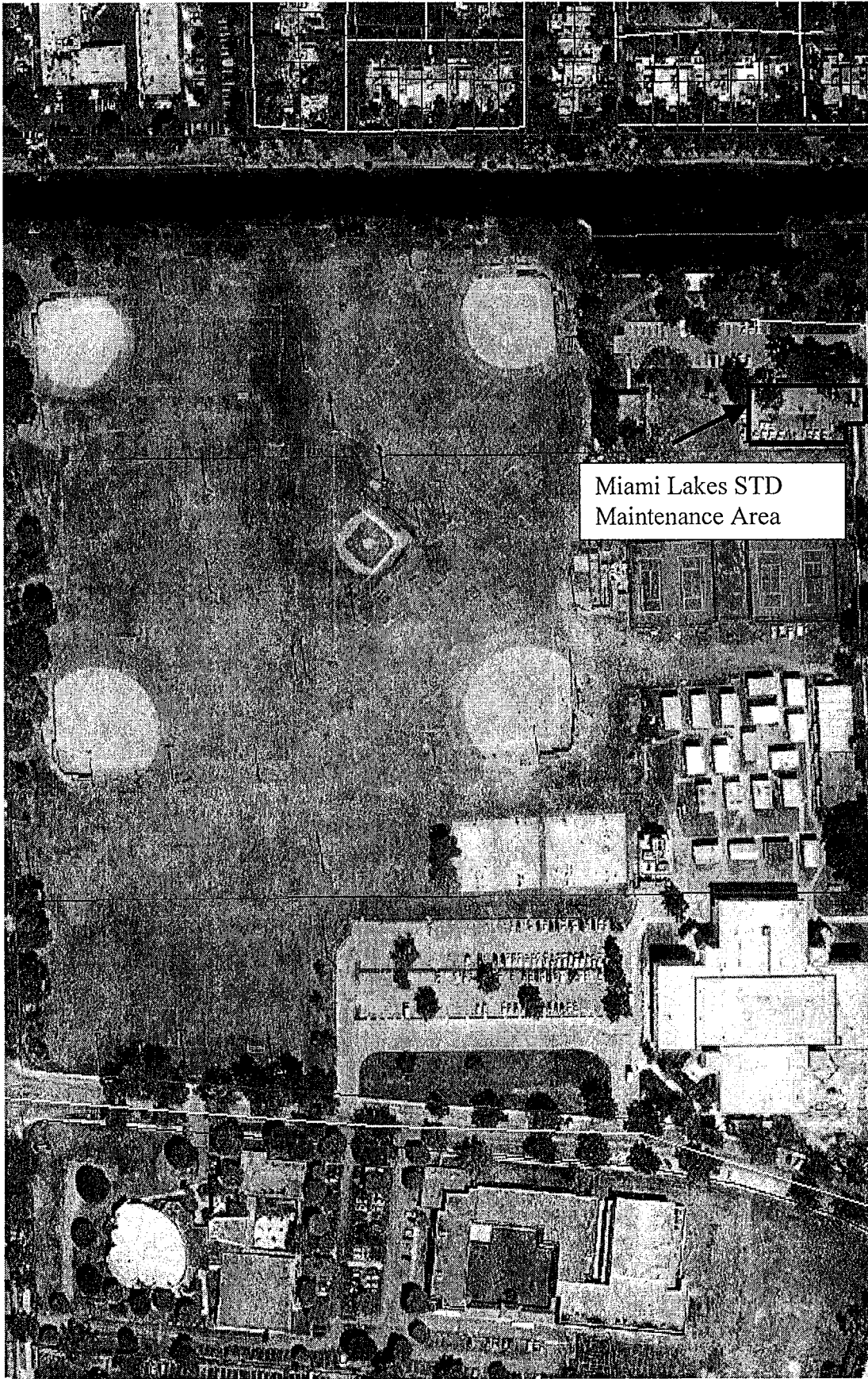
TOWN OF MIAMI LAKES,
a municipal corporation

By: Wayne Slaton
Wayne Slaton, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: [Signature]
Town Attorney

Exhibit A
Miami Lakes Special Taxing District Maintenance Area



Miami Lakes STD
Maintenance Area

This instrument prepared by:

Folio No. 32-2013-001-0250
(Miami Lakes Park/School)

COUNTY DEED

THIS DEED, made this day of , 2001 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 17-202, Miami, Florida, 33128-1963, and TOWN OF MIAMI LAKES, a municipal corporation, party of the second part, whose address is: 8004 N.W. 154th Street, PMB #378, Miami Lakes, Florida.

WITNESSETH:

That the said party of the first part, for and in consideration of the promise of the Town of Miami Lakes to maintain and keep open the subject Miami Lakes Park/School as set forth in this Deed, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, and sold to the said party of the second part, subject to the reverter set forth in this Deed, the following described land lying and being in Miami-Dade County, Florida:

TRACT 25 of Florida Fruit Land Company's Subdivision of the NW ¼ of Section 13, Township 52 South, Range 40 East, Miami-Dade County, Florida, according to the plat thereof recorded in Plat Book 2 at Page 17 of the Public Records of Miami-Dade County, Florida, LESS the North 65 Feet thereof and LESS that portion lying within the West 35 Feet of the NW ¼ of said Section 13;

AND

The North 39.88 Feet of Tract 48 of said Florida Fruit Land Company's Subdivision of the SW ¼ of said Section 13; LESS the East 35 Feet thereof and LESS that portion thereof which lies within the West 35 Feet of the SW ¼ of said Section 13.

TOGETHER with all the tenements, hereditaments and appurtenances belonging or in any way appertaining to the subject property.

TO HAVE AND TO HOLD the same forever subject to the following:

The Town of Miami Lakes 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) keep the park open to all Miami-Dade County residents, d) allow unincorporated area residents equal access and use of the park and not discriminate in program registration, pricing and other policies. The Town of Miami Lakes 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 (d), 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 of Miami Lakes 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

MIAMI-DADE COUNTY FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

BY: _____
Mayor

The foregoing was authorized and approved by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____ 2001.

STATE OF FLORIDA)
 SS:
COUNTY OF MIAMI DADE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2001, by _____ and _____, the Mayor and Deputy Clerk of Miami Dade County Florida, respectively on behalf of said County who (check one) are personally known to me or have produced a Florida Drivers license as identification.

NOTARY PUBLIC, State of Florida
Print name: