



MEMORANDUM

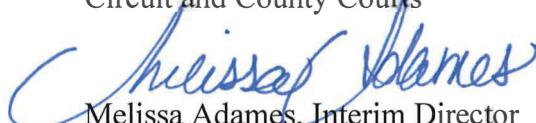
Agenda Item 15(A)(7)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: May 5, 2020

FROM: Honorable Harvey Ruvin, Clerk
Circuit and County Courts

SUBJECT: Resolution Authorizing
Intergovernmental
Cooperation Agreement
with Black Creek
Community
Development District


Melissa Adames, Interim Director
Clerk of the Board Division

Section 2-70(6) of the Miami-Dade County Code provides that the Property Appraiser may submit resolutions, ordinances, or reports related to his duties to the Clerk of the Board for placement on the next available agenda of the Miami-Dade County Board of County of Commissioners.

Attached for your consideration is a proposed resolution submitted by the Property Appraiser authorizing Intergovernmental Cooperation Agreement with Black Creek Community Development District.

MA/dmc


Attachment

Memorandum



Date: May 5, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Pedro J. Garcia, MNAA
Property Appraiser 

Subject: Resolution Authorizing Intergovernmental Cooperation Agreement with Black Creek
Community Development District

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) authorize execution of the attached Intergovernmental Cooperation Agreement (Agreement) by and among Miami-Dade County on behalf of the Tax Collector (Collector), Miami-Dade County Office of the Property Appraiser (Appraiser) and the Black Creek Community Development District (District) to utilize the uniform method for the levy, collection and enforcement of non-ad valorem assessments, as prescribed in Section 197.3632, Florida Statutes.

SCOPE

The District is located within County Commission District 8, which is represented by Daniella Levine Cava. The District has requested that the Appraiser and Collector include its proposed or adopted non-ad valorem assessments for benefit and maintenance assessments or such other imposed by the District on the notice as specified in Section 200.069, Florida Statutes, and on the combined notice of ad valorem and non-ad valorem assessments provided for in Sections 197.3632 and 197.3635, Florida Statutes.

FISCAL IMPACT/FUNDING SOURCE

The District agrees that the County shall be entitled to retain two percent on the amount of special assessments collected and remitted to cover all the County's associated costs. There is no negative fiscal impact to the County as a result of this Agreement.

TRACK RECORD/MONITOR

The District agrees that all certified assessment rolls will be maintained and transmitted to the Appraiser and Collector on compatible electronic medium as defined in Section 197.3632(1), Florida Statutes. The Agreement is managed by the Office of the Property Appraiser.

BACKGROUND

In accordance with Sections 197.3632 and 197.3635, Florida Statutes, and the Agreement, the District will charge separate non-ad valorem assessments for benefit and maintenance assessments or such other imposed by the District. The Agreement affords the District the convenience and financial savings of utilizing the TRIM notice and combined tax bill for collection of its non-ad valorem assessments. Use of the ad valorem method for collection of these assessments could result in issuance of tax certificates, tax deeds and the loss of title to the property, if said assessments are not paid by the property owners. The term of this Agreement commences with special assessments collected in 2020 and continues until cancelled by either party.

Attachment



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: May 5, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 15(A)(7)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 15(A)(7)
5-5-20

RESOLUTION NO. _____

RESOLUTION APPROVING THE INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT, MIAMI-DADE COUNTY, AND THE MIAMI-DADE COUNTY OFFICE OF THE PROPERTY APPRAISER IN ACCORDANCE WITH THE UNIFORM METHOD FOR THE LEVY, COLLECTION AND ENFORCEMENT OF NON-AD VALOREM ASSESSMENTS CONTAINED IN SECTIONS 197.3632 AND 197.3635 OF THE FLORIDA STATUTES; AUTHORIZING THE COUNTY MAYOR OR DESIGNEE TO EXECUTE SAME AND EXERCISE PROVISIONS CONTAINED THEREIN, INCLUDING CANCELLATION

WHEREAS, the Black Creek Community Development District (“the District”) has adopted a resolution, numbered 2019-15, attached hereto as Exhibit A, setting forth the District’s intent to use the uniform method for the levy and collection of certain non-ad valorem assessments; and

WHEREAS, prior to the public hearing at which Resolution 2019-15 was adopted, the District published notice of its intent to consider utilization of the uniform method of levy, collection and enforcement of non-ad valorem assessments, as demonstrated by Exhibit B; and

