MEMORANDUM

Agenda Item No. 10(A)(2)

TO:	Honorable Chairperson and Member Board of County Commissioners	**DATE**:	July 22, 2003
FROM:	Robert A. Ginsburg County Attorney	**SUBJECT**:	Resolution approving 4th Interlocal Agreement with Palmetto Bay

The accompanying resolution was prepared and placed on the agenda at the request of Commissioner Katy Sorenson.

Robert A. Ginsburg
County Attorney

RAG/bw

/

MEMORANDUM

(Revised)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: July 22, 2003

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 10(A)(2)

Please note any items checked.

_____	**"4-Day Rule" ("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**
_____	**Bid waiver requiring County Manager's written recommendation**
_____	**Ordinance creating a new board requires detailed County Manager's report for public hearing**
_____	**Housekeeping item (no policy decision required)**
✓	**No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 10(A)(2)
7-22-03

RESOLUTION NO. _____

RESOLUTION APPROVING AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE VILLAGE OF PALMETTO BAY FOR THE TRANSITION OF MUNICIPAL SERVICES; AUTHORIZING THE COUNTY MANAGER TO EXECUTE THE AGREEMENT, TAKE ANY ACTION REQUIRED OF THE COUNTY HEREIN AND EXERCISE ANY RENEWAL AND CANCELLATION PROVISIONS THEREIN

WHEREAS, on September 11, 2002, a charter for the Village of Palmetto Bay was approved by the citizens of the village and on November 7, 2002, the village council was sworn into office; and

WHEREAS, the village is desirous for the County to continue providing municipal type services until such time as the village begins to provide these services directly; and

WHEREAS, the village has contracted with Miami-Dade County for the provision of local police patrol services for three years, and will remain a part of the solid waste collection and disposal system, a part of the library and fire-rescue districts, and contracted with Miami-Dade County for the provision of specialized police services in perpetuity;

WHEREAS, the village and the County are desirous to maintain a mutually beneficial relationship which may result in future contracting opportunities,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Agreement by and between Miami-Dade County, Florida, and the Village of Palmetto Bay for the provision and transition of municipal services is hereby approved in substantially the form attached hereto and the County Manager is hereby authorized to execute such agreement in substantially the form

attached hereto, take any action required of the County herein and exercise any renewal or cancellation provisions therein. This agreement becomes effective upon execution.

The foregoing resolution was sponsored by Commissioner Katy Sorenson and offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson
Katy Sorenson, Vice-Chairperson

Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorrin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 22nd day of July, 2003. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Cynthia Johnson-Stacks

FOURTH INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND VILLAGE OF PALMETTO BAY FOR TRANSITION OF MUNICIPAL SERVICES

This agreement by and between the Village of Palmetto Bay and Miami-Dade County, Florida, is entered into this ___ day of July 2003.

Whereas, on September 10, 2002, a charter for the village was approved by the residents of the village and on November 7, 2002, the village council was sworn into office, and,

Whereas, pursuant to Miami-Dade County Resolution No. R-1299-02, the County and the village entered into the First Interlocal Agreement to transfer $300,000 from the anticipated utility tax revenues collected by the County on behalf of the village, and,

Whereas, pursuant to Miami-Dade County Resolution No. R-382-03, the first interlocal agreement between the County and the village was amended to transfer an additional $300,000 from the anticipated utility tax revenues collected by the County on behalf of the village, and,

Whereas, on and subsequent to September 10, 2002, the County has continued to provide police, parks and recreation, public works, code enforcement, building and zoning services, and stormwater management ("municipal services") on an interim basis until the village assumes the services or contracts with the County to provide one or more of the services; and,

Whereas, pursuant to the Miami-Dade County Code, Section 20.26, and article IX, section 9.2 of the village charter, the county will continue to provide fire rescue, library, specialized police services, and solid waste collection services to the village in perpetuity; and,

Whereas, as required by the Miami-Dade County Code, Section 20.26, and article IX, section 9.4 of the village charter, the village has approved an interlocal agreement with the County for the County to provide local patrol police services; and,

Whereas, pursuant to resolution No. R-702-03, the Board of County Commissioners approved the interlocal agreement with the village for the County to provide local patrol police services, and

Whereas, as required by the Miami-Dade County Code, Section 20.26, and article IX, section 9.4 of the village charter, the village has approved an interlocal agreement with the County for the County to provide specialized police services; and,

Whereas, pursuant to resolution No. R-703-03, the Board of County Commissioners approved the interlocal agreement with the village for the County to provide specialized police services, and

Whereas, by emergency ordinance no. 02-02 and ordinance no. 03-05 the village council assumed the authority to make zoning decisions; and,

Whereas, work is in progress on an interlocal agreement for the village to accept title to municipal parks and for the county to continue certain recreation programs until they are transferred to the village; and,

Whereas, the village desires to assume responsibility for building permitting by August 4, 2003, and for planning, recreation, zoning, and other services in the next 90 to 120 days; and,

Whereas, the village and the County desire to enter into a fourth interlocal agreement in order to provide for: (1) the County to continue to provide certain municipal services to the village during the transition period; (2) payment by the village of municipal services rendered by the County from September 10, 2002 to the date of this agreement and to the future dates of assumption of the municipal services by the village; (3) establishing a schedule for the village, directly or through contractors, to provide specified municipal services, or to enter into agreements with the County for it to provide specified services; and (4) the procedure for transfer of municipal services from the County to the village.

NOW THEREFORE, in consideration of the following mutual obligations the parties agree as follows:

ARTICLE I
MUNICIPAL SERVICES DURING THE TRANSITION PERIOD

For the term of this agreement, or until the municipal service is assumed by the village at an earlier date, the County, directly or through its contractors, shall continue to provide planning, zoning, platting, building, code enforcement, public works, parks and recreation, and stormwater services to the village as provided in this agreement.

A. Zoning Administrative Services.

The Miami-Dade County Department of Planning and Zoning shall provide administrative services on applications for zoning hearings and administrative determinations, as described below.

1. Processing of zoning applications. The county Department of Planning and Zoning shall receive and process applications for zoning district

changes, amendments to the zoning map, unusual uses, nonconforming uses, variances, sign variances, administrative variances, administrative site plan approvals. Until August 4, 2003, the County shall continue to process other land development permits as provided by chapter 33 of the Miami-Dade County code (county zoning code), make substantial compliance determinations, and issue zoning clearance letters in connection with applications for building permits for new construction, alterations, or improvements on real property within the village in accordance with the county zoning code and the current practice of the department, including the use of county forms and inspection procedures, for the unincorporated area of the County. Until August 4, 2003, the department will also receive, process and issue certificates of use, as provided by the county zoning code.

2. Place for making applications. All zoning applications shall be made at the offices of the Department of Planning and Zoning at Stephen P. Clark Center, located at 111 N.W. 1st Street, 11th Floor, Miami, Florida.

3. Processing. The department shall accept, process and schedule public hearings on zoning applications for land located in the village. The department shall give the village written notice of all pending and new zoning applications for public hearings. All zoning applications and supporting documents shall be furnished to the village Manager or designee within three days of the determination that the application is bona fide and complete. The date, time and place of the zoning public hearings shall be determined by the village and shall be furnished to the department in adequate time to prepare and publish appropriate notice. The processing of zoning applications by the department shall include one or more reports providing a complete analysis, including site data and historical background, and shall include the department's recommendations, including a recommendation whether the zoning application is consistent with the comprehensive plan and applicable land development regulations. All zoning analyses shall be furnished to the village ten days in advance of the public hearing on the respective zoning applications.

