

MEMORANDUM

Agenda Item 15(A)(1)

TO: Honorable Chairwoman Audrey M. Edmonson

and Members, Board of County Commissioners

FROM: Honorable Harvey Ruvin, Clerk

Circuit and County Courts

Melissa Adames, Interim Director Clerk of the Board Division SUBJECT: Resolution Authorizing

DATE: May 19, 2020

Intergovernmental

Cooperation Agreement with City of Miami Beach – Two Special Taxing Districts

(Allison Island Security Guard District and Biscayne Beach

Security Guard District)

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 City of Miami Beach – Two Special Taxing Districts (Allison Island Security Guard District and Biscayne Beach Security Guard District).

MA/dmc

Attachment

Memorandum



Date:

May 19, 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 the City of

Miami Beach - Two Special Taxing Districts (Allison Island Security Guard District and

Biscayne Beach Security Guard District)

RECOMMENDATION

It is recommended that the Board of County Commissioners authorize execution of the attached Intergovernmental Cooperation Agreement (Agreement) by and among Miami-Dade County on behalf of the Tax Collector (Tax Collector), Miami-Dade County Office of the Property Appraiser (Property Appraiser) and the City of Miami Beach (City) for the Allison Island Security Guard District and Biscayne Beach Security Guard District (Special Taxing Districts) 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

These Special Taxing Districts lie within Commission District 5, which is represented by County Commissioner Eileen Higgins. The City has requested that the Property Appraiser and Tax Collector include its proposed or adopted non-ad valorem assessments for operation and maintenance assessments or such other imposed by the City 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 City agrees that the Property Appraiser and Tax Collector shall be entitled to retain up to two percent on the amount of special assessments collected and remitted to cover all of the Property Appraiser's and Tax Collector's associated costs. There is no negative fiscal impact to the County as a result of this Agreement.

TRACK RECORD/MONITOR

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

BACKGROUND

In accordance with Sections 197.3632 and 197.3635, Florida Statutes, and the Agreement, the City will charge separate non-ad valorem assessments for operation and maintenance assessments or such other imposed by the City. The Agreement affords the City 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 any of the parties.



MEMORANDUM

(Revised)

	norable Chairwoman Audrey M. Edmonson Members, Board of County Commissioners	DATE:	May 19, 2020
FROM: Abi	gail Price-Williams Inty Attorney	SUBJECT:	Agenda Item No. 15(A)(1)
Please 1	note any items checked.		
	"3-Day Rule" for committees applicable if 1	raised	
c	6 weeks required between first reading and	public hearing	9
	4 weeks notification to municipal officials rehearing	equired prior t	o public
	Decreases revenues or increases expenditur	es without bal	ancing budget
	Budget required		
	Statement of fiscal impact required		
	Statement of social equity required		
	Ordinance creating a new board requires do report for public hearing	etailed County	Mayor's
	No committee review		
,	Applicable legislation requires more than a present, 2/3 membership, 3/5's 7 vote requirement per 2-116.1(3)(h) or (4)(c) requirement per 2-116.1(3)(h) or (4)(c) requirement per 2-116.1(4)(c)(2)) to ap	, unanimous c), CDMF , or CDMP 9 v	S, CDMP
	Current information regarding funding sou balance, and available capacity (if debt is co	rce, index code intemplated) re	and available equired

Approved	Mayor	Agenda Item No. 15(A)(1)
Veto		5-19-20
Override		
DESO	LUTION NO	

RESOLUTION APPROVING THE INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF MIAMI BEACH, MIAMI-DADE COUNTY, AND THE MIAMI-DADE COUNTY OFFICE OF THE PROPERTY APPRAISER TO PROVIDE SERVICES TO THE CITY OF MIAMI BEACH 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 City of Miami Beach ("the City") has adopted two resolutions, numbered 2020-31181 and 2020-31182 attached hereto as Exhibit A, setting forth the City'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 Nos. 2020-31181 and 2020-31182 were adopted, the City 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 City 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 City, the County, and the Property Appraiser to provide services to the City ("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.

