

RESOLUTION NO. 04-212

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF MIAMI LAKES TRANSFERRING SPECIAL TAXING DISTRICT PARKS TO THE TOWN; AUTHORIZING THE TOWN MANAGER TO FINALIZE THE TERMS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING TOWN OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Miami-Dade County (the "County") currently owns parks in the Town (the "Parks") that are part of the Miami Lakes Park and Street Lighting Improvement District (the "Taxing District") within the Town of Miami Lakes (the "Town"); and

WHEREAS, the Town currently maintains and funds the operation of the Parks; and

WHEREAS, the County wishes to convey to the Town the Parks; and

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

WHEREAS, the Town Council finds that the approval of this Interlocal Agreement (the "Agreement") is in the best interests of the Town.

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

**Section 1. Recitals.** The above recitals are true and correct and incorporated herein by this reference

**Section 2. Approval of Interlocal Agreement.** The Interlocal Agreement between Miami-Dade County and the Town of Miami Lakes transferring the Parks to the Town, a copy of

which is attached as Exhibit "A," is approved. Subject to approval by the Town Attorney as to form and legality, the Town Manager is authorized to approve non-material changes to the Agreement and to also approve additional text pertaining to the legal restrictions imposed by the County Charter or any conditions of the original deeds if such text is subsequently required to be included in the Agreement by the County Attorney.

**Section 3. Authorization of Funds Expenditure.** 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 Parks.

**Section 4. Authorization of Town Officials.** The Town Manager and Town Attorney are authorized to take all action necessary to implement the terms and conditions of the Agreement, including the preparation, execution and recordation of any documents required to effectuate the transfer of the Parks.

**Section 5. Execution of Contract.** The Mayor is authorized to execute the Agreement on behalf of the Town and to execute such other documents that may be necessary to transfer of the Parks.

**Section 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 9<sup>th</sup> day of March, 2004.

Motion to adopt by Simon, second by Collins.

FINAL VOTE AT ADOPTION: 5-1-0

Mayor Wayne Slaton	<u>Yes</u>
Vice Mayor Roberto Alonso	<u>Absent</u>
Councilmember Mary Collins	<u>Yes</u>
Councilmember Robert Meador	<u>NO</u>
Councilmember Michael Pizzi	<u>Yes</u>
Councilmember Nancy Simon	<u>Yes</u>
Councilmember Peter Thomson	<u>Yes</u>

Wayne Slaton  
Wayne Slaton  
MAYOR

ATTEST:

Beatris M. Arguelles  
Beatris M. Arguelles, CMC  
TOWN CLERK

Approved as to form and legality for the use  
and benefit of the Town of Miami Lakes only:

[Signature]  
Weiss, Serota, Helfman, Pastoriza, Guedes  
Cole & Boniske, P.A.  
TOWN ATTORNEY

**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 11 day of March, 2004 (the "Agreement").

**WITNESSETH**

**WHEREAS**, the COUNTY owns, operates and maintains local parks within the TOWN boundaries, within the Miami Lakes Special Tax District Parks; and

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

**WHEREAS**, the COUNTY wishes to convey and the TOWN wishes to receive said local parks within the former Miami Lakes Special Tax District that are COUNTY owned (the "Parks"); 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. Transfer of Real Property**

1.1 The COUNTY shall convey to the TOWN the Parks currently under COUNTY ownership listed in the "Miami Lakes Special Tax District Parks Legal Descriptions, attached to and incorporated herein as Exhibit "A." The transfer of the Parks shall be by execution and delivery to the Town of a County Deed(s) in a form approved by the County Attorney.

1.2 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 Parks 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 Director of the Miami-Dade Park and Recreation Department 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 Parks 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 Parks, which shall be determined solely by the COUNTY during a walk through examination by staff designated by the County Manager and the Town Manager.

1.6 Upon conveyance of the Parks, 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 Parks.

1.7 Prior to the conveyance of the Parks to the TOWN, 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 to the Parks. Upon direction from the Town Manager, the County Manager shall terminate the third party agreements prior to the date of the conveyance of the Parks or execute an assignment of such agreements to the TOWN. Notwithstanding the foregoing, all permits and agreements between the COUNTY and any non-profit organizations for use of the Parks shall be terminated by the COUNTY prior to the date of the 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 Parks shall be used in perpetuity as public parks.

2.2 Except as specifically exempted, Article 6 of the Miami-Dade County Home Rule Charter shall apply to the Parks.

2.3 Should the TOWN violate any of the restrictions or conditions listed in Sections 2.1 through 2.2 and Sections 3.1 through 3.2, 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 Manager. 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 of conveyance**

3.1 By accepting this conveyance, the TOWN agrees that it will make every good faith effort to develop, operate and maintain the Parks in a manner that provides appropriate active and passive recreational opportunities to park users.

3.2 The Parks will be operated and maintained in a manner equal to or better than existing conditions.

#### **4. Indemnification**

4.1 Prior to the date of conveyance of the Parks, 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 Parks.

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 or 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 prior to and including the date of the park conveyance. The indemnification shall additionally include claims for any actions by the COUNTY, its officers, agents, or employees occurring prior to and including the date of the park conveyance. However, nothing herein shall be deemed to indemnify the TOWN from any liability or claim arising out of negligent performance or failure of performance of the TOWN or any unrelated third party.

