

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF CORAL GABLES RELATING TO THE OPERATION AND FUNDING OF THE PINECREST BY THE SEA SECURITY GUARD SPECIAL TAXING DISTRICT (ALSO KNOWN AS THE GABLES BY THE SEA-PINECREST SECURITY GUARD SPECIAL TAXING DISTRICT); PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 18 of the Miami-Dade County ("County") Code of Ordinances, on October 6, 2022, the County Board of County Commissioners adopted Ordinance No. 22-122 (the "Ordinance"), reconstituting the existing Gables by the Sea Security Guard Special Taxing District into two separate special taxing districts: the Pinecrest by the Sea Security Guard Special Taxing District (also known as the Gables by the Sea-Pinecrest Security Guard Special Taxing District) (the "District") and the Gables by the Sea-Coral Gables Security Guard Special Taxing District, which districts encompass only those properties located entirely within the Village of Pinecrest (the "Village") and the City of Coral Gables ("Coral Gables"), respectively; and

WHEREAS, on January 10, 2023, the Village Council adopted Resolution No. 2023-5, accepting the transfer of the District to the Village in accordance with County Resolution No. R-896-22 and approving an interlocal agreement relating to the same (the "County Interlocal"); and

WHEREAS, pursuant to the County Interlocal, the Village is fully responsible for the operation and maintenance of the District; and

WHEREAS, Coral Gables has proposed entering into an interlocal agreement (the "Agreement") attached hereto as Exhibit "A" to establish a clear framework for the administration, funding, and operation of the District and define the roles and responsibilities of the Village and Coral Gables in relation to the District's financial transactions; and

WHEREAS, the Village Council desires to approve the Agreement and authorize the Village Manager to negotiate and execute the Agreement with Coral Gables in substantially the form attached hereto as Exhibit "A"; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the citizens of the Village.

BE IT RESOLVED BY THE VILLAGE COUNCIL OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. The Village Council hereby approves the Agreement attached hereto as Exhibit "A" relating to the establishment of a clear framework for the administration, funding, and operation of the District and assignment of roles and

responsibilities of the Village and Coral Gables in relation to the District's financial transactions.

Section 3. Authorization. The Village Council hereby authorizes the Village Manager to negotiate and execute the Agreement with Coral Gables in substantially the form attached hereto as Exhibit "A" and any required or related agreements, amendments, or documents which are required to implement the purposes of this Resolution and the Agreement, subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 13th day of February, 2024.

Joseph M. Corradino, Mayor

Attest:

Priscilla Torres, MMC
Village Clerk

Approved as to Form and Legal Sufficiency:

Mitchell Bierman
Village Attorney

EXHIBIT "A"

**INTERLOCAL AGREEMENT BETWEEN
THE VILLAGE OF PINECREST AND
THE CITY OF CORAL GABLES
FOR THE OPERATION AND FUNDING OF THE
GABLES BY THE SEA SPECIAL TAXING DISTRICT**

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into and made effective this _____ day of _____ 2024 (hereinafter, "Effective Date"), by and between the Village of Pinecrest, Florida, a municipality within Miami-Dade County (hereinafter referred to as the "Village"), and the City of Coral Gables, a municipality within Miami-Dade County (hereinafter referred to as the "City" and collectively with the Village, the "Parties").

WITNESSETH:

WHEREAS, the Gables by the Sea Security Guard Special Taxing District, as it existed on January 1, 2023 ("Former District"), encompassed areas in both the City and Village; and

WHEREAS, Miami-Dade County ("County") adopted Section 18-3.1, Miami-Dade County Code, which allows the County and a municipality, by joint resolutions, to designate the governing body of such municipality as the governing body of a new special taxing district created wholly within the boundaries of such municipality, subject to a majority vote of the qualified electors of the special taxing district; and

WHEREAS, the City and Village were advised by the County in accordance with Section 18-3.1, Miami Dade County Code, that the Former District could not be transferred because it encompassed more than one municipality, and can only be transferred by dissolving it and creating two new special taxing districts, one for the City and one for the Village, with the transfer of the assets of the existing special taxing district to the two newly created special taxing districts as shall be determined by interlocal agreement between the City, the Village, and the County, which could then be operated as one district by interlocal agreement between the City and Village; and

WHEREAS, the Village and the City petitioned County for the dissolution of the Former District and the creation of two new special taxing districts, which would be subsequently transferred to their respective municipalities with the intent of the City being the governing body for both (hereinafter collectively referred to as the "District"); and