Jose "Pepe" Diaz

Eileen Higgins

Joe A. Martinez

Dennis C. Moss

Xavier L. Suarez

Daniella Levine Cava
Sally A. Heyman
Barbara J. Jordan
Jean Monestime
Sen. Javier D. Souto

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The Chairperson thereupon declared this resolution duly passed and adopted this 19th 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:_______

Approved by County Attorney as to form and legal sufficiency.

Jorge Martinez-Esteve

RESOLUTION NO.

2020-31181

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA ("CITY"), AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL COOPERATION AGREEMENT, SUBSTANTIALLY IN THE FORM ATTACHED HERETO, BY AND AMONG THE MIAMI-DADE COUNTY OFFICE OF THE PROPERTY APPRAISER ("PROPERTY APPRAISER"), MIAMI-DADE COUNTY, FLORIDA, ON BEHALF OF THE MIAMI-DADE COUNTY TAX COLLECTOR ("TAX COLLECTOR"), AND THE CITY REGARDING NON-AD VALOREM ASSESSMENTS FOR THE CONTINUED OPERATION OF THE ALLISON ISLAND SECURITY GUARD SPECIAL TAXING DISTRICT; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has agreed to the transfer of the Allison Island Security Guard Special Taxing District ("Special Taxing District") from Miami-Dade County to the City pursuant to Resolution No. 2020-31145; and

WHEREAS, the City, as required by Section 197.3632 of the Florida Statutes, held a duly advertised public hearing and, pursuant to Resolution No. 2020-31176, approved the use of the uniform method for collecting non-ad valorem assessments for the provision of the continued operation and maintenance of the Special Taxing District; and

WHEREAS, pursuant to Section 197.3632 of the Florida Statutes, the City is required to enter into an intergovernmental agreement with the Property Appraiser and the Tax Collector for collection of the non-ad valorem assessments; and

WHEREAS, it is in the best interest of the City to execute an interlocal agreement between the City, the Property Appraiser, and the Tax Collector and to enter into an intergovernmental cooperation agreement substantially in the form attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH:

SECTION 1. That the foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

SECTION 2. That the Mayor and City Commission hereby authorize the City Manager to execute an intergovernmental cooperation agreement with the Property Appraiser and Tax Collector substantially in the form attached hereto.

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SECTION 3. That this Resolution shall be effective upon passage and adoption.

PASSED and ADOPTED this 12th day of February, 2020.

ATTEST:

Rafael E. Granado, City Clerk

Dan Gelber, Mayor

APPROVED AS TO FORM & LANGUAGE

& FOR EXECUTION

and Cyl

Date

RESOLUTION NO.

2020-31182

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA ("CITY"), AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL COOPERATION AGREEMENT, SUBSTANTIALLY IN THE FORM ATTACHED HERETO, BY AND AMONG THE MIAMI-DADE COUNTY OFFICE OF THE PROPERTY APPRAISER ("PROPERTY APPRAISER"), MIAMI-DADE COUNTY, FLORIDA, ON BEHALF OF THE MIAMI-DADE COUNTY TAX COLLECTOR ("TAX COLLECTOR"), AND THE CITY REGARDING NON-AD VALOREM ASSESSMENTS FOR THE CONTINUED OPERATION OF THE BISCAYNE BEACH SECURITY GUARD SPECIAL TAXING DISTRICT; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has agreed to the transfer of the Biscayne Beach Security Guard Special Taxing District ("Special Taxing District") from Miami-Dade County to the City pursuant to Resolution No. 2020-31146; and

WHEREAS, the City, as required by Section 197.3632 of the Florida Statutes, held a duly advertised public hearing and, pursuant to Resolution No.2020-31177, approved the use of the uniform method for collecting non-ad valorem assessments for the provision of the continued operation and maintenance of the Special Taxing District; and

WHEREAS, pursuant to Section 197.3632 of the Florida Statutes, the City is required to enter into an intergovernmental agreement with the Property Appraiser and the Tax Collector for collection of the non-ad valorem assessments; and

WHEREAS, it is in the best interest of the City to execute an interlocal agreement between the City, the Property Appraiser, and the Tax Collector and to enter into an intergovernmental cooperation agreement substantially in the form attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH:

SECTION 1. That the foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

SECTION 2. That the Mayor and City Commission hereby authorize the City Manager to execute an intergovernmental cooperation agreement with the Property Appraiser and Tax Collector substantially in the form attached hereto.