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 or 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 subsequent to the date of the park conveyance. The indemnification shall additionally include claims for any actions by the TOWN, its officers, agents, or employees occurring subsequent to the date of the park conveyance. However, nothing herein shall be deemed to indemnify the COUNTY from any liability or claim arising out of negligent performance or failure of performance of the TOWN or any unrelated third party.

4.4 The indemnification provided in Section 4.2 shall additionally include any claims that were filed as of 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: George Burgess

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

Copied to: Robert Ginsburg, 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 2<sup>nd</sup> Street, 5<sup>th</sup> Floor  
Miami, Florida 33128

TOWN: Alex Rey, Town Manager,  
Town of Miami Lakes  
6853 Main Street  
Miami Lakes, Florida 33014

Copied to: Nina Boniske  
Town Attorney  
2662 South Bayshore Drive, Suite 420  
Miami, Florida 33133

## **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. The Town Manager and the County Manager of Miami-Dade County, or their designees may modify this Agreement in writing.

## **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.

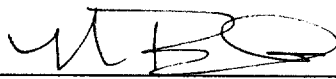
**10. Governing Law**

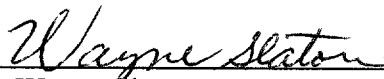
This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceedings arising in any matter pertaining to this Agreement shall, to the extent permitted by law, be held in Miami-Dade County, Florida.

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

Approved as to form and legality for the use and benefit of the Town of Miami Lakes only

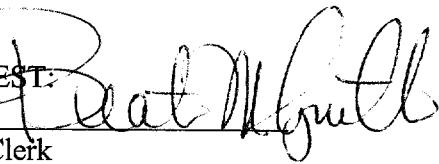
**TOWN OF MIAMI LAKES,**  
a municipal corporation

By:   
Town Attorney

By:   
Wayne Slaton, Mayor

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

By its Board of County Commissioners:

ATTEST:  
By:   
Clerk

By: \_\_\_\_\_  
County Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
County Attorney



**Exhibit A**  
**Miami Lakes Special Tax District Parks**  
**Legal Descriptions**

<b>PARCEL NAME</b>	<b>PLAT NAME</b>	<b>PB</b>	<b>PB PG</b>	<b>ID #</b>
LOT "D"	FIRST ADDN TO MIAMI LAKES SEC SIX	85	90	2023-33
LOT 22	MIAMI LAKES-LAKE GLENN ELLEN	113	99	2022-01
LOT 41	MIAMI LAKES-LAKE GLENN ELLEN	113	99	2022-02
P-01	MIAMI LAKES-LOCH LOMOND	76	91	2014-01
P-02	MIAMI LAKES SEC ONE	75	35	2024-01
P-02	MIAMI LAKES-LOCH LOMOND	76	91	2014-02
P-03	MIAMI LAKES SEC ONE	75	35	2024-02
P-03	MIAMI LAKES-LOCH LOMOND	76	91	2014-03
P-04	MIAMI LAKES SEC ONE	75	35	2024-03
P-05	MIAMI LAKES SEC ONE	75	35	2024-04
P-06	MIAMI LAKES SEC ONE	75	35	2024-05
P-07	MIAMI LAKES SEC ONE	75	35	2024-06
P-08	MIAMI LAKES SEC ONE & RIP RIGHTS	75	35	2024-07
P-10	MIAMI LAKES SEC 2	76	70	2024-08
P-11	MIAMI LAKES SEC 2	76	70	2024-09
P-12	MIAMI LAKES SEC 3	78	47	2024-10
P-13	MIAMI LAKES SEC 3	78	47	2024-11
P-14	MIAMI LAKES SEC 3	78	47	2024-12
P-15	MIAMI LAKES SEC 4	79	8	2023-01
P-16	MIAMI LAKES SEC 4	79	8	2023-02
P-17	MIAMI LAKES SEC 4	79	8	2023-03
P-18	MIAMI LAKES SEC 4	79	8	2023-04
P-19	MIAMI LAKES SEC 4	79	8	2023-05
P-20	MIAMI LAKES SEC 4	79	8	2023-35
P-21	MIAMI LAKES SEC 5	79	81	2023-06
P-22	MIAMI LAKES SEC 5	79	81	2023-07
P-23	MIAMI LAKES SEC 5	79	81	2023-08
P-24	MIAMI LAKES SEC 6	81	66	2023-09
P-25	MIAMI LAKES-LOCH LOMOND WEST	91	95	2023-10
P-26	MIAMI LAKES HILDA TOWNHOUSE SECTION	81	72	2023-11
P-27	MIAMI LAKES HILDA TOWNHOUSE SECTION	81	72	2023-12
P-28	MIAMI LAKES SEC 6	84	34	2023-13
P-29	MIAMI LAKES SEC 7	84	34	2023-14
P-30	MIAMI LAKES SEC 7	84	34	2023-15
P-31	MIAMI LAKES SEC 7	84	34	2023-16
P-32	MIAMI LAKES SEC 7	84	34	2023-17
P-33	MIAMI LAKES IND PARK SEC 3	85	62	2024-13
P-34	MIAMI LAKES IND PARK SEC 5	93	96	2024-14
P-35	MIAMI LAKES -LAKE MARTHA SEC	86	76	2023-18
P-36	MIAMI LAKES -LAKE MARTHA SEC	86	76	2023-19
P-37	MIAMI LAKES PARK ADDITIONS	89	73	2023-20
P-38	MIAMI LAKES PARK ADDITIONS & RIP RIGHTS	89	73	2023-21
P-39	MIAMI LAKES PARK ADDITIONS & RIP RIGHTS	89	73	2023-22
P-40	MIAMI LAKES-LOCH LOMOND WEST	91	95	2023-23
P-41	MIAMI LAKES-LOCH LOMOND WEST	91	95	2014-04
P-42	MIAMI LAKES CYPRESS VILLAS SECTION	92	26	2023-24
P-43	MIAMI LAKES CYPRESS VILLAS SECTION	92	26	2023-25
P-44	MIAMI LAKES-LAKE KATHERINE	93	43	2024-15
P-44	MASON-SMITH OF MIAMI LAKES	93	100	2023-26
P-45	MIAMI LAKES KATHARINE VILLAS	93	43	2024-16
P-46	MIAMI LAKES KATHARINE VILLAS	93	43	2024-17
P-47	MIAMI LAKES KATHARINE VILLAS	93	43	2024-18
P-48	MIAMI LAKES-LOCH LOMOND EAST	93	44	2014-05