4. Substantial compliance determinations and administrative site plan approvals. The village shall make all substantial compliance determinations in connection with plans previously approved at public hearing by the County or by the village council. The village shall also make determinations on requests for administrative site plan review. Applications for substantial compliance determinations and requests for administrative site plan review shall be referred by the department to the village manager. The department shall provide its recommendations with the transmission of these items. The village manager will make recommendations for action to the village council.

5. Administrative variances. The department shall receive, process and make recommendations to the village on applications for administrative variances from site development criteria for single family, duplex and town house developments. Upon completion of processing, the department shall transmit the applications and recommendations to the village for action by the village council.

6. Modifications. Any modifications to the physical elements of the site plan (i.e., building footprint, parking lot, or landscaping) shall be reviewed and approved by the village manager or designee.

7. Certificate of use. The department shall not issue a certificate of use for any existing development where a change in use is requested unless and until the requested certificate is approved by the village in accordance with the same review procedures described for other development activity. The village shall assume responsibility for certificates of use on August 4, 2003.

8. Legal counsel. The village will provide legal counsel at zoning public hearings and to defend any claims arising out of final actions by the village on the applications.

9. Compensation. The Miami-Dade County Department of Planning and Zoning shall retain all permit fees, penalties, and other fees and charges collected by the Department for any application filed or permits reviewed or issued.

B. Miami-Dade Building Department.

Permitting. The Miami-Dade Building Department shall process and issue building permits for all applications received prior to August 4, 2003, for new construction, alterations, repairs or demolitions on real property within the Village of Palmetto Bay's boundaries. The Miami-Dade Building Department shall process and issue all subsidiary building permits associated with a master permit issued as provided for above to ensure completion of a project. For the purpose of this agreement, a master permit is defined as the primary building permit issued by the Building Official which enables the permit holder to commence construction, alteration, repair, installation or demolition work. A subsidiary permit is any ancillary permit required under the Building Code to complete a project commenced under a master building permit as determined by the Building Official. A subsidiary permit may be in the same or a different trade as the master permit. The Miami-Dade Building Department's services shall include the performance of all required inspections, plan

reviews, and the issuance of the applicable Certificate of Occupancy and/or Certificate of Completion.

1. Permit Records and Reports.

   a. On or before August 15, 2003, the Miami-Dade Building Department shall deliver to the village manager a written report listing each active master permit and subsidiary permit issued within the boundaries of the village. This report shall include the address of the property, the permit numbers, description of permit type, and the dates the permits were issued and the last inspection date and type for the open permits.

   b. The Miami-Dade Building Department shall maintain all other records related to Building Department services performed by the Miami-Dade Building Department within the village's boundaries in accordance with its current practice for the unincorporated area as required by law.

2. Compensation.

   The Miami-Dade Building Department shall retain all permit fees, penalties, and other fees and charges collected by the Miami-Dade Building Department for any application filed or permits issued prior to August 4, 2003. The Miami-Dade Building Department shall retain all permit fees for any required subsidiary permits issued by the Miami-Dade Building Department pursuant to the provisions of paragraph a, above regardless of the date of issue.

3. Expired Permits.

   On or before August 15, 2003, the Miami-Dade Building Department shall provide a report to the village listing any permit for work within the village's boundaries that expired prior to August 4, 2003. The list shall include the permit number, job address, description of permit type and last inspection date and type. Each month thereafter, the Miami-Dade Building Department will provide the village with an updated report listing any permits that expired within the previous 30 days. Copies of any available permit application, plans, files or other documents related to an expired permit may be obtained from the Miami-Dade Building Department upon written request of the village at the cost specified for the reproduction of documents contained in the Miami-Dade Building Department Building Department's fee schedule.

   The village shall be responsible for enforcement actions relating to any expired permit reported to the village by the Miami-Dade Building Department. The village shall also be responsible for the renewal of any expired permit on or after August 4, 2003.

4. Building Department Authority/Responsibility.

The Miami-Dade Building Department in its performance of the services set forth in this agreement is authorized and designated to continue to act on behalf of the village as the village's Building Official in accordance with any applicable building codes and Chapter 468, Florida Statutes until the village assumes responsibility on August 4, 2003. The village will assume responsibility for processing any permit applications submitted on or after August 4, 2003, performing inspections on any permits issued by the village and proceeding with enforcement on expired permits and all cases transferred by the County in accordance with the terms of this agreement. Under this agreement, as of August 4, 2003, the County will only retain authority to process subsidiary permits tied to master permits issued prior to August 4, 2003, and perform all inspections for the master and subsidiary permits issued by the County until the issuance of the Certificate of Completion, Certificate of Occupancy, or expiration of the permit.

5. Enforcement.

The Miami-Dade Building Department shall continue, until August 4, 2003, with any Building Code enforcement case initiated as a result of the receipt of a complaint or opening of a case file prior to August 4, 2003. As of August 4, 2003, the Miami-Dade Building Department shall close all active enforcement cases and provide the village with a copy of the case file.

The Miami-Dade Building Department shall be entitled to retain all fines, fees, costs and penalties resulting from the investigation and pursuit of any enforcement action initiated under 6(a) above regardless of whether the case is closed by the Miami-Dade Building Department or turned over to the village at a future date. This includes the payment of any lien filed or amount paid in satisfaction of a court judgment. In the event a Building Code enforcement case is turned over to the village for completion of any enforcement action, the Miami-Dade Building Department shall be entitled to collect any fines, fees, or penalties owed to the Miami-Dade Building Department as of the date the case is turned over to the village. In addition, the Miami-Dade Building Department shall be entitled to collect all enforcement fees and costs accrued in the matter of any unsafe structures enforcement case that is closed by the Miami-Dade Building Department after this Agreement is executed. If the unsafe structures enforcement case is turned over to the village, then the Miami-Dade Building Department shall only be entitled to recover those fees and costs which have accrued up to the date the case is transferred to the village.

C. Plat Approval Administrative Services.

The Miami-Dade County Public Works Department shall provide administrative services on applications for plat approval and waiver of plat requirements, as described below.

1. Processing applications for plat approval and waiver of plat. The county Public Works Department shall receive and process applications for tentative and final plat approval and for waiver of plat requirements on real property located within the village as provided by chapter 28-1 (L) of the Miami-Dade County code (subdivision regulations), other provisions of the county code and the current practice of the department, including the use of county forms and inspection procedures, for the unincorporated area of the County.

2. Place for making applications. All applications shall be made at the offices of the Division of Land Development Regulation at the Public Works Department at the Stephen P. Clark Center, located at 111 N.W. 1st Street, Miami, Florida.

3. Review by the village. Upon receipt of an application for approval of a tentative plat or waiver of plat, the department shall transmit one copy of the application and one copy of the plat or waiver of plat, to the village manager. Upon completion of the processing and review of the Plat Committee, the department shall transmit one copy of the Notice of Action taken on the tentative plat or the waiver of plat to the village for approval by the village council. Upon receipt by the department of the approval of the tentative plat by the village council, the final plat shall be submitted to the Public Works Department for processing and review. Upon completion of said review, the Public Works Department shall submit the final plat to the village for approval by the village council. The village shall then return the executed final plat to the department for recordation in the Public Records of Miami-Dade County Florida.

4. Legal counsel. The village will provide legal counsel and defend any claims arising out of final actions by the village on the applications.

5. Compensation. The Miami-Dade County Department of Public Works shall retain all plat review fees, penalties, and other fees and charges collected by the Department for any application filed or permits reviewed or issued.