SECTION 3. That this Resolution shall be effective upon passage and adoption.

PASSED and ADOPTED this 12th day of February, 2020.

ATTEST:

Rafael E. Granado, City Clerk

Dan Gelber, Mayor

APPROVED AS TO FORM & LANGUAGE

& FOR EXECUTION

City Attorney

NK

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 filda 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

CITY OF MIAMI BEACH - CITY'S INTENT TO USE THE UNIFORM METHOD OF COLLECTION OF NON-AD VALOREM ASSESSMENTS - BISCAYNE BEACH SECURITY GUARD SPECIAL TAXING DISTRICT - FEB. 12, 2020

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

01/15/2020 01/22/2020 01/29/2020 02/05/2020

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.

Swort band subscribed before me this day of FEBRUARY, And 2020

day of FEBRUARY, A 2020

GUILLERMO GARCIA personally known to me

MARIA I. MESA
Notary Public - State of Florida
Commission # FF 935208
My Commission Expires Mar 4, 2020
Bonded through National Notary Assn.

SEE ATTACHED

MIAMIBEACH

NOTICE BY THE CITY OF MIAMI BEACH, FLORIDA, OF THE CITY'S INTENT TO USE THE UNIFORM METHOD OF COLLECTION OF NON-AD VALOREM ASSESSMENTS

NOTICE IS HEREBY given that the City of Miami Beach ("City") intends to use the uniform method for collecting the non-ad valorem assessments to be levied by the City pursuant to Section 197.3632, Florida Statutes, with regard to the Biscayne Beach Security Guard Special Taxing District ("Special Taxing District"). The City Commission will hold a Public Hearing on this matter on **February 12, 2020 at 2:01 P.M.** at City Hall, 1700 Convention Center Drive, 3rd Floor, Commission Chambers, Miami Beach, Florida, 33139.

The purpose of the Public Hearing is to consider the adoption of a Resolution authorizing the City to use the uniform method of collecting non-ad valorem assessments to be levied by the City pursuant to Section 197.3632, Florida Statutes. The City intends to use the uniform method for collecting non-ad valorem assessments after the transfer of control of the Special Taxing District from Miami-Dade County to the City in accordance with Section 18-3.1 of the Miami-Dade County Code.

The City may levy non-ad valorem assessments for the purpose of the continued operation and maintenance of the Biscayne Beach Guard Special Taxing District, including but not limited to the making of infrastructure and security improvements. The area or boundaries of Biscayne Beach Security Guard Special Taxing District are as follows:

A portion of Sections 3, Township 53 South, Range 42 East, Dade County, Florida; being more particularly described as follows:

Lots 1 thru 52, Block 15; and Lots 5 thru 58, Block 16 of "Biscayne Beach Second Addition" according to the Plat thereof, as recorded in Plat Book 46 at Page 39.

All the aforementioned plats being recorded in the Public Records of Dade County, Florida.

The City intends to use the uniform method of collecting non-ad valorem assessments for a period of more than one year. This non-ad valorem assessment will be levled by the City for the first time; however. Miami-Dade County has previously levied the non-ad valorem assessment for the Special

INTERGOVERNMENTAL COOPERATION AGREEMENT BY AND AMONG MIAMI-DADE COUNTY PROPERTY APPRAISER AND MIAMI -DADE COUNTY TAX COLLECTOR AND THE CITY OF MIAMI BEACH

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (the "Agreement") is made and entered into as of the 14 day of April, 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 City of Miami Beach, Florida (hereinafter referred to as "City"), as the governing body the following 2 Special Taxing Districts (hereinafter collectively referred to as "Districts"):

- 1. Allison Island Security Guard District
- 2. Biscayne Beach Security Guard District

WITNESSETH:

WHEREAS, the City intends to adopt non-ad valorem assessments or special assessments for operation and maintenance within the Districts, which are located within the City of Miami Beach; and