**Exhibit A**  
**Miami Lakes Special Tax District Parks**  
**Legal Descriptions**

P-49	MIAMI LAKES-LOCH LOMOND EAST	93	44	2014-06
P-50	MIAMI LAKES LOCH NESS SECTION	93	45	2014-07
P-51	MIAMI LAKES LOCH NESS SECTION	93	45	2014-08
P-52	MIAMI LAKES LOCH NESS SECTION	93	45	2014-09
P-53	MIAMI LAKES LOCH ANDREWS	99	92	2023-27
P-54	MIAMI LAKES IND PARK SEC 6	100	21	2024-19
P-56	MIAMI LAKES WINDMILL GATE SEC	103	41	2013-02
P-57	MIAMI LAKES WINDMILL GATE SEC	103	41	2013-03
P-58	MIAMI LAKES WINDMILL GATE SEC	103	41	2013-04
P-59	MIAMI LAKES EAGLE NEST SEC PT 1	106	14	2024-20
P-60	MIAMI LAKES EAGLE NEST SEC PT 1	106	14	2024-21
P-61	MIAMI LAKES EAGLE NEST SEC PT 2	106	22	2013-05
P-62	MIAMI LAKES LOCH ISLE	110	19	2023-28
P-63	MIAMI LAKES LOCH ISLE	110	19	2023-29
P-64	MIAMI LAKES LOCH ISLE	110	19	2023-30
P-65	MIAMI LAKES LOCH ISLE	110	19	2023-31
P-66	MIAMI LAKES-LAKE GLENN ELLEN	113	99	2022-03
P-67	MIAMI LAKES-LAKE GLENN ELLEN	113	99	2022-04
P-68	MIAMI LAKES-LAKE GLENN ELLEN	113	99	2022-05
P-69	MIAMI LAKES-LAKE SANDRA	115	6	2022-06
P-70	MIAMI LAKES-LAKE SANDRA	115	6	2022-07
P-71	MIAMI LAKES-LAKE SANDRA	115	6	2022-08
P-72	MIAMI LAKES-LAKE SANDRA	115	6	2022-09
P-73	MIAMI LAKES-LAKE SANDRA	115	6	2022-10
P-74	MIAMI LAKES MEADOW WALK	116	13	2014-10
P-74	MIAMI LAKES INDUSTRIAL PARK SECTION NINE	117	76	2022-11
P-75	MIAMI LAKES-LAKE CYNTHIA SECTION ONE	125	29	2022-12
P-76	MIAMI LAKES-LAKE CAROL	127	31	2022-13
P-77	MIAMI LAKES-LAKE CAROL	127	31	2022-14
P-78	MIAMI LAKES-LAKE CAROL REPLT 4	134	41	2022-15
P-79	MIAMI LAKES-LAKE CAROL	127	31	2022-16
P-80	MIAMI LAKES-LAKE CYNTHIA SECTION 2	127	35	2022-17
P-81	MIAMI LAKES-LAKE CYNTHIA SECTION 2	127	35	2022-18
P-82	MIAMI LAKES-LAKE ELIZABETH SECTION ONE	128	71	2022-19
P-83	MIAMI LAKES-LAKE ELIZABETH SECTION 4	134	40	2022-20
TRACT "A"	MIAMI LAKES LOCH ISLE	110	19	2023-32
TRACT "A"	As per BCC RESOLUTION # 10319, NOVEMBER 30,1964	N/A	N/A	2024-22
**NOTE**	This listing does not include various cul-de-sacs and greenways, formerly maintained by the Special Taxing District, but contained within the rights-of-way			