D. Comprehensive Development Master Plan.

1. The village acknowledges, pursuant to article VIII, section 8.3 of the village charter, that the Miami-Dade County Comprehensive Development Master Plan (CDMP) is the controlling master plan for the village until the village prepares and adopts its own comprehensive plan in accordance with chapter 163, Florida Statutes.

2. Until the village prepares and adopts its own comprehensive plan, amendments to the CDMP must be made in accordance with the County's plan amendment process. The village will be given written notice by the County of any applications for plan amendment for property in the village's boundaries. All amendments to the CDMP within the village shall be heard and decided by the village council. The village assumes responsibility for determining all plan amendments.

3. The department shall provide notice to the village, in accordance with the Intergovernmental Coordination Element of the CDMP, of any proposed amendments to the plan or map for areas adjacent to the village.

4. Compensation. The Miami-Dade County Department of Planning and Zoning shall retain all CDMP plan amendment fees, and other fees and charges collected by the Department for any plan amendment application filed, reviewed or issued.

5. Legal counsel. The village will provide legal counsel and defend any claims arising out of final actions by the village on the applications.

E. Code Enforcement Services.

Miami-Dade County Team Metro, and Building Department shall provide code enforcement services in accordance with current practice in the unincorporated area and at current service levels provided in the 2002-03 County budget.

1. Team Metro. Shall provide code compliance experts to address overgrown lots, illegal signs and objects, abandoned vehicles, residential and commercial zoning violations, and minimum housing standards. The department will also address graffiti removal.

2. Building Department. Until August 4, 2003, the department shall, either directly or through contractors, provide code enforcement for building permit violations, unsafe structures, working without permits, and contractor fraud.

F. Public Works Services.

1. The Miami-Dade County Department of Public Works, and other departments, directly or through their contractors, shall provide the following municipal public works services in accordance with Miami-Dade County Standards, Florida Department of Transportation Standards and/or Manual on Uniform Traffic Control Devices Standards and at the service levels provided in the adopted 2002 – 03 County budget. These services include: street and right-of-way maintenance services, including shoulder repair, pothole patching and asphalt patching of sidewalks and bike paths, landscape maintenance and mowing of rights-of-way and medians, swale maintenance, maintenance or replacement of traffic control signs, and maintenance of street lighting.

2. The streets listed in Exhibit A shall remain County streets and shall be maintained by the County. The County shall transfer municipal streets to the village after the execution of this agreement. The transfer of jurisdiction shall be accomplished by resolution prepared and approved by the County and accepted by the village. The transfer shall be effectuated by October 1, 2003. .

3. Countywide funds will continue to be used for installation, maintenance and replacement of street signs, traffic signals and other countywide responsibilities.

G. Parks and Recreation Services.

The Miami-Dade County Park and Recreation Department, directly or through its contractors, shall continue to maintain and provide recreation programs at the Coral Reef Park, Perrine Park and Perrine Wayside Park after the deeds to the property are transferred by the County to the village and the maintenance and program responsibilities are assumed by the village under an interlocal agreement. The time at which county maintenance responsibilities will end will be governed by the terms of the park conveyance interlocal. Actual costs will be charged to the village per the attached unit cost schedule in Exhibit B. Any program costs that exceed fee revenue will be the responsibility of the village. The following services will be provided by the Miami-Dade Parks Department:

1. Grounds and facility maintenance, including open turf and landscaped areas, sport fields, swales, parking lots, recreation and support buildings at Coral Reef, Perrine and Perrine Wayside Parks.

2. Summer recreation program including staff, equipment, supplies and essential commodities at Coral Reef and Perrine Parks.

3. Natural areas management of the Coral Reef Pineland according to the 2003 Management Plan and as periodically amended.

4. In the event that the conveyance has not taken place prior to the commencement of the school year, the county may at its discretion provide after school programming.

H. County Reports.

The Department of Planning and Zoning, and Public Works Department will maintain records in accordance with current practice for the unincorporated area and shall provide the village, within 10 days after the end of each month, a monthly activity report of all services provided during the preceding 30-day period.

ARTICLE II
ASSUMPTION OF SERVICES BY THE VILLAGE

A. Transfer Notice.

When the village desires to provide any of the municipal services that are provided by the County pursuant to this agreement, the village shall deliver a written transfer notice to the County in which the village will identify the service and the date the village will commence providing the service. The transfer notice shall be given not less than the time periods specified below prior to the transfer date.

Planning and zoning	90 days
Public works	30 days
Stormwater management	60 days
Park and recreation services	60 days
Code enforcement	60 days

B. Transition Agreements.

Upon receipt of a transfer notice, the County shall, on the transfer date, cease providing the municipal service specified in the notice. At any time during the life of this agreement, the Planning and Zoning, Public Works, and Park and Recreation Departments shall, upon the village's request, make available to the village all files concerning matters reasonably relevant to the village and provide any information reasonably requested by the village.

C. Payment and Revenue Issues Associated with Transfer of Services.

In the event the village, through a transfer notice begins providing its own municipal services prior to the end of the transition period no further payment will be required from the village to the County for that service after the transfer date other than the payment of any outstanding balances due on the transfer date.

ARTICLE III
FINANCE

The parties acknowledge that residents, property owners and businesses of the Village of Palmetto Bay were responsible for paying and continue to pay County 2002 ad valorem taxes, fees for stormwater management, building permit and zoning application fees, franchise, utility and other revenues for the provision of UMSA municipal services for the period since incorporation on September 11, 2002. In consideration of the receipt of these revenues by the County attributable to the periods after the date of the village's incorporation (September 11, 2002), the County has and shall continue to provide municipal services at the same level of service as had been provided before and since the date of incorporation to the residents and others in the Village of Palmetto Bay through December 31, 2003, or until such time as specific services are transitioned by agreement to the village.

A. Estimated Revenues During The Transition Period 9/11/02 to 9/30/03.

1. *Ad Valorem Taxes* are estimated at $4,001,000 as of May 2, 2003, which represents 95 percent of the actual tax assessment for tax year 2002. The village is eligible to, and shall receive a credit for all ad valorem taxes pro-rated for the period between September 12, 2002 and September 30, 2002.

2. *Electric Franchise Fees* are collected by the County under a franchise agreement with Florida Power & Light Company which expires May 25, 2020. Franchise fees are remitted to the County in July or August of each calendar year for collections occurring in the prior calendar year. The County will provide an accounting of electric franchise fees for the Village of Palmetto Bay. The village is eligible to, and shall receive credit for the net electric franchise fees generated within the city's corporate limits and budgeted by the County for fiscal year 2002-03. These electric franchise fees are estimated at $855,000.

3. *Electric Utility Taxes* are remitted from Florida Power & Light to the County based on electrical usage. The village is eligible to, and shall receive credit for electric utility taxes for the periods between October 1, 2002 and September 30, 2003, and September 11, 2002, and September 30, 2002. The estimated electric utility taxes for the period October 1, 2002 and September 30, 2003, are $1,615,000. The estimate is not net of debt service payments associated with the village's portion of certain Quality Neighborhood Improvement Program (QNIP) bond indebtedness. Pursuant to Resolution R-1299-02 and R-382-03 the county advanced the village $600,000 of utility taxes for startup costs.

   The village will continue to receive the credit for the electric utility taxes throughout future fiscal years until the bonds are retired of the village pre-pays its portion of the debt service. Afterward, the village will receive electric utility taxes directly.

