

**TRANSFER OF THE LOCH LOMOND SECURITY GUARD SPECIAL TAXING
DISTRICT FROM MIAMI-DADE COUNTY TO THE TOWN OF MIAMI LAKES**

THIS AGREEMENT FOR TRANSFER OF THE LOCH LOMOND SECURITY GUARD SPECIAL TAXING DISTRICT CURRENTLY MAINTAINED BY MIAMI-DADE COUNTY (**AGREEMENT**), made and entered into this ____ day of _____, 2017, by and between the **TOWN OF MIAMI LAKES, FLORIDA**, a municipal corporation of the STATE OF FLORIDA (hereinafter referred to as the “**Town**”) and **MIAMI-DADE COUNTY**, a political subdivision of the STATE OF FLORIDA (hereinafter referred as the “**County**”).

WITNESSETH

WHEREAS, the Town has requested transfer of the ownership of the assets and control of the Loch Lomond Security Guard Special Taxing District (“**Special Taxing District**”) from the County to the Town such that the Town Commission will become the governing body responsible for the Special Taxing District; and

WHEREAS, the Town and the County are mutually desirous of transferring the Special Taxing District to the Town; and

WHEREAS, the Town 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 Town of Miami Lakes and Miami-Dade County agree as follows:

1. The foregoing recitals are incorporated herein.
2. This Agreement shall become effective upon the last effective date of a joint resolution 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. On October 1, 2018, the County will cease all involvement, including all operations and maintenance for the Special Taxing District, and the Town will be exclusively responsible for the Special Taxing District (“**Completion Date**”).
5. The County will continue to provide service to the Special Taxing District between the Transfer Date and the Completion Date (“**Transition Period**”), but any action requiring board approval will be presented to the Town Commission.

6. Prior to the Transfer Date, the Special Taxing Districts Division of the County shall provide to the Town a preliminary financial reconciliation of all known liabilities for the Special Taxing District.
7. Beginning on the Transfer Date, the Town shall be responsible for all pre-existing and future liabilities of the Special Taxing District, whether known or unknown, and regardless of whether they appear on the financial reconciliation provided by the County.
8. During the Transition Period, the Special Taxing Districts Division of the County will be available to meet with the Town to provide assistance with operations questions.
9. The Town shall be responsible for establishing assessment rates and collecting assessments for the Special Taxing District beginning October 1, 2018. If the Town intends on using the uniform method for the levy, collection, and enforcement of non-ad valorem assessments, the Town 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.
10. The Town shall arrange for transfer of the Special Taxing District's utility accounts into the Town's name, to take effect no later than September 1, 2018. Such utilities include, but are not limited to, Florida Power and Light and Miami-Dade County Water and Sewer.
11. Prior to the Completion Date, the Town shall assume the existing contractual obligations for the Special Taxing District if the County cannot terminate said contracts, or shall procure contracts with vendors to provide all necessary services to the Special Taxing District, including, but not limited to, contracts for the following services: security guards, extermination, janitorial, gate repair, and building repair. The Town's contractors shall commence service on October 1, 2018.
12. Prior to the Completion Date, the Town shall establish its own protocols and policies for the issuance and use of the Special Taxing District's access devices, and the County shall transfer to the Town the Special Taxing District's entire inventory of unissued access devices.
13. Beginning on the Completion Date, the Town's Commission shall be responsible for the continuous operation, maintenance, repair, and replacement, when necessary, of the Special Taxing District's improvements and systems, including, but not limited to, the guardhouse, guardhouse air conditioning, plumbing and electrical, security cameras, and guard gate.
14. Beginning on the Completion Date, the Town shall be responsible for payment of all of the Special Taxing District's expenses.
15. The County shall transfer to the Town, effective on the Completion Date, any active, transferrable warranties on the Special Taxing District's improvements or equipment.

16. Within thirty (30) days of the Completion Date, the County shall provide to the Town 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 Town for payment to or from the Special Taxing District's account.
17. Within sixty (60) days of the Completion Date, the County shall remit to the Town any remaining surplus funds in the Special Taxing District's account, or shall issue an invoice to the Town for any deficit in the Special Taxing District's account.
18. Following expiration of all existing contractual obligations, pursuant to section 2-8.9 of the Code of Miami-Dade County, the Town is encouraged to pay the Living Wage.
19. To the extent allowed by, and subject to the limitations of, section 768.28 of the Florida Statutes, the Town 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 Town's failure to provide services or maintain, repair, replace, or operate the Improvements.
20. The undersigned further agrees that these conditions shall be deemed a continuing obligation between the Town and the County and shall remain in full force and effect and be binding on the Town, and any permitted successors or assigns.
21. In the event that the Town requests any third party to assume any of the responsibilities hereunder, the Town acknowledges that such assumption shall not relieve the Town 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.
22. 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.
23. The language agreed to herein expresses the mutual intent and agreement of the County and the Town, and shall not, as a matter of judicial construction, be construed more severely against one of the parties from the other.

Town: Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

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

IN WITNESS WHEREOF, the Town of Miami Lakes has caused this instrument to be executed by its respective officials thereunto duly authorized, this the day and year above written.

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

By: _____
Gina M. Inganzo, Town Clerk

By: _____
Alex Rey, Town Manager

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

Raul Gastesi, Town Attorney

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA

ATTEST:

By: _____
Mayor or Mayor's
Designee

_____ Date

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

_____ Date