

## MEMORANDUM

Agenda Item No. 5(E)(1)

**TO:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

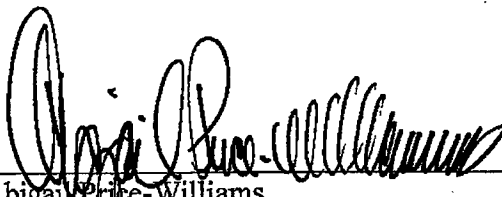
**DATE:** October 2, 2018

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Resolution relating to the Banyan Drive Security Guard Special Taxing District located entirely within the boundaries of the city of Coral Gables, and bounded on the north by Southwest 88 Street, on the east by Southwest 54 Court, on the south by Southwest 98 Terrace, and on the west by Southwest 56 Court; transferring the Special Taxing District to the City of Coral Gables in accordance with section 18-3.1 of the Code; approving and authorizing the County Mayor to execute an Interlocal Agreement for the transfer; authorizing the County Mayor to take all actions necessary to effectuate same

Resolution No. R-964-18

The accompanying resolution was prepared by the Parks, Recreation and Open Spaces and placed on the agenda at the request of Prime Sponsor Commissioner Xavier L. Suarez.

  
Abigail Price-Williams  
County Attorney

APW/cp

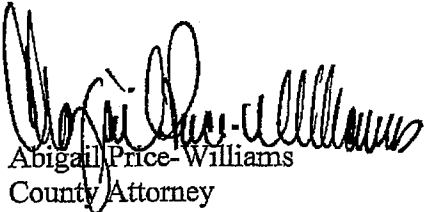


# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

**DATE:** October 2, 2018

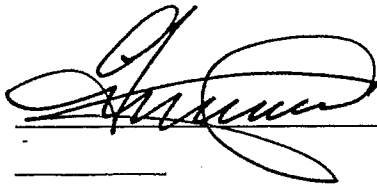
**FROM:**   
Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 5(E)(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 \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_



Mayor

Agenda Item No. 5(E)(1)  
10-2-18

Veto \_\_\_\_\_

Override \_\_\_\_\_

RESOLUTION NO. R-964-18

RESOLUTION RELATING TO THE BANYAN DRIVE SECURITY GUARD SPECIAL TAXING DISTRICT LOCATED ENTIRELY WITHIN THE BOUNDARIES OF THE CITY OF CORAL GABLES, AND BOUNDED ON THE NORTH BY SOUTHWEST 88 STREET, ON THE EAST BY SOUTHWEST 54 COURT, ON THE SOUTH BY SOUTHWEST 98 TERRACE, AND ON THE WEST BY SOUTHWEST 56 COURT; TRANSFERRING THE SPECIAL TAXING DISTRICT TO THE CITY OF CORAL GABLES IN ACCORDANCE WITH SECTION 18-3.1 OF THE CODE OF MIAMI-DADE COUNTY; APPROVING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN INTERLOCAL AGREEMENT FOR THE TRANSFER; 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 Banyan Drive Security Guard 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 designates the governing body of the City of Coral Gables as the governing body of the Banyan Drive Security Guard Special Taxing District.

**Section 3.** The City of Coral Gables shall be responsible for all pre-existing and future liabilities, for the protection of any creditors, whether known or unknown.

**Section 4.** This Board hereby approves the Interlocal Agreement in substantially the form attached hereto, between Miami-Dade County and the City of Coral Gables, and authorizes the County Mayor or County Mayor's designee to execute said agreement.

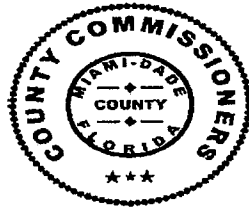
**Section 5.** The City of Coral Gables will take full control of the Banyan Drive Security Guard Special Taxing District as provided in the Interlocal Agreement.

**Section 6.** The provisions of this Resolution shall take effect when approved by a majority vote of the qualified electors residing in the Special Taxing District at an election to be called by this Board and noticed and conducted as this Board shall determine by Resolution.