4. *Gas Utility Taxes* are remitted to the County by natural gas providers within Miami-Dade County. The village is eligible to, and shall receive gas utility tax credit for the periods between September 11, 2002 through September 30, 2002, and October 1, 2002, and September 30, 2003. It is estimated at $41,900.

   The village will continue to receive the credit for the gas utility taxes throughout fiscal years until the QNIP bonds are retired or the village pre-pays its portion of the debt service. Afterward, the village will receive gas utility taxes directly.

5. *Water Utility Taxes* are remitted to the County through the Water and Sewer Department. The village is eligible to, and shall receive water utility tax credits for the periods between September 11, 2002, through September 30, 2002, and October 1, 2003, and September 30, 2003. Effective October 1, 2003, water utility taxes will be remitted to the village on a monthly basis. The amount of tax remitted will be reduced by the portion of water and sewer bond indebtedness attributable to the village. Water utility taxes are estimated at $194,000 for the period October 1, 2002, to September 30, 2003, and are not net of bond indebtedness.

6. *Unified Communications Services Taxes* are collected by the State of Florida and remitted to the County. The village is eligible to, and shall receive credit for Communications Services Taxes for the periods of September 11, 2002, to September 30, 2002, and October 1, 2002, to September 30, 2003. The County will continue to credit the Communications Services Tax to the village until such time as the State begins remittance directly to the village. Communications Services Taxes

are estimated are estimated at $1, 588,000 for the period of October 1, 2002, to September 30, 2003.

7. *Occupational License Fees* are collected by the County in August of each year for the coming year. The village is eligible to, and shall receive credit for the UMSA portion of the County's occupational license for the periods September 11, 2002, to September 30, 2002, and October 1, 2002, to September 30, 2003. Specifically, the village is eligible for the occupational license fees billed in August of 2002 and collected in subsequent months as well as any other occupational license fees collected beginning August 2002. The County's revenue estimate fiscal year 2002-03 is $77,000 for UMSA occupational licenses and $15,000 for Palmetto Bay's portion of countywide occupational licenses. These estimates are based on fiscal year 2001-02 actual collections.

   The parties acknowledge their intent to explore the possibility of entering into a separate interlocal agreement to permit the County to continue to collect the Occupational License Fees on behalf of the village in subsequent years and to remit to the village the fees less an agreed upon processing charge.

8. *The One-half Cent Sales Tax* is remitted by the State to the County. The village is eligible to, and shall receive credit for the sales tax for the periods September 11, 2002, to September 30, 2002, and October 1, 2002, to September 30, 2003. The village is also eligible to, and shall receive credit for the sales tax from the County beginning October 1, 2003, until such time as the village receives remittance directly from the State. The estimate of sales tax revenue for the period October 1, 2002, to September 30, 2003, is $1,423,000.

9. *Local Option (Five and Six Cents) Gas Taxes* are remitted by the State to the County. The village is eligible to, and shall receive credit for the Local Option Taxes for the periods September 11, 2002 to September 30, 2002, and October 1, 2002, to September 30, 2003. The village is also eligible to, and shall receive credit for the Local Option Taxes from the County beginning October 1, 2003, until such time as the village receives remittance directly from the State.

   For FY 2002-03, the estimated revenues from the five-cent local option gas tax attributable to the Village of Palmetto Bay are $190,000. The revenues from the six-cent local option gas tax attributable to the village for the same period are estimates at $448,000.

10. *Alcoholic Beverage Fees* are remitted from the State to the County. The village is eligible to, and shall receive credit for alcoholic beverage fees for the periods September 11, 2002, to September 30, 2002, and October 1,

2002, to September 30, 2003, or until the village begins to receive the fees directly from the State. Revenues are estimated at $5,000.

11. *Impact Fees* are collected by the County for Parks, Police, Fire and Emergency Services, Educational Facilities and Public Works services. The village is eligible to, and shall receive credit for impact fees, excluding the administrative portion of the fee, collected within it's village boundaries for Police and Parks Services for the periods September 11, 2002, to September 30, 2002, and October 1, 2002, to September 30, 2003 or until such time as the village and the county agree that the county will no longer collect Police and Parks impact fees for the village. Based on actual collections in fiscal year 2001-02, Police Impact Fees are estimated at $18,207 and Parks Impact Fees are estimated at $96,000. The village will not receive Public Works, Fire and Emergency Services, Educational Facilities Impact Fees that are used to fund projects within districts that include the village of Palmetto Bay.

12. *Fines and Forfeitures* are collected by the County through the Clerk of the Court. The fines and forfeitures are attributable to those collected within the boundaries of the Village. The village is eligible and shall receive credit for fines and forfeitures for the periods September 11, 2002, to September 30, 2002, and October 1, 2002, to September 30, 2003 or until such time as the village contracts for local patrol services. Fines and forfeitures are estimated at $159,000.

13. *Interest Earnings* are paid on the balance of funds attributable to the village during the interim period. The village is eligible and shall receive credit for interest earnings for the periods September 11, 2002, to September 30, 2002, and October 1, 2002, to September 30, 2003 or until such time as the county reconciles the revenues and expenses and remits the net balance to the village. The interest for the interim period is estimated at $100,000.

14. Summary Revenue Estimates. Exhibit C displays revenue estimates as provided by the County for the 12-month period 10/1/02 to 9/30/03.

15. Burglar Alarm. The parties acknowledge their intent to explore the possibility of entering into a separate interlocal agreement to permit the County to administer the Burglar Alarm Ordinance for the village.

B. Expenses During Transition Period.

1. The County provided the village with local police patrol services during the transition period. The transition period services will be billed at $198,056 per month.

2. The County provided the village with specialized police services during the transition period. The transition period services will be billed to the village at $34,399 per month.

3. The County provided and will continue to provide park and recreation services to the village during the transition period. The transition period services will be billed based on actual expenditures of the Park and Recreation Department. It is estimated that the monthly charge for services will be $52,000.

4. The County provided and will continue to provide public work services to the village during the transition period. The transition period services will be billed based on actual costs of the Miami-Dade Public Works Department. Is it estimated that the monthly charge for services will be $21,000.

5. Planning, Team Metro and Others: the County provided these services and will continue to provide them during the transition period. The transition period services will be billed to the village based on 9.3% of direct cost.

6. The County provided and will continue to provide policy formulation and internal support services during the transition period. The transition period services will be billed to the village based on 5.3 percent of direct costs.

7. The County has issued $77,640,000 Public Service Tax Revenue Bonds (UMSA Public Improvements) Series 1999 (the "Series 1999 Public Service Bonds") referred to as (QNIP) Quality Neighborhood Improvement Program, currently outstanding in the principal amount of $71,295,000, prior to the Village's incorporation payable from Public Service Taxes collected in the unincorporated area. The village will be responsible for the QNIP projects completed within the municipal boundaries. The FY 02-03 payment for the Village of Palmetto Bay is $207,000. The bonds will mature in 2024.

8. Mitigation: The mitigation amount payable for FY 2002-03 is $1,578,000. In subsequent years the mitigation amount payable by the village will be adjusted in accordance with the Village Charter.

Except as otherwise provided for in this agreement, as the village assumes the provision of municipal services, County charges for the services shall cease in accordance with the terms of this agreement.

C. Reconciliation and Transfer of Revenues.

The net revenues described in Article III. A. accrue to the benefit of the village as described therein. The county is entitled to be compensated for the provision of services identified in Article III. B. The village is entitled to, and shall receive all net revenues, defined as the difference between revenues and expenses, as described in Articles III. A and B. These amounts are summarized in Exhibit C.