WHEREAS, the District wishes to enter into an agreement with the Miami-Dade County Office of the Property Appraiser (the “Property Appraiser”) and Miami-Dade County (the “County”), in substantially the form attached hereto as Exhibit C, to collect these non-ad valorem assessments by placing them on the TRIM notice and tax bill; and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that, in accordance with sections 197.3632 and 197.3635 of the Florida Statutes, the uniform method for the levy, collection and enforcement of non-ad valorem assessments, this Board hereby approves the attached intergovernmental cooperation agreement between the District, the County, and the Property Appraiser to provide services to the District (“Agreement”). This Board hereby further authorizes the County Mayor or designee to execute the Agreement on behalf of the County, in substantially the form attached hereto, and to exercise the provisions contained therein, including cancellation.

The foregoing resolution was 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:

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

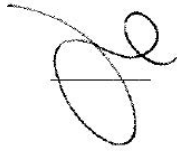
The Chairperson thereupon declared this resolution duly passed and adopted this 5th day of May, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Jorge Martinez-Esteve

RESOLUTION NO. 2019-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) EXPRESSING THE INTENT OF THE DISTRICT TO USE THE UNIFORM METHOD OF LEVY, COLLECTION AND ENFORCEMENT OF NON-AD VALOREM ASSESSMENTS AS AUTHORIZED AND PERMITTED BY SECTION 197.3632, *FLORIDA STATUTES*; EXPRESSING THE NEED FOR THE LEVY OF NON-AD VALOREM ASSESSMENTS AND SETTING FORTH THE LEGAL DESCRIPTION OF THE REAL PROPERTY WITHIN THE DISTRICT’S JURISDICTIONAL BOUNDARIES THAT MAY OR SHALL BE SUBJECT TO THE LEVY OF DISTRICT NON-AD VALOREM ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 197, *Florida Statutes*, provides for the usage by Black Creek Community Development (“District”) of a uniform method of levying, collecting and enforcing its non-ad valorem assessments; and

WHEREAS, Chapter 197, *Florida Statutes*, sets forth certain requirements which must be met by the District in order to use said uniform method of levying, collecting and enforcing its non-ad valorem assessments; and

WHEREAS, in accordance with Section 197.3632, *Florida Statutes*, the District will cause to be published in a newspaper of general circulation within the county within which the District is located, weekly for four (4) consecutive weeks prior to the date of the public hearing a notice of the District's intent to hold a public hearing on July 17, 2019, at 10:30 a.m. in the Meeting Room located at 730 N.W. 107th Street, 3rd Floor, Suite 300, Miami, Florida 33172, for the purpose of advising the public of the District's intention to adopt and use the Chapter 197, *Florida Statutes*, uniform method of levying, collecting and enforcing non-ad valorem assessments; and

WHEREAS, the Board of Supervisors (“Board”) of the District have determined that it is in the best interest of the District for the District to elect to use the uniform method of levying, collecting and enforcing non-ad valorem assessments as provided in Section 197.3632, *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT, THAT:

Section 1. The above recitals are hereby incorporated and adopted as the findings of fact of the Board.

Section 2. The uniform method of levying, collecting and enforcing non-ad valorem assessments as authorized by Section 197.3632, *Florida Statutes*, is hereby considered for adoption and usage by the District.

Section 3. Non-ad valorem assessments will in the future be required to be assessed and levied by the District in order to provide necessary funds for one or more of the following reasons:

- (a) Satisfying the lawful debt obligations of the District, and/or
- (b) Financing, constructing, maintaining and servicing the Improvements of the District, and/or
- (c) The operation of the District, and/or
- (d) Such other lawful purposes which the District is empowered to provide as authorized by law.

Section 4. The uniform method of levying, collecting and enforcing non-ad valorem assessments now and in the future, if so required, shall, to the extent authorized by law, apply to all lands located within the jurisdictional boundaries of the District, as said jurisdictional boundaries are described in attached Exhibit "A" which is incorporated herein and made a part hereof.

Section 5. That a certified copy of this Resolution, together with Exhibit "A" attached thereto, shall be promptly forwarded to the Miami-Dade County Property Appraiser, Miami-Dade County Tax Collector and the Florida Department of Revenue.

PASSED, ADOPTED and BECOMES EFFECTIVE this 1st day of May, 2019.