WHEREAS, the City intends to utilize the uniform method of collection, as outlined in Sections 197.3632 and 197.3635, Florida Statutes, for collecting the above-referenced non-ad valorem special assessments for the aforementioned services; and

WHEREAS, the City has requested that the Property Appraiser include its adopted non-ad valorem assessments for operation and maintenance on the Notice of Proposed Property Taxes as specified in Section 200.069, Florida Statutes ("TRIM Notice"); and

WHEREAS, the City has requested that the Tax Collector include its adopted nonad valorem assessments for operation and maintenance on the Combined Notice of Ad Valorem and Non-Ad Valorem Assessments provided for in Section 197.3635, Florida Statutes; and

WHEREAS, pursuant to Section 197.3632, Florida Statutes, the City, the Property Appraiser, and the Tax Collector must enter into a written agreement evidencing the Property Appraiser's and the Tax Collector's agreement to place the City's specified non-ad valorem assessments for the Districts on the TRIM Notice and tax bill; and

WHEREAS, the City represents that it has duly complied with the Notice provisions and adopted Resolutions 2020-31176 and 2020-31177 in compliance with the required resolutions set forth in Section 197.3632 Florida Statutes, so as to entitle the City to utilize the non-ad valorem method of collection, and the Tax Collector and Property Appraiser have relied on these representations, and

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

- The City, Property Appraiser, and Tax Collector shall abide by all statutes, rules and regulations pertaining to the levy and collection of non-ad valorem assessments, including the provisions of sections 197.3632, 197,3635, Florida Statutes, as amended, and any applicable rules duly promulgated by the Department of Revenue.
- 2. The Property Appraiser agrees to place the City's non-ad valorem assessments for operation and maintenance within the Districts on the Notice of Proposed Property Taxes and Proposed or Adopted Non-Ad Valorem Assessments prepared in accordance with Section 200.069, Florida Statutes.
- 3. The Tax Collector agrees to the City's request to place its adopted non-ad valorem assessments for operation and maintenance within the Districts on

- the Combined Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments in accordance with Section 197.3635, Florida Statutes.
- 4. The City agrees that all certified assessment rolls for each of the Districts will be maintained and transmitted to the Property Appraiser and the Tax Collector on compatible electronic medium as defined in Section 197.3632(1), Florida Statutes.
- 5. The City agrees that, in consideration for services herein agreed to be performed by the Tax Collector, the Tax Collector shall be entitled to retain for each District, in the Tax Collector's sole discretion, the actual costs of collection not to exceed two percent (2%) on the amount of special assessments collected and remitted.
- 6. **Duration of this Agreement.** This Agreement shall take effect upon signing and shall extend to the collection of special assessments for each of the Districts for each fiscal year thereafter until canceled by any party pursuant to Section 10 herein.
- 7. Severability of the Provisions in this Agreement. The provisions in 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. **Terms and Cancellation.** The Term of this Agreement shall commence upon the date first above written and shall run through the end of the calendar year and shall automatically be renewed thereafter, for successive terms, not to exceed one year each. Any party may cancel this Agreement at the end of the term upon written notice to the other parties prior to the end of the term.
- 11. **Intent to be Legally Bound.** By signing this Agreement, the parties hereto confirm and state that they have carefully read this Agreement, that they know the contents hereof, 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.
- 12. Indemnification and Hold Harmless The City shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of sovereign immunity, 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 City or its employees, agents, servants, partners principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The City 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.

- 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 City, the Tax Collector, and the Property Appraiser.

(SEAL)

ATTEST:

RAPAEL E. GRANANO (name and title)

THE CITY OF MIAMI BEACH, FLORIDA

A municipal corporation of the State of Florida

Timmy Morales, City Manager (name and title)

Approved as to form and language and for execution

City Attorney N Date

MIAMI-DADE COUNTY, FLORIDA
OFFICE OF THE PROPERTY APPRAISER

By:______Pedro J. Garcia

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Property Appraiser

ATTEST:	BY ITS BOARD OF COUNTY COMMISSIONERS
By: Harvey Ruvin County Clerk	By: Carlos A. Gimenez Mayor
Approved as to legal sufficiency for Appraiser:	Miami-Dade County and the Office of the Property
By: Assistant County Attorney	············