The County shall provide a monthly accounting of actual revenues and expenses described in Articles III. A. and B.

The County shall continue to provide a monthly financial accounting for the remainder of the fiscal year, June 1, 2003, to September 30, 2003. This accounting shall be completed no later than 45 days after the month end

Subject to further discussion with and approval by the County Manager and the County Budget Director, the parties agree that the County shall, between October 1, 2003, and October 15, 2003, provide a payment to the village in an amount equal to ninety percent (90%) of the net revenues accrued, as defined above.

The County shall provide a final accounting and reconciliation for the period September 11, 2002, through September 30, 2003, no later than December 15, 2003. The County shall, by December 15, 2003, remit to the village fifty percent (50%) of net revenues accrued and which remain due to the village, if any. The County shall, by December 15, 2004, remit to the village the remaining fifty percent (50%) of net revenues accrued and which remain due the village, if any.

ARTICLE IV
SERVICES EXCLUDED FROM THIS AGREEMENT

This agreement does not apply to, and the county shall continue to provide, the following services:

Library	Special taxing district.
Fire-Rescue	Special taxing district.
Water and Sewer Services	The village is included in the area served by the Water and Sewer Authority Department. Residents are billed directly for the service.
Solid Waste Collection	As a permanent special condition for incorporation, village residents are required

	to remain in the County's solid waste collection system.
Specialized Police Services	As a permanent special condition for incorporation, the village is required to contract with and pay for specialized police services from the Miami-Dade County Police Department.
Local Patrol Police Services	As a special condition for incorporation, the village is required to contract with and pay for local patrol police services from the Miami-Dade County Police Department for an initial period of three years from a mutually agreed upon date.
Special Taxing Districts	See Exhibit D

ARTICLE V
INDEPENDENT CONTRACTOR

The County is, and shall be, in the performance of all work, services and activities under this agreement, an independent contractor and not an employee, agent or servant of the village. Nothing in this agreement shall be construed to create an employment relationship between the village and any County employees. In furtherance of this provision:

1. All personnel employed by the County in the performance of this agreement shall be and remain county employees.

2. The County shall have and maintain the responsibility and control of the services rendered, standards of performance, discipline of personnel, all personnel-related matters and other matters incident to the performance of the services, duties and responsibilities, as described and contemplated in this agreement.

3. County shall be solely responsible for all employee insurance benefits, civil service benefits, compensation and, or, any status or rights during the course of employment with County. Accordingly, the village shall not be called upon to assume or share any liability for, or direct payment of, any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits under Chapter 440, Florida Statutes, or any other benefites of employment to any County personnel performing services, duties and responsibilities under this agreement for the benefit of the village, or any other liabilities whatsoever.

ARTICLE VI
INDEMNIFICATION

A. Village Indemnification of County.

To the extent permitted by law and as limited by section 768.28, Florida Statutes, the village shall defend, indemnify and hold harmless County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which County or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this agreement by the village, its employees, officers and agents. County shall promptly notify the village of each claim, cooperate with the village in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the village's participation.

B. County Indemnification of Village.

To the extent permitted by law and as limited by section 768.28, Florida Statutes, County shall defend, indemnify and hold harmless the village and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the village or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this agreement by County, its employees, officers, and agents. The village shall promptly notify County of each claim, cooperate with County in the defense and resolution of each claim and not settle or otherwise dispose of the claim without County's participation.

C. Survival of Obligations.

The indemnification provisions of this agreement shall survive termination of this agreement for any claims that may be filed after the termination date of the agreement provided the claims are based upon actions that occurred during the performance of this agreement.

ARTICLE VII
REMEDY FOR DEFAULT

A. Termination of Agreement for County's failure to Provide Service.

1. The village may terminate this agreement in its entirety, or for a specified municipal service, for an event of default unless the default is cured as provided in this article. . An event of default by the County is defined for

purposes of this agreement as a material failure to comply with the terms of this Agreement.

2. If an event of default occurs, in the determination of the village, the village shall notify County, specify the basis for the default and advise County that the default must be cured to the village's reasonable satisfaction within a 30-day period. The village may grant additional time to cure the default, as the village may deem appropriate, without waiver of any of the village's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and continuity during the 60-day period, or any longer period which the village prescribes.

B. Specific Performance.

1. Essential public services. The services provided by County under this agreement are essential public services. In the event of default or any breach of a material term or condition of this agreement by the county, the county, upon receipt of a written request from the village, shall remedy the breach within 30 days of receipt of the request. If the breach is not cured within the specified time period, the village may utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach.

2. Other remedies. The village reserves all available remedies afforded by law to enforce any term of condition of this agreement.

ARTICLE VIII
TERM

This agreement shall be effective upon execution by Miami-Dade County. This agreement shall expire at midnight on December 31, 2003, unless terminated earlier as specified in Article VII, or extended by the county manager as provided in Article IX.

ARTICLE IX
EXTENSION OF AGREEMENT

The County Manager is authorized to extend the term of this agreement for an additional six months upon a written request from the village (the first "renewal period"). The written request must include an update of the timetable required in Section III. A. of this agreement and must be provided to the County thirty (30) days prior to the expiration of this contract on December 31, 2003.

The County Manager may renew this agreement for an additional six months after expiration of the first renewal period upon a written request from the

village (the "second renewal period"). The written request must include an update of the timetable required in Section III. A. of this agreement and must be provided to the County forty-five (45) days prior to the end of the first renewal period.

ARTICLE X
RECORDS, INSPECTION, AUDIT

County shall keep records with respect to the expenditure of funds paid by the village and the services provided to the village under this agreement. All the records shall be retained by County for a minimum of three years from the date of termination or expiration of this agreement. County shall maintain accounting records on expenditures under this agreement in accordance with generally accepted accounting standards, generally accepted government accounting standards, and other applicable standards.

The village manager or his, or her, designee may inspect and audit the records upon reasonable notice to County. Reasonable notice should include a written request no less than seven working days prior to the intended site visit and the identification of the specific records to be inspected.

County shall provide access to the village manager or his, or her, designee to the records during regular business hours. County agrees to provide the assistance, as may be necessary, to facilitate the inspection or audit by the village to insure compliance with applicable accounting and financial standards.

Should the village, in any audit of County's records, find a discrepancy between the actual amount of funds paid by the village and the actual services received by the village from County, or the costs of the services, or the village finds a discrepancy in the amounts provided in the reconciliation by County, then County shall, within 30 days of receipt of written notification from the village manager, either credit or debit the village the amount of the discrepancy or refund the amount. If County disagrees with the village's audit, County shall notify the village manager within 15 days of the receipt of the audit findings requesting an independent audit. The village manager and the county manager shall mutually agree to the selection of an independent auditor to review the audit and resolve the discrepancies. The auditor's fee will be paid by both parties equally.

ARTICLE XI
AUTHORITY TO EXECUTE; NO CONFLICT CREATED

The county manager, by execution of this agreement, represents to the village that he has full power and authority to make and execute this agreement pursuant to the resolution of the county commission.

The village manager, by the execution of this agreement, represents to the County that he has full power and authority to make and execute this agreement pursuant to the resolution of the village council.