ATTEST:

**BLACK CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Secretary/Assistant Secretary

By: _____

Chairperson/Vice Chairperson

EXHIBIT A

**LEGAL DESCRIPTION
BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT**

The East 1/2 of the SE 1/4 of the SE 1/4 of Section 14, Township 56, South, Range 39 East, lying West of the Right-of-Way of the Florida East Coast Railway lying and being in Dade County, Florida; also known as Tracts 1 through 6, together with all the streets as shown on Amended Plat of the East 1/2 of the SE 1/4 of the SE 1/4 of Section 14, Township 56 South, Range 39 East, Dade County, Florida, formerly known as GOULDS ESTATES, as per Plat Book 28, Page 48, Public Records of Dade County, Florida,

LESS the South 35 feet in Silver Palm Drive (also known as S.W. 232 Street) and the East 35 feet in Avon Avenue (Also known as S.W. 127 Avenue),

And **LESS** the Right-of-Way for Dixie Highway,

And **LESS** the following: Begin at the NW corner of the East 1/2 of the SE 1/4 of the SE 1/4 of Section 14, Township 56 South, Range 39 East, Dade County, Florida; thence run South 1° 02' 16" East along the West line of the East 1/2 of the SE 1/4 of the SE 1/4 of said Section 14 for a distance of 662.35 feet to the NW corner of the SE 1/4 of the SE 1/4 of the SE 1/4 of said Section 14; thence run South 49° 19' 33" East for a distance of 684.33 feet; thence run North 42° 30' 25" East for a distance of 60.00 feet; thence run North 47° 29' 35" West for a distance of 0.96 feet; thence run North 49° 19' 33" West for a distance of 622.52 feet to a point of curvature of a circular curve to the right; thence run Northwesterly, along the arc of said circular curve to the right having a radius of 80.00 feet, through a central angle of 48° 17' 17" for an arc distance of 67.42 feet to a point of tangency with a line that is 60.00 feet East of and parallel with the West line or the NE 1/4 of the SE 1/4 of the SE 1/4 of said Section 14; thence run North 01° 02' 16" West, along the line that is 60.00 feet East of and parallel with the West line of the Northeast 1/4 of the SE 1/4 of SE 1/4 of said Section 14, for a distance of 599.37 feet to a point on the North line of the SE 1/4 of the SE 1/4 of said Section 14; thence run South 89° 10' 24" West along the North line of the SE 1/4 of the SE 1/4 of said Section 14 for a distance of 60.00 feet to the Point of Beginning, lying and being in Dade County, Florida,

And **LESS** the following: A parcel of land in that part of the East 1/2 of the SE 1/4 of the SE 1/4 of Section 14, Township 56 South, Range 39 East, lying Northwesterly of the Right-of-Way for Florida East Coast Railway; said parcel of land being more specifically described as follows:

From an iron pipe in concrete marking the SE corner of said Section 14, bear North 1° 01' 21" West, along the East line of said Section 14, a distance of 133.55 feet to the Point of Beginning; thence continue North 1° 01' 21" West, a distance of 8.94 feet; thence, North 47°29'22" West, a distance of 160 feet; thence South 42°30'38" West, a distance of 100 feet; thence South 47 29' 22" East, a distance of 168.12 feet to the intersection thereof with the Northwesterly Right-of-Way line of the Florida East Coast Railway; thence North 41° 18' 49" East, along said Right-of-Way line, a distance of 93.55 feet to the Point of Beginning,

And **PLUS** the following:

PARCEL 1:

The South 1/2 of the SW 1/4 of the NE 1/4 of the SE 1/4 and the North 1/2 of the NW 1/4 of the SE 1/4 of the SE 1/4 of Section 14, Township 56 South, Range 39 East, and all of the portion lying Southwesterly of Canal 102 of the North 1/2 of the SW 1/4 of the NE 1/4 of the SE 1/4 and the NW 1/4 of the NE 1/4 of the SE 1/4, all lying in Section 14, Township 56 South, Range 39 East, situated and being in Miami-Dade County, Florida.

PARCEL 2:

The South 1/2 of the NW 1/4 of the SE 1/4 of the SE 1/4 of Section 14, Township 56 South, Range 39 East, situated and being in Miami-Dade County, Florida.

Containing a total of approximately 1,594,731.60 Square Feet or 36.61 Acres more or less.

