

MEMORANDUM

IMFR

Agenda Item No. 2U

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: April 12, 2006

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Resolution approving an
Interlocal Agreement with
Cutler Bay for advance

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


Murray A. Greenberg
County Attorney

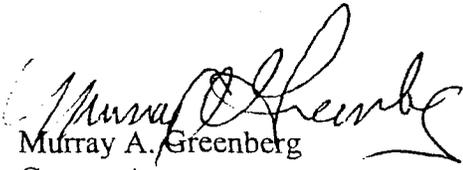
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MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez **DATE:**
and Members, Board of County Commissioners

FROM: 
Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No.

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

Agenda Item No.

Veto _____

Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING THE EXECUTION OF THE SECOND INTERLOCAL AGREEMENT WITH THE CITY OF CUTLER BAY; AUTHORIZING THE COUNTY TO PROVIDE AN ADVANCE PAYMENT OF \$600,000.00 TO THE TOWN OF CUTLER BAY FROM UTILITY TAXES AND OTHER FUNDS COLLECTED ON BEHALF OF CUTLER BAY SUBJECT TO THE TERMS OF THE ATTACHED INTERLOCAL

WHEREAS, the Town of Cutler Bay (the "Town") is requesting an advance of \$600,000.00 of utility tax collections and other funds collected by the County on behalf of the Town; and

WHEREAS, the Town agrees that it shall repay the County any amounts not collected by the County on behalf of the Town, in accordance with the terms set forth in the attached Interlocal Agreement; and

WHEREAS, the Town has expressed its need to have immediate access to available funds in order to continue necessary staffing for the provision of municipal services to its residents; and

WHEREAS, the Town Council has formally requested that the County advance the requested funds to the Town pursuant to Town Resolution No. _____, which is attached hereto as Attachment 1 and incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA that this Board approves the Second Interlocal Agreement between the Town of Cutler Bay and the County in substantially the form attached hereto, as Attachment II.

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:

Joe A. Martinez, Chairman	
Dennis C. Moss, Vice-Chairman	
Bruno A. Barreiro	Jose "Pepe" Diaz
Audrey M. Edmonson	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 9th day
of May, 2006. This Resolution and contract, if not vetoed, shall become effective in accordance
with Resolution No. R-377-04.

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

ATTACHMENT 1

[TOWN COUNCIL RESOLUTION]

TO BE SUBMITTED AT LATER DATE

**SECOND INTERLOCAL AGREEMENT BETWEEN
MIAMI-DADE COUNTY AND THE TOWN OF CUTLER BAY
FOR A SIX HUNDRED THOUSAND (\$600,000) ADVANCE**

THIS SECOND INTERLOCAL AGREEMENT (the "Agreement") is entered into between Miami-Dade County, a political subdivision of the State of Florida (the "County") and the Town of Cutler Bay (the "Town") a municipal corporation of the State of Florida, this ___ day of ___, 2006.

WHEREAS, on November 8, 2005, a charter for the Town of Cutler Bay was approved by its residents and the Town council was sworn into office on February, 2, 2006; and

WHEREAS, the Town council by Resolution No. _____ has requested assistance from the County for the advance of funds to be utilized by the Town for the initiation and start-up of its municipal government and the performance of initial municipal services; and

WHEREAS, the County will collect certain revenues on behalf of the Town and desires to provide the assistance requested,

NOW, THEREFORE, the parties agree as follows:

Section 1. Funding Assistance. Within seven (7) days after the date of execution of this Agreement, the County shall provide the Town with an advancement of anticipated utility tax revenues which have been or will be collected by the County on behalf of the Town in the amount of \$600,000 to be utilized by the Town for the purposes set forth in Section 2 of this Agreement. Any repayment of the funds advanced shall be subject to the provisions set forth in Section 3 of this Agreement.

Section 2. Use of Advanced Funds. The Town agrees that the funds advanced to the Town shall be used by the Town for the initiation and start-up of the municipal government and the performance of initial municipal services.

Section 3. Repayment. The Town acknowledges that current estimates of Town revenues collected by the County on behalf of the Town, including utility taxes, indicate that there may not be sufficient revenues collected after payment for services rendered by the County to offset the amount of the advance given pursuant to this Agreement, as well as the prior advance in the amount of \$300,000. In that event, the Town agrees to repay the County for such amounts as the County determines to be owed for these advances. This amount to be repaid shall be repaid to the County no later than September 30, 2008, unless the County Manager, in his or her discretion, agrees to payment at a later date. If payment is not received as required by this Agreement, then interest equivalent to that which the County earns on its pooled investments as of September 30, 2008 shall be imposed beginning September 30, 2008

or such later date if the County Manager extends the payment date, pursuant to the provisions of this agreement.

Section 4. Records. The Town shall produce and maintain records, such as vouchers, bills, invoices and receipts sufficient to reflect properly all receipts and expenditures of funds provided under this Agreement.

Section 5. Effective Date. This Agreement shall be effective immediately upon execution by both parties hereto.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS agreement to be executed on their behalf and of the date first above written.

TOWN OF CUTLER BAY,
a municipal corporation

By: _____
John Cosgrove, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: _____
Town Attorney

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

By its Board of County Commissioners:

By: _____
County Manager

APPROVED AS TO FORM AND LEGAL



SUFFICIENCY:

By: _____
County Attorney