ARTICLE XII
NOTICE

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

Village:
Village Manager
Village of Palmetto Bay
8950 SW 152nd Street
Palmetto Bay, Florida 33157

and
Village Attorney
c/o Earl G. Gallop
Nagin Gallop Figueredo, P.A.
3225 Aviation Avenue – Suite 301
Miami, Florida 33133

County
County Manager
Miami-Dade County
Stephen P. Clark Center
111 NW First Street
Suite 2910
Miami, Florida 33128

and
Office of the County Attorney
Stephen P. Clark Center
111 NW First Street
Suite 2810
Miami, Florida 33128

ARTICLE XII
NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this agreement.

ARTICLE XIV
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the agreement.

The exhibits referred to and annexed to this agreement are made a part of this agreement.

If a court of competent jurisdiction renders any provision of this agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this agreement.

ARTICLE XV
BINDING EFFECT

This agreement shall insure to the benefit of, and be binding upon, the respective parties' successors.

(Signature Page Follows)

ATTEST:

VILLAGE OF PALMETTO BAY,
a municipal corporation

By: Charles Scurr

Charles Scurr
Village Manager

Meighan Pier

Meighan Pier
Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: Earl G Gallop
Earl G. Gallop
Village Attorney

MIAMI-DADE COUNTY
A political subdivision of the
State of Florida

By it's Board of County
Commissioners:

_____
County Manager

ATTEST:
HARVEY RUVIN, CLERK

By_____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By_____
County Attorney

Fourth Interlocal Agreement Between Miami Dade County and Village of Palmetto Bay for Transition Municipal Services

Exhibit A
County Maintained Roads

- SW 136th Street from US-1 to Old Cutler Road east of SW 62 Avenue
- SW 144th Street from US-1 to SW 62nd Avenue
- SW 152nd Street from US-1 to SW 67 Avenue
- SW 168th Street from US-1 to Old Cutler Road
- SW 184th Street from US-1 to Old Cutler Road
- SW 97th Avenue from SW 184th Avenue to US-1
- SW 87th Avenue from SW 184th Avenue to North Terminus
- SW 77th Avenue from Old Cutler Road to SW 136th Street
- Old Cutler Road from SW 184th Street to SW 136th Street
- SW 67th Avenue from SW 152nd Street to SW 136th Street

EXHIBIT B

MANAGEMENT PLAN
FOR
CORAL REEF PARK PINELAND

Prepared by:
Jane Griffin Dozier
Miami-Dade County Park & Recreation Department
Natural Areas Management Division

May 2003
(Revised)

Exhibit B
Fourth Interlocal Agreement between Miami-Dade County and the Village of Palmetto Bay – Transition of Municipal Services

MANAGEMENT PLAN FOR CORAL REEF PARK PINELAND

I. GENERAL INFORMATION

A. Purpose and Scope of the Management Plan

The purpose and scope of this Management Plan is to propose long-term management guidelines for the pineland at Coral Reef Park to ensure the viability of this natural area.

B. Site Description and History

Coral Reef Park is currently owned and operated by Miami-Dade County Park & Recreation Department. However, in the future, it will be taken over by the newly incorporated Village of Palmetto Bay. Coral Reef Park is located at 7895 Southwest 152 Street. It is a multi-use park that includes ballfields, playgrounds, tennis courts, jogging/walking trails, and a natural area (see attached site map).

The natural area is a five-acre pine rockland, which has been managed by the Park & Recreation Department's Natural Areas Management (NAM) Division since 1993. NAM's primary work at the site has been the removal of exotic vegetation. A wildfire occurred just prior to NAM managing the site. Another fire occurred in April 1998. This fire was apparently started by local youth. Incidents of dumping along the edges of the pineland have occurred, and there are still problems with encroachment from active recreational activities at the park, primarily, the storage of soccer equipment on the northern edge of the pineland.

C. Site Significance

Pine rocklands historically covered over 160,000 acres along the Miami Rock Ridge. Today, less than 4,400 acres remain, these being severely fragmented by development. Pine rocklands are considered critically imperiled on a state and global scale. Coral Reef Park Pineland is a relatively high quality pineland and contains several listed plant species, including the Deltoid spurge (*Chamaesyce deltoidea*), State and Federally listed as endangered. Pinelands also serve as habitat for a number of bird and butterfly species. Coral Reef Park Pineland is especially able to serve this purpose, as the park is a much-needed green space within an urban setting. The atala butterfly (*Eumaeus atala*), once thought to be extinct, has been documented at this site. The atala butterfly's food source is coontie (*Zamia pumila*), which is present in this pineland, and is State listed as commercially exploited.

II. MANAGEMENT CONSIDERATIONS

NAM has been managing this pineland since 1993, following a wildfire. Exotic invasive species that have been treated include burma reed *(Neyraudia reynaudiana)*, Brazilian pepper (*Schinus terebinthifolius*), Queensland umbrella (*Schefflera actinophyllia*), woman's tongue (*Albizia lebbeck*), lead tree (*Leucaena leucocephala*), and sewer vine (*Paederia foetida*). Listed native

plant species on site include the Deltoid spurge, pineland jacquemontia (*Jacquemontia curtisii*), pineland lantana (*Lantana depressa*), and silver palm (*Coccothrinax argentata*).
At present, this pineland has a relatively low level of exotic infestation, though sewer vine has been persistent. In order to preserve this threatened plant community, the pineland must be managed using a combination of routine exotic vegetation treatment and a prescribed burning regime. In addition, biological management should be conducted by augmenting the slash pine canopy and reducing hardwoods, as necessary. NAM recently conducted hardwood reduction at the site in April 2003. Another consideration in reducing hardwoods is one of safety and security. These hardwoods, primarily live oak, have occurred throughout this pineland, but were particularly prevalent along the edges. They invade a pineland due to absence of fire. The jogging/walking trail abuts the southern and eastern edges of the pineland, so the reduction of hardwoods has opened up the area and provided greater visibility for users of the trail.

Soccer fields abut the pineland on its northern edge, and a sodded area is immediately adjacent to the west. Equipment for the soccer field is being stored immediately adjacent to the northern edge of the pineland. Past problems at the park have included dumping asphalt and mulch into the pineland, and the setting of a fire by local youth. Park personnel and patrons, as well as contractors doing work at the park, need to be made aware of the significance of the pineland so that further incidents that could be detrimental to the natural area will not occur.

Coral Reef Park is heavily used by the public. This would provide an excellent opportunity to educate park visitors about pine rocklands by installing an interpretive sign along the jogging/walking trail.

The presence of the atala butterfly should be taken into consideration during mosquito spraying operations. Spraying near the pineland should be avoided to prevent inadvertently killing this and other butterfly species, and their larvae.

III. MANAGEMENT GOALS AND ACTIONS

A. **Restore and maintain Coral Reef Park Pineland to preserve and enhance its natural resource value by applying appropriate management techniques.**

Recommended actions:

1) Plant slash pine seedlings (*Pinus elliottii* var. *densa*) to mimic patchiness of pine rockland stands, and to re-establish the native canopy.
2) Ensure that management actions for removal of exotic vegetation and native hardwoods enhance the pine rockland understory and minimize disturbance of the substrate.
3) Implement a prescribed fire regime to reduce exotics, reduce hardwood succession, reduce heavy fuels, and maintain and improve floral diversity.

B. **Ensure the long-term viability of federal and state listed rare and endemic species and subspecies, and other varieties of pineland plants and wildlife.**

Recommended actions:

1) Conduct a biological survey to determine population size and location of federal and state listed plant species.
2) Disseminate location information to appropriate agencies that could potentially affect those species (Miami-Dade County Park & Recreation Natural Areas Management, Village of Palmetto Bay Park & Recreation personnel, Miami-Dade County Department of Environmental Resources Management, State of Florida Division of Forestry).
3) Conduct annual surveys of federal and state listed plant species to monitor the effects of management on the plant community.
4) Document wildlife observations during routine inspections to monitor the presence of the atala butterfly, as well as other species using the pineland.
5) Conduct annual bird surveys during migratory season.