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT OF THE INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION AND ENFORCEMENT OF NON-AD VALOREM ASSESSMENTS - PUBLIC HEARING - JUL. 17, 2019

in the XXXX Court,
was published in said newspaper in the issues of

06/18/2019 06/25/2019 07/02/2019 07/09/2019

SEE ATTACHED

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

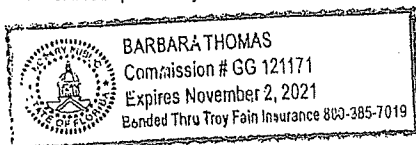
Guillermo Garcia

Sworn to and subscribed before me this
9 day of JULY, A.D. 2019

Barbara Thomas

(SEAL)

GUILLERMO GARCIA personally known to me



PUBLIC NOTICE BY THE BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT OF THE INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION AND ENFORCEMENT OF NON-AD VALOREM ASSESSMENTS

Notice is hereby given to all owners of lands located within the Expansion Area of the Black Creek Community Development District (the "District"), that the District's Board of Supervisors (the "Board") intends to use the uniform method for the levy, collection and enforcement of non-ad valorem assessments as set forth in Section 197.3632, *Florida Statutes*, for such non-ad valorem assessments as may be levied by the District.

The District's Board will hold a Public Hearing on July 17, 2019, at 9:30 a.m. in the offices of Lennar Homes, LLC located at 730 NW 107th Avenue, Third Floor, Suite 300 Meeting Room, Miami, Florida 33172, the purpose of which is to consider the adoption of a Resolution authorizing the District to use the uniform method for the levy, collection and enforcement of non-ad valorem assessments as set forth in Section 197.3632, *Florida Statutes*, for such non-ad valorem assessments as may be levied by the District. Such non-ad valorem assessments will be collected by the Miami-Dade County tax collector. Said Public Hearing may be continued, if necessary, to a time and date as specified on the record.

The non-ad valorem assessments anticipated to be levied commencing with the District's fiscal year 2020/2021 is estimated to be in the annual amounts of \$1,210 for single family units and \$1,110 for townhome units, for the purpose of payment of long term bond indebtedness, which amounts, due to amortization may change from year to year, but levied for no more than thirty (30) years; and additionally in the annual amount of approximately \$390 per dwelling unit for the purpose of annual operation and maintenance and other lawful obligations to run and operate the District. You are entitled to a 4% discount if you pay your annual real estate property tax bill in November.

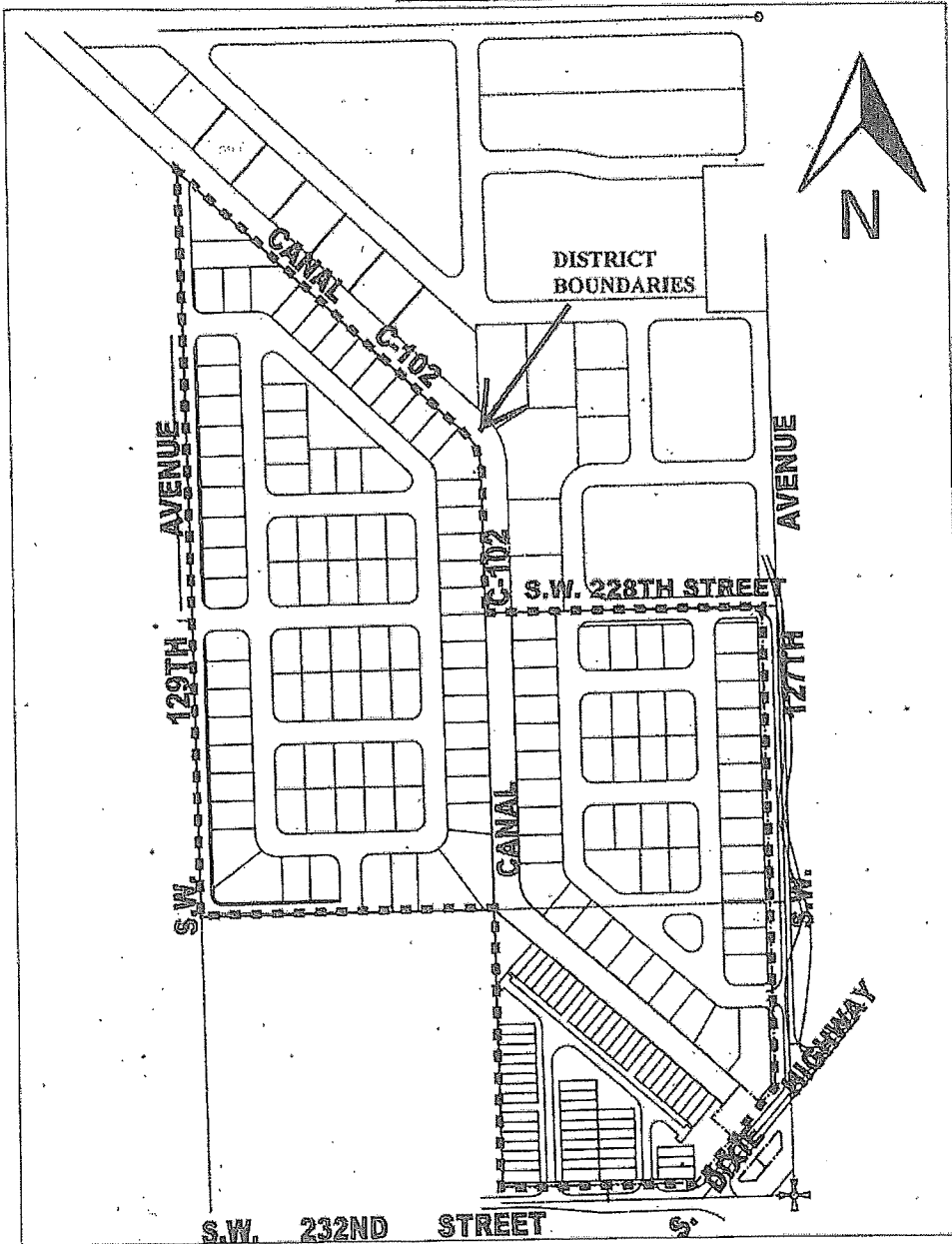
All affected property owners have the right to appear at the Public Hearing to be heard regarding the District's use of the uniform method for the levy, collection and enforcement of non-ad valorem assessments as set forth in Section 197.3632, *Florida Statutes*, for such non-ad valorem assessments as may be levied by the District. All affected property owners have the right to file written objections with the District's Manager, Special District Services, Inc., 6625 Miami Lakes Drive, Suite 374, Miami Lakes, Florida 33014, within 20 days of the first publication of this notice.

