

RESOLUTION NO. 01-29

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE THIRD INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF MIAMI LAKES REGARDING THE TRANSFER OF APPROXIMATELY \$625,296 OF PARK IMPACT FEES TO THE TOWN; AUTHORIZING THE MAYOR TO EXECUTE THE THIRD INTERLOCAL AGREEMENT ON BEHALF OF THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Miami-Dade County (the "County") is transferring ownership of the Property known as Royal Oaks Park (the "Park") to the Town for development by the Town as a public park; and

WHEREAS, as part of the transaction, the County has agreed to transfer approximately \$625,296 of park impact fees to the Town to be used to develop the Park; 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 third 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 24th day of July, 2001.

Wayne Slaton
WAYNE SLATON, MAYOR

ATTEST:

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

APPROVED AS TO LEGAL SUFFICIENCY:

Nuin Barile
ACTING TOWN ATTORNEY

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 _____, 2001 (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 first Interlocal Agreement between the Town and the County to advance funds to the Town was adopted by Resolution No. 298-01 and a second Interlocal Agreement to govern the provision of municipal services to the Town during a transition period was adopted by Resolution No. 375-01; and

WHEREAS, prior to the incorporation of the Town, the County acquired a parcel of vacant property (the "Property") for the purpose of providing a park to the citizens of Miami-Dade County; and

WHEREAS, the Property is located within the municipal boundaries of the Town; and

WHEREAS, by Resolution No. 01-14, the Town Council requested the County to transfer the Property known as Royal Oaks Park (the "Park") to the Town for development by the Town and the County has agreed to do so; and

WHEREAS the County previously identified and earmarked certain funds collected from park impact fees generated within the Park Benefit District (the "Funds") that includes the previously unincorporated area of the Town for the development of the Park and the County agrees to transfer said Funds to the Town; and

WHEREAS the County has obtained permits for the Park from the South Florida Water Management District (the "SFWMD") (#13-01558-P) and a Class IV Wetlands permit for the Miami-Dade County Department of Environmental Resource Management ("DERM"); and

WHEREAS, it is in the interest of the County and the Town to commence development of the Park 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 Park Impact Fee Funds:
 - a. Within ten (10) days of execution of this Agreement, the County shall transmit to the Town the amount of \$625,296, plus actual accrued interest on that amount since March 20, 2001.
 - b. The transfer of Funds shall be originated from park improvement impact fees.
 - c. The transfer of these funds in the amount set forth in Section 2.a above shall constitute complete satisfaction of any claim by the Town of park impact fees collected by Miami Dade County in the Town or the park benefit district, whether before or after the incorporation of Miami Lakes.
3. Restrictions on the Expenditure of Funds: The Town agrees to:
 - a. Expend the Funds entirely and solely for the purpose of improvements to the Park in accordance with the Miami-Dade County Park Impact Fee Ordinance (Ordinance No 90-59, as amended and codified in the Code of Miami-Dade County, Chapter 33H).
 - b. Abide by and be governed by the applicable provisions of Florida Statutes, Section 287.055, governing the procurement of professional services and Section 255.20, governing bid and award of contracts for public construction.
 - c. Abide by and be governed by the Miami-Dade County Conflict of Interest Ordinance (Ordinance No. 72-82, codified at Section 2-11.1 et. al. of the Code of Miami-Dade County) as amended, which is incorporated herein by reference.
 - d. The town recognizes that the County obtained permits from the SFWMD and Derm based upon an approved general plan submitted with the permit application by the County. The Town may utilize or amend the plan provided that the plan is amended after the town holds a public hearing on the same.
4. Restrictions Related to the Use of the Property: As a condition to the acceptance of the Property, the Town agrees that:

- a. The Property shall be used in perpetuity as a public park.
- b. All applicable provisions of Article 6 of the Miami-Dade Home Rule Charter shall apply to the Park.
- c. The Park and all improvements made to the Park shall be open to all Miami-Dade County residents.
- d. The Town shall not discriminate against unincorporated area residents in program registration, pricing or other policies as they relate to the use of the Park.
- e. Should the Town violate any of the restrictions listed in Sections 4 (a) thru (d), 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 Commission. Failure of the Town to cure the violation within the specified time period shall result in the Property automatically reverting to the County and the return to the County of any unexpended funds.

5. Further conditions of conveyance

- a. 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.
- b. The Park area will be operated and maintained in a manner equal to or better than Miami-Dade County Park and Recreation Department standards.