C. Protect Coral Reef Park Pineland from adverse human impacts.

Recommended actions:
1) Increase signage identifying the pineland as a "Protected Natural Area."
2) Educate park personnel regarding the significance of the pine rockland plant community.
3) Conduct routine inspections to monitor the pineland.

D. Improve public awareness and appreciation of pine rocklands.

Recommended actions:
1) Establish a minimum of one interpretive sign along the jogging/walking trail that skirts the southern edge of the pineland, focusing on the plant community and the benefit and necessity of fire.
2) Make educational materials available in the park's office regarding Miami-Dade County's natural areas.

IV. MANAGEMENT REQUIREMENTS

Although NAM has been conducting management activities at Coral Reef Park Pineland for some time now, reevaluating the site has revealed the need to take several actions as soon as possible. Additional "Protected Natural Area" signs should be installed to make park personnel and patrons aware of the need to protect the pineland. The installation of additional signs will hopefully eliminate the occurrence of the pineland being used to dump or store materials. In addition, a minimum of one interpretive sign should be installed on one end of the jogging trail that skirts the southern edge of the pineland. This sign can describe pine rockland plant communities and their globally imperiled status, as well as the benefit and necessity of fire to pine rocklands. This will provide an educational opportunity for park visitors. The costs for these actions are broken down in the attached budget, and shown under Year 1.

Miami-Dade County's pine rocklands are adapted to fire, an occurrence that plays a significant role in the overall health and survival of our globally imperiled pine rocklands. Periodic fire, preferably occurring in the early wet season, aid in seed germination, the reduction of exotic vegetation, and the reduction of hardwood succession. Historically, fires occurred through

lightning strikes. In Coral Reef Park's urban setting, prescribed burning would occur under the close supervision of trained fire personnel. Prescribed burning would need to be conducted every three to four years. Three burns over a ten-year period (with a 5% increase per year) total $26,924. It is recommended that slash pine seedlings be planted following the first prescribed burn in order to augment the pine population at the site.

An estimate of the total management costs over a ten-year period at Coral Reef Park Pineland equals $103,600. A 10% contingency cost for unanticipated needs brings the total to $113,960. Some of the costs in Year 1 are one-time expenditures (signs), while yearly recurring costs for the ten-year estimate include project management (e.g., site inspections, public outreach), exotic control, and plant and animal surveys. The project management costs and surveys have a 3% cost increase per year, and the exotic control has a 5% cost increase per year. The budget is included with this management plan.

In the future, the Village of Palmetto Bay should consider installing fencing along the northern and western edges of the pineland to further provide a definitive boundary for the natural area. (The jogging/walking trail establishes a boundary on the eastern and southern edges.) A low split-rail fence is recommended.

Coral Reef Pineland Management Budget (10-year estimate)

MANAGEMENT ACTIONS	COSTS
YEAR 1	
Interpretive sign (1)	$2,400
"Protected Natural Area" signage (5)	$2,500
Exotic vegetation control	$4,000
Plant and wildlife surveys	$750
Project management	$1,000
Total Year 1 costs	**$10,650**
YEAR 2	
Prescribed burn	$7,698
Exotic vegetation control	$4,200
Plant slash pine seedlings	$1,400
Plant and wildlife surveys	$773

Exhibit B
Fourth Interlocal Agreement between Miami-Dade County and the Village of Palmetto Bay – Transition of Municipal Services

MANAGEMENT ACTIONS	COSTS
poject management	$1,030
Total Year 2 costs	**$15,101**
YEAR 3	
Exotic vegetation control	$4,410
Plant and wildlife surveys	$796
Project management	$1,061
Total Year 3 costs	**$6,267**
YEAR 4	
Exotic vegetation control	$4,631
Plant and wildlife surveys	$820
Project management	$1,061
Total Year 4 costs	**$6,544**
YEAR 5	
Prescribed burn	$8,911
Exotic vegetation control	$4,862
Plant and wildlife surveys	$844
Project management	$1,126
Total Year 5 costs	**$15,743**
YEAR 6	
Exotic vegetation control	$5,105
Plant and wildlife surveys	$869
Project management	$1,159
Total Year 6 costs	**$7,133**
YEAR 7	
Exotic vegetation control	$5,361
Plant and wildlife surveys	$896
Project management	$1,194
Total Year 7 costs	**$7,451**
YEAR 8	
Prescribed burn	$10,315
Exotic vegetation control	$5,628
Plant and wildlife surveys	$922
Project management	$1,230
Total Year 8 costs	**$18,095**
YEAR 9	

Exhibit B
Fourth Interlocal Agreement between Miami-Dade County and the Village of Palmetto Bay – Transition of Municipal Services

MANAGEMENT ACTIONS	COSTS
Exotic vegetation control	$5,910
Plant and wildlife surveys	$950
Project management	$1,267
Total Year 9 costs	**$8,127**
YEAR 10	
Exotic vegetation control	$6,205
Plant and wildlife surveys	$979
Project management	$1,305
Total Year 10 costs	**$8,489**
Total costs over 10 years	**$103,600**
10% contingency cost = $13,357	**$113,960**

Exhibit B
Fourth Interlocal Agreement between Miami-Dade County and the Village of Palmetto Bay – Transition of Municipal Services