If any person decides to appeal any decision made by the Board with respect to any matter considered at this Public Hearing, such person will need a record of the proceedings, and that, for such purpose, such person may need to ensure that a verbatim record of the proceedings is made, at their own expense, which record includes the testimony and evidence on which the appeal is based.

In accordance with Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the District Manager by calling (305) 777-0761 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the proceeding.

2/3

BLACK CREEK
COMMUNITY DEVELOPMENT DISTRICT
BOUNDARY MAP



BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT

www.blackcreekcodd.org
6/18-25 7/2-9

19-45/0000406976M

3/3

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BY AND AMONG
MIAMI-DADE COUNTY PROPERTY APPRAISER
AND
MIAMI-DADE COUNTY TAX COLLECTOR
AND
BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT**

Exhibit C

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2020, by and among Miami-Dade County Office of the Property Appraiser (hereinafter referred to as "Property Appraiser"), Florida, Miami-Dade County on behalf of the Tax Collector (hereinafter referred to as "Tax Collector"), Florida, and the Black Creek Community Development District (hereinafter referred to as "District"), Florida.

WITNESSETH

WHEREAS, the District intends to adopt non-ad valorem assessments for collecting its benefit and maintenance assessments or such other assessments imposed by the District ("Non-Ad Valorem Assessments"); and

WHEREAS, the District intends to utilize the uniform method of collection, as outlined in Sections 197.3632 and 197.3635 of the Florida Statutes, for collection of its Non-Ad Valorem Assessments; and

WHEREAS, the District has requested that the Property Appraiser include the District's proposed or adopted Non-Ad Valorem Assessments for the District on the Notice of Proposed Property Taxes as specified in Section 200.069, Florida Statutes ("TRIM Notice"); and

WHEREAS, the District has requested the Tax Collector include the District's adopted Non-Ad Valorem Assessments on the Combined Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments in accordance with Section 197.3635, Florida Statutes ("Tax Bill"); and

WHEREAS, the District, the Tax Collector, and the Property Appraiser must enter into a written agreement evidencing the Tax Collector's and the Property Appraiser's agreement to place the District's Non-Ad Valorem Assessments on the TRIM Notice and Tax Bill; and

WHEREAS, pursuant to Rule 12D18.001 of the Florida Administrative Code, and *Escambia County v. Bell*, 717 So. 2d 85 (Fla. 1st DCA 1998), it is the duty of the District to determine, under law, whether the Non Ad-Valorem Assessments are constitutional and may be collected as a lien; the duties of the Property Appraiser and Tax Collector under section 197.3632 of the Florida Statutes are ministerial and shall not be construed to authorize the levy of the Non Ad-Valorem Assessments; and