WHEREAS, the City, by Resolution No. 2018-94 (Exhibit "A"), expressed its desire for the immediate transfer of control from Miami-Dade County to the City of Coral Gables of the Coral Gables Special Taxing District upon its creation; and

WHEREAS, the Village, by Resolution No. _____ (Exhibit "B"), expressed its desire for the immediate transfer of control from Miami-Dade County to the Village of Pinecrest of the Pinecrest Special Taxing District upon its creation; and

WHEREAS, the County approved the abolishment of the Former District and the creation of the Gables by the Sea – Coral Gables Security Guard Special Taxing District ("Coral Gables Special Taxing District") and the creation of the Gables by the Sea – Pinecrest Security Guard Special Taxing District ("Pinecrest Special Taxing District") in County Ordinance No. 22-122 (Exhibit "C"); and

WHEREAS, on October 6, 2022, the County by Resolution No. R-896-22, approved the interlocal agreement and the transfer of the Coral Gables Special Taxing District (Exhibit "D"); and

WHEREAS, on _____, 2022, the County by Resolution No. R-_____, approved the interlocal agreement and the transfer of the Pinecrest Special Taxing District (Exhibit "E"); and

WHEREAS, the County called, by Resolution No. R-895-22, a special election for the Coral Gables Special Taxing District, providing that the special elections shall be held within the boundaries of the Special Taxing District, the ballot question to be presented for approval or disapproval by a mailed ballot, the noticing requirements, registration

deadline, and the special elections shall be held on December 13,2022, and all marked ballots must be received by 7:00 pm on that day (Exhibit “F”); and

WHEREAS, the County called, by Resolution No. R-_____, a special election for the Pinecrest Special Taxing District, providing that the special elections shall be held within the boundaries of the Special Taxing District, the ballot question to be presented for approval or disapproval by a mailed ballot, the noticing requirements, registration deadline, and the special elections shall be held on December 13,2022, and all marked ballots must be received by 7:00 pm on that day (Exhibit “G”); and

WHEREAS, on December 13, 2022, the residents within the Coral Gables Special Taxing District and Pinecrest Special Taxing District voted for and approved the replacement of the Former District with the creation of the two respective Special Taxing District which would be managed and governed by the City; and

WHEREAS, the primary objective of this Interlocal Agreement is to improve the level of service and security provided within the District by entrusting its control and governance to the City, which is better equipped than the County to manage and administer the District's operations and funding; and

WHEREAS, the Village acknowledges and agrees to remit any funds collected by the Miami-Dade County Property Appraiser on behalf of the District located within the Village, in accordance with the terms and conditions outlined in this Agreement; and

WHEREAS, the parties hereto recognize that this interlocal agreement is essential for establishing a clear framework for the administration, funding, and operation of the District, as well as for defining the roles and responsibilities of the Village of Pinecrest and the City of Coral Gables in relation to the District's financial transactions; and

WHEREAS, Part I of Chapter 163, Florida Statutes (the "Act"), permits the City and the Village, as public agencies under the Act, to enter into interlocal agreements with each other to jointly exercise any power, privilege or authority which they share in common and which each might exercise separately, permitting the City and the Village to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual benefit and thereby provide services and facilities in a manner and pursuant to forms of government organization that will best

serve geographic, economic, population and other factors influencing the needs of the City and the Village; and

NOW THEREFORE, in consideration of the mutual promises, covenants, obligations, duties and benefits herein set forth, and other valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, the parties hereto agree as follows:

Section 1. The recitals set forth above are incorporated herein by reference.

Section 2. City's Obligation

- a. Control and Governance: The City shall have sole responsibility and authority for the administration, funding, and operation of the District, including the determination of security services, budgeting, and financial reporting.
- b. Taxation: The City shall provide the Village annual direction in regard to the required estimated security costs for the Pinecrest Special Taxing District and the applicable assessment rates which need to be adopted by the Village.

Section 3. Village's Obligation

- a. Taxing Collection and Assessment: The Village shall set the applicable assessment rates, adopt the required annual assessment resolutions, and hereby abide by the requirements of Ordinance _____ (herein after known as the "Assessment Ordinance") pursuant to the City's direction on a yearly basis for the properties located within the Pinecrest Special Taxing District.
- b. Remittance: The Village will promptly remit any and all funds collected on behalf of the Pinecrest Special Taxing District to the City, as the City is the governing body for the District and is wholly and entirely responsible for the administration and operation of the District.