The foregoing resolution was offered by Commissioner **Xavier L. Suarez**, who moved its adoption. The motion was seconded by Commissioner **Joe A. Martinez** and upon being put to a vote, the vote was as follows:

	Esteban L. Bovo, Jr., Chairman	aye	
	Audrey M. Edmonson, Vice Chairwoman	aye	
Daniella Levine Cava	aye	Jose "Pepe" Diaz	aye
Sally A. Heyman	nay	Eileen Higgins	aye
Barbara J. Jordan	aye	Joe A. Martinez	aye
Jean Monestime	absent	Dennis C. Moss	aye
Rebeca Sosa	absent	Sen. Javier D. Souto	nay
Xavier L. Suarez	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 2<sup>nd</sup> day of October, 2018. 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

HARVEY RUVIN, CLERK

**Christopher Agrippa**

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Ryan Carlin  
Jorge Martinez-Esteve

**TRANSFER OF THE BANYAN DRIVE SECURITY GUARD SPECIAL TAXING DISTRICT FROM MIAMI-DADE COUNTY TO THE CITY OF CORAL GABLES**

THIS AGREEMENT FOR TRANSFER OF THE BANYAN DRIVE SECURITY GUARD SPECIAL TAXING DISTRICT TO BE CREATED BY MIAMI-DADE COUNTY (AGREEMENT), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF CORAL GABLES, 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 to as the "County").

**WITNESSETH**

**WHEREAS**, the City has requested the creation and immediate transfer of control of the Banyan Drive Security Guard Special Taxing District ("**Special Taxing District**") from the County to the City such that the City Commission 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 pre-existing and future liabilities, whether known or unknown,

**NOW, THEREFORE**, in consideration of the covenants herein provided, the City of Coral Gables 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, and a favorable election of the residents for the transfer ("**Effective Date**").
3. Twelve (12) days after the Effective Date, unless a contest of the election is filed pursuant to section 102.168 of the Florida Statutes, the Board of County Commissioners will no longer be the governing body of the Special Taxing District and the City Commission shall be the governing board of the Special Taxing District ("**Transfer Date**"). If a contest is filed, the transfer will occur upon a successful resolution of such contest upholding the election, which is no longer challengeable by any appeal.
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 Effective 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, including, but not limited to, the construction of any guardhouses or other improvements.
9. The City shall be responsible for establishing its own protocols and policies for accessing the Special Taxing District, including, but not limited to, the issuance and use of access devices, if any.
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.

City: City of Coral Gables  
405 Biltmore Drive  
Coral Gables, Florida 33134

County : Miami-Dade County  
Stephen P. Clark Center  
111 Northwest First Street  
Miami, Florida 33128

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

ATTEST: **CITY OF CORAL GABLES, a municipal corporation**

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Manager





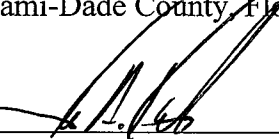
STATE OF FLORIDA                    )  
  )  
COUNTY OF MIAMI-DADE            )

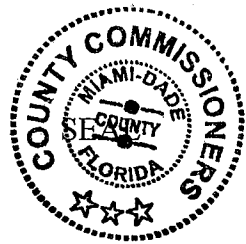
SS:

I, **HARVEY RUVIN**, Clerk of the Circuit and County Court in and for Miami-Dade County, Florida and Ex-Officio Clerk of the Board of County Commissioners of said County, **Do Hereby Certify** that the above and foregoing is a true and correct copy of Resolution No. R-964-18 adopted by said board of County Commissioners at its meeting held on October 2, 2018, as appears of record.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 3<sup>rd</sup> day of October, A.D. 2018.

**HARVEY RUVIN**, Clerk  
Board of County Commissioners  
Miami-Dade County, Florida

By  \_\_\_\_\_  
Deputy Clerk



Board of County Commissioners  
Miami-Dade County, Florida