WHEREAS, the District represents that it has duly complied with the notice provisions and adopted Resolution No. 2019-15 in compliance with Section 197.3632 Florida Statutes, so as to entitle the District to elect the non-ad valorem method of collection, and the Tax Collector and Property Appraiser have relied on these representations,

NOW THEREFORE, for good and valuable consideration, and intending to be legally bound hereby, the Tax Collector, the Property Appraiser, and the District agree as follows:

1. The District's request to place its Non-Ad Valorem Assessments TRIM Notice is granted by the Property Appraiser, subject to the District's compliance with the terms of this Agreement.
2. The District's request to place its Non-Ad Valorem Assessments on the Tax Bill is granted by the Tax Collector, subject to the District's compliance with the terms of this Agreement.

3. The District agrees to the following requirements in order to place its Non-Ad Valorem Assessments on the TRIM Notice and Tax Bill:
 - A. The Non-Ad Valorem Assessments will be assessed yearly against all eligible properties within the District, and the District shall never have attempted to collect the Non-Ad Valorem Assessments prior year assessments.
 - B. No later than **July 9th** of the current year the following should be provided to the Property Appraiser:
 - i. The final files for the TRIM Notice.
 - ii. The description of "Purpose of Assessment" as it would appear on the TRIM Notice.
 - iii. The District's contact name and phone number used to address questions regarding the assessment.
 - C. No later than **August 1st** of the current year an insert describing the Non Ad-Valorem Assessments to be included with the mailing of the TRIM Notice. A sample must be provided to the Property Appraiser for approval prior to August 1st.
 - D. No later than **September 15th** of the current year the final roll reflecting the Non-Ad Valorem Assessments that are to appear on the Tax Bill must be submitted to the Property Appraiser and the Tax Collector.
4. The District agrees that the Tax Collector shall be entitled to retain the actual costs of collection, or two percent (2%), on the amount of special assessments collected and remitted.
5. This Agreement shall not take effect until the District is in full compliance with all local zoning, land use, and other applicable regulations.
6. **Duration of this Agreement.** Subject to the limitation of paragraph 5 above, this Agreement shall take effect upon signing and shall extend to the collection of

special assessments for each fiscal year thereafter, until cancelled by any Party pursuant to paragraph 11 herein.

7. **Severability of the Provisions in this Agreement.** The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held to be invalid or unenforceable in whole or in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of the remaining provisions of this Agreement.
8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
9. **Amendments or Modifications of this Agreement.** It is anticipated by the Parties that the terms and conditions of this Agreement will be periodically amended or modified. Such amendments or modifications must be in writing and must be duly executed by all Parties to this Agreement.
10. **Indemnification and Hold Harmless.** The District shall indemnify and hold harmless, to the extent permitted by Florida law, the Property Appraiser, Tax Collector and their respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser, Tax Collector or their respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the District or its employees, agents, servants, partners principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature

in the name of the Property Appraiser or Tax Collector where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

11. **Cancellation.** This Agreement may be cancelled by any Party upon thirty (30) days written notice to the other Parties.
12. **Intent to be Legally Bound.** By signing this Agreement, the Parties hereto confirm and state that they have carefully read the Agreement, that they know the contents thereof, that they fully expect to carry out each and every provision, and that they intend to be legally bound by the rights and obligations set forth herein.
13. **Headings.** The headings for each paragraph in this Agreement are for the purposes of reference only and shall not limit or otherwise affect the meaning of any provision.
14. **Complete Agreement.** This document shall represent the complete Agreement of the Parties.

IN WITNESS WHEREOF, the Parties hereto execute this Agreement, and they affirm that they have the power to do so on behalf of the District, the Tax Collector, and the Property Appraiser.

ATTEST:

By: Carmen
District Assistant Secretary

BLACK CREEK COMMUNITY
DEVELOPMENT DISTRICT

By: [Signature]
District Vice Chairman

MIAMI-DADE COUNTY, FLORIDA
PROPERTY APPRAISER

By: _____
Pedro J. Garcia
Property Appraiser

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

ATTEST:

By: _____
Harvey Ruvin
County Clerk

By: _____
Carlos A. Gimenez
Miami- Dade County Mayor

Approved as to legal sufficiency for Miami-Dade County and the Office of the Property Appraiser:

By: _____
Assistant County Attorney