Section 4. Termination Rights: Either Party may terminate or revoke this Agreement with or without cause at any time for convenience upon one hundred and eighty (180) days written notice to the other Party, provided that such termination shall be effective on October 1 of the following fiscal year. The Village will remain liable for any funds expended on the District until the control of the District is restored to their respective municipality. Additionally, in the event

this Agreement is terminated, the City shall provide the Village with a financial reconciliation of all known liabilities, assets, and such other financial information pertaining to the City's administration, funding, and operation of the Pincrest Special Taxing District as part of the District for the fiscal year prior to the date of termination.

Section 5. Dispute Resolution: The City and Village shall use their best efforts and diligence to amicably resolve any dispute or disagreement concerning any provision of this Agreement. If the Village and the City cannot resolve their disputes in the best efforts, then the Parties shall resolve any disputes, controversies or claims between them arising out of this Agreement in accordance with the "Florida Governmental Conflict Resolution Act", Chapter 164, Florida Statutes, as may be amended from time to time.

Section 6. Attorney's Fees and Costs: If the City or the Village incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be entitled to recover any and all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation, including any trials and appeals.

Section 7. No Third Party Beneficiaries: Nothing in this Agreement, express or implied, is intended to (a) confer upon any entity or person other than the Parties and their 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.

Section 8. Amendment: No amendment to this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by both the City and the County.

Section 9. No Assignment: The City and Village shall not assign, transfer, pledge or otherwise encumber this Agreement, without the prior consent of the other party.

Section 10. Headings: The headings and paragraph titles utilized throughout this Agreement have been placed herein as a matter of convenience only, and the same shall not be construed in derogation of the language of the remaining provisions of this Agreement.

Section 11. No Possessory Rights: Notwithstanding anything contained herein to the contrary, the Parties acknowledge and agree that no provision of this Agreement shall in any way

be construed as creating: (i) any property rights of any kind for the City in the Special Taxing District area located wholly within the Village; or (ii) any landlord/tenant relationship or leasehold interest of any kind or any possessory rights for the City with respect to the District.

Section 12. Construction: This Agreement shall not be construed more strictly against one Party than against the other, merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that both the Village and the City have contributed substantially and materially to the preparation of this Agreement.

Section 13. Governing Law and Venue: This Agreement and all the terms, conditions and provisions contained herein are governed by and interpreted pursuant to the laws of the State of Florida. All legal matters arising out of, or in connection with this Agreement shall be subject to a court of competent jurisdiction within Florida.

Section 14. Entire Agreement: This Agreement constitutes the entire Agreement between the City and the Village, and any agreement or representation, which is not expressly set forth herein and covered hereby, is null and void. Any amendment, modification, or supplement to this Agreement must be in writing and executed by both the City and the Village.

Section 15. No Waiver of Sovereign Immunity: Notwithstanding any other term in this Agreement, nothing herein shall be deemed a waiver of the City or the Village's immunity, sovereign rights, or limitations of liability as provided by Section 768.28, Florida Statutes as may be amended from time to time.

Section 16. Compliance with Laws: The Parties shall comply with applicable federal, state and local laws, codes, ordinances, rules and regulations in performing their respective duties, responsibilities, and obligations pursuant to this Agreement and with all applicable laws relating to the Project. The Parties shall not unlawfully discriminate in the performance of their respective duties under this Agreement.

Section 17. Notices: All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given on the date such notice is delivered by courier or facsimile transmission or three days after the date mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

Village: _____

ATTENTION: _____
Phone: _____
Facsimile: _____

City: Diana M. Gomez
Finance Director
405 Biltmore Way
Coral Gables, Florida 33134

dgomez@coralgables.com

With copies to:
Cristina M. Suárez
City Attorney
405 Biltmore Way
Coral Gables, Florida 33134

csuarez@coralgables.com

IN WITNESS WHEREOF, the City and the Village have caused this Agreement to be signed and executed effective as of the Effective Date.

VILLAGE OF PINECREST, FLORIDA

(SEAL)

ATTEST:

By: _____

By: _____
Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Village Attorney

CITY OF CORAL GABLES, FLORIDA

(SEAL)

ATTEST:

By: _____
Peter Iglesias, City Manager

By: _____
Billy Y. Urquia, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Cristina M. Suárez, City Attorney