6. Conveyance of the Property. Contemporaneous with the execution of this Agreement:

- a. The County shall execute and deliver to the Town the Park the attached County Deed incorporated as Exhibit "A."

7. Transfer of Permits. The County and the Town shall cooperate to effect the assignment and/or transfer of the SFWMD and DERM permits to the Town. The obligation to amend these permits shall fall upon the Town.

8. Records, Reports, Audits, Monitoring, and Review

- a. The Town shall keep accounting records with respect to the expenditure of the Funds at the Park to conform with generally accepted accounting principles. All such records will be retained by the Town for not less than five (5) years beyond the effective term of this Agreement.
- b. The Town understands that it may be subject to an audit by the Park & Recreation Department, upon seven (7) days written notice. The Town shall provide access to all of its records that relate to this Agreement at its place of business during regular business hours. The Town agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to insure compliance with applicable accounting and financial standards.
- c. The Town is bound to provide two (2) progress reports per year to the Park & Recreation Department detailing the expenditure of the Funds. Said reports will include the amount of Funds expended in that reporting cycle, the amount of Funds spent to date, copies of invoices for Funds expended during that reporting cycle, and copies of all contracts entered into during that reporting cycle that are to be paid out of the Funds. The first report shall be due on the 1st day following the sixth (6th) full month after the effective date of this contract (for example, if the effective date of this contract were January 10th, then the first report will be due on August 1st); each subsequent report shall be due on the first of the month in six month intervals (in the prior example, subsequent reports would be due on February 1st, August 1st, etc...). The reporting requirement will terminate upon the Town providing reports detailing the expenditure of all of the Funds.
- d. The Park & Recreation Department may monitor both fiscal and programmatic compliance with the terms and conditions of this Agreement. The Town shall permit the Park & Recreation Department to conduct Park visits and other techniques deemed reasonably necessary to fulfill the monitoring function. Should the County, in an audit of the Town's records, find a discrepancy of more than ten percent (10%) between the actual amount of Funds expended in the Park, as determined by the audit, and the amounts reported in Section 8 (c), then the Town will reimburse the County the amount of the discrepancy, provided, however, that this provision will only be applicable if the amount reported by the Town is greater than the

amount actually expended, as determined by the audit. Should the Town fail to spend the Funds in accordance with this Agreement within five (5) years of the effective date, then the Town will return to the County, within five (5) days' notice, all of the unexpended Funds.

9. 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 2310
Miami, Florida 33128

Copied to: County Attorney, Miami-Dade County
111 N.W. First Street, Suite 2310
Miami, Florida 33128

Director, Miami-Dade County Park and
Recreation Department
275 NW 2nd Street, 5th Floor
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

10. 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.

- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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 it's Board of County
Commissioners:

By: _____
County Manager

ATTEST:
HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
County Attorney

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TOWN OF MIAMI LAKES,
a municipal corporation

By: _____
Wayne Slaton, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By: _____
Acting Town Attorney

WEISS

20016PG1837

This instrument prepared by and return to:
Laureen A. Varga
Chief Real Estate Officer
General Services Administration
111 NW 1st Street Suite 2460
Miami, Florida 33128-1907

01R428449 2001 NOV 15 10:08

Folio Nos. 32 2016 002 2640 and
32 2016 001 0010 to 0200, inclusive
(Royal Oaks Park)

COUNTY DEED

THIS DEED, made this 30th day of October, 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 Florida municipal corporation, party of the second part, whose address is: 9004 N.W. 154th Street, PMB #378, Miami Lakes, Florida 33016.

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 Royal Oaks Park 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:

SEE EXHIBIT A

20016961838

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

TO HAVE AND TO HOLD the same in fee simple 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 of Miami-Dade County 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 the failure of the Town to abide by any of the restrictions listed in (a) thru (d), 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 Commission. Failure of the Town to cure the violation within the specified time period shall result in the Property automatically reverting to the 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.

WT.REF.

20016PG1839

EXHIBIT A

Tract A Park Site in "Royal Garden Estates" Subdivision according to the plat thereof recorded in Plat Book 155 Page 4, of the Public Records of Miami-Dade County, Florida, and

Lots 1 to 20 inclusive, Block 1, of "Sevilla Estates" Subdivision according to the plat thereof recorded in Plat Book 153 Page 38, of the Public Records of Miami-Dade County, Florida.