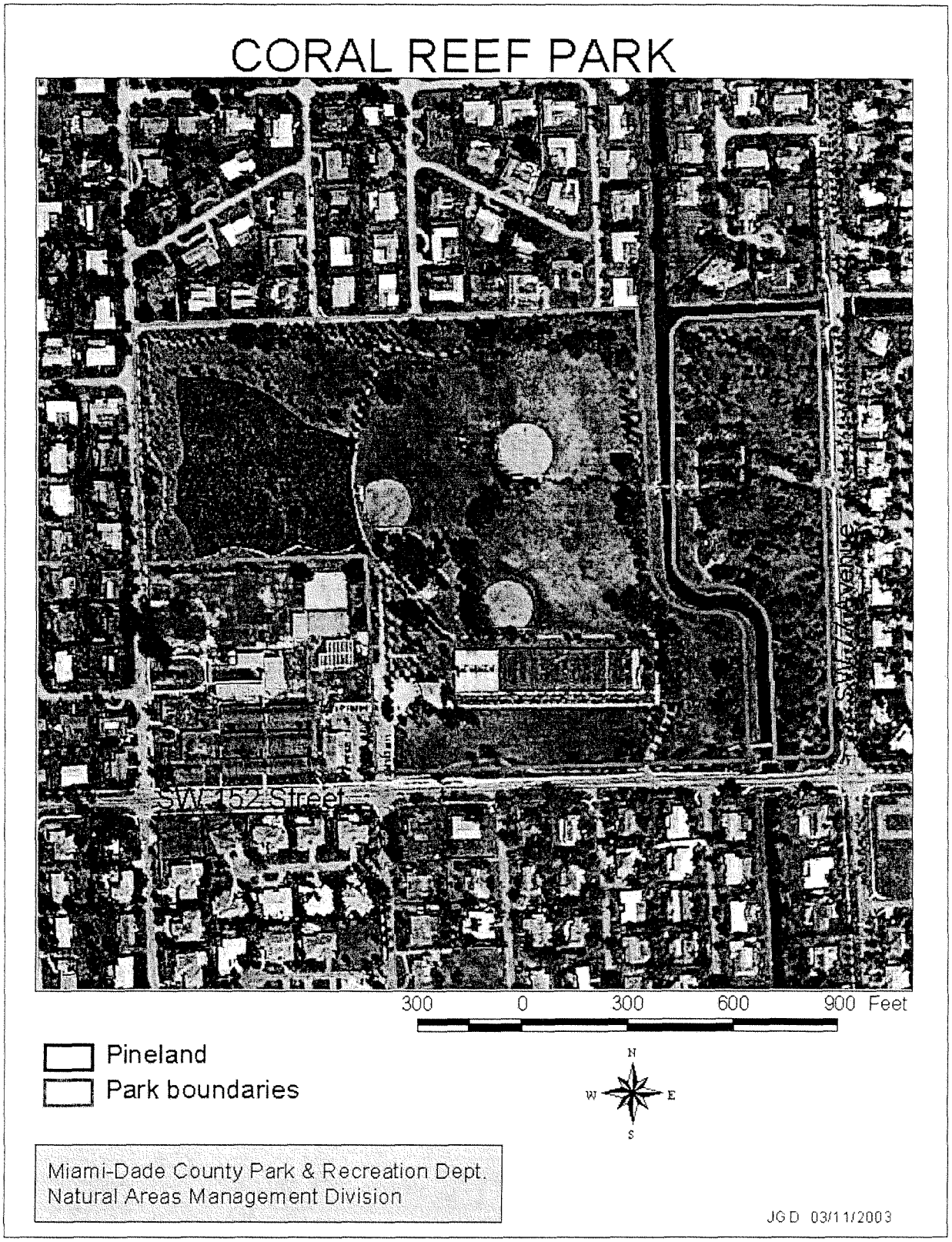

Exhibit C

Fourth Interlocal Agreement Between Miami-Dade County and the Village of Palmetto Bay - Transition of Municipal Services

Page # Interlocal	REVENUES*		FY02-03 Estimate
P. 5	**Building, Planning & Zoning Fees**	$	-
	County retains until Village assumes services.		
P. 11	**Ad Valorem Taxes**	$	4,001,000
	County will forward delinquent ad valorem taxes.		
P. 11	**Electrical Franchise Fees**	$	855,000
P. 12	**Electrical Utility Taxes**	$	1,615,000
P. 12	**Gas Utility Taxes**	$	41,900
P. 12	**Water Utility Taxes**	$	194,000
P. 12	**Unified Communications Tax**	$	1,588,000
P. 13	**Occupational License Fee - County**	$	15,000
P. 13	**Occupational License Fee - Municipal**	$	77,000
P. 13	**Half Cent Sales Tax**	$	1,423,000
P. 13	**Local Option Gas Taxes (5 Cents)**	$	190,000
P. 13	**Local Option Gas Taxes (6 Cents)**	$	448,000
P. 13	**Alcoholic Beverage Fees**	$	5,000
P. 14	**Interest Earnings**	$	100,000
P. 14	**Ticket & Other Police Enforced Fines**	$	159,000
	TOTAL TAXES & INTERGOVERNMENTAL	$	10,711,900
	Impact Fees		
P. 14	Police	$	18,207
P. 14	Parks	$	96,000
	TOTAL MISCELLANEOUS (IMPACT FEES)	$	114,207
	REVENUES FOR INTERLOCAL AGREEMENT	$	10,826,107

*Revenue estimates are subject to final reconciliation per Interlocal Agreement.

Exhibit C

Fourth Interlocal Agreement Between Miami-Dade County and the Village of Palmetto Bay - Transition of Municipal Services

Page # Interlocal	EXPENSES*		FY02-03 Estimate
P. 5	**Building, Planning & Zoning Fees** County retains until Village assumes services.	$	-
P. 6	**Building Department Enforcement** $450/case after 7/1/03 at request of Village	$	-
P. 14	**Local Police Patrol** FY02-03 at $198,056/month FY03-04 at $298,000/month	$	2,376,672
P. 15	**Specialized Police Services** F02-03 at $34,399/month Same for FY03-04	$	412,068
P. 15	**Parks & Recreation Services** FY02-03 at $52,000/month	$	624,000
P. 15	**Public Works Services** FY02-03 at $21,000/month	$	252,000
P. 15	**Planning, Team Metro & Others** 9.3% of direct costs	$	340,821
P. 15	**Policy Formulation/Internal Support** 5.3% of direct costs	$	194,231
P. 15	**QNIP Bond Payments**	$	206,765
	TOTAL EXPENSES PER INTERLOCAL AGREEMENT	$	4,406,557

*Expenditure estimates are subject to final reconciliation per Interlocal Agreement.

Page # Interlocal	SUMMARY		FY02-03 Estimate
SUMMARY			
	REVENUES PER INTERLOCAL	$	10,826,107
	Less: EXPENDITURES PER INTERLOCAL	$	(4,406,557)
	SUBTOTAL	$	6,419,550
P. 15	**Less: MITIGATION FOR FY02-03**	$	(1,578,000)
	SUBTOTAL	$	4,841,550
	Less: FUNDS ADVANCED TO DATE	$	(600,000)
	SUBTOTAL	$	4,241,550
	TOTAL ESTIMATED SURPLUS FOR TRANSFER TO VILL	$	4,241,550

Exhibit D

Fourth Interlocal Agreement Between Miami-Dade County and the Village of Palmetto Bay - Transition of Municipal Services

SPECIAL TAXING DISTRICTS

PALMETTO BAY

		PROJECTED EXPENSES FY 02/03			
DIST NO.	DISTRICT NAME	* LIGHTS YEARLY SERVICE COST	** LIGHTS YEARLY ADMIN COST	*** DISCOUNT	TOTAL DISTRICT BUDGET 02-03
L-50	HOWARD DRIVE	14,136.24	4,454.26	739.83	20,265.13
L-58	LAUREL HILL PARK	7,231.92	1,386.17	363.88	9,272.88
L-265	FLAMINGO FARMS ESTATES	4,408.92	286.26	168.21	4,923.46
L-279	ROYAL CUTLER EST.	2,386.32	137.45	56.30	2,608.92
L-280	ALLISON ESTATES	1,919.28	116.84	58.79	2,119.44
L-283	MIRELDA ESTATES	5,368.56	367.82	122.68	5,936.25
L-539	HEAVENLY ESTATES	1,198.08	50.71	42.81	1,302.24
L-551	KARENERO	371.04	60.55	29.76	474.06
L-619	MAYTE SOUTH	2,384.28	220.30	87.57	2,738.38
L-622	EMERALD OAKS	990.84	97.75	41.81	1,150.91
L-626	DADESKY SUBDIVISION (CREATED BUT NOT ASSESSED)	0.00	0.00	0.00	0.00
L-639	MANSIONS OF PINE GLENN	853.56	76.32	35.59	981.49
L-664	HAMPTONS	487.92	16.07	20.68	528.04
L-692	CHANA ROSE ESTATE (CREATED BUT NOT ASSESSED)	0.00	0.00	0.00	0.00
L-837	MARDEL ESTATES (CREATED BUT NOT ASSESSED)	0.00	0.00	0.00	0.00
	TOTALS	**41,736.96**	**7,270.50**	**1,767.91**	**52,301.20**

* Total yearly service cost includes electricity usage and maintenance costs of lights

** Total yearly admin. cost includes Special Taxing Dist. Admin. cost, County Admin cost, and County Attorney Admin cost

*** Early payment discount