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OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Amended
Agenda Item No. 9(A)(19)(G)

Resolution No. R-520-08

Date: May 6,2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Resolution Authorizing Intergovernmental Cooperation Agreement with the Homestead Educational Facilities Benefit District

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This item was amended at the May 6, 2008 meeting of the Board of County Commissioners to reflect that the Homestead EFBD intends to adopt non-ad valorem assessments or special assessments for the cost of construction, maintenance and operation of public educational facilities at particular sites within the EFBD boundaries. The Mayor or his designee are authorized to execute the agreement between the County and the Homestead EFBD once the agreement has been re-executed by the Homestead EFBD.

RECOMMENDATION

It is recommended that the Board authorize execution of the attached Intergovernmental Cooperation Agreement between the Homestead Educational Facilities Benefit District (Homestead EFBD) and Miami-Dade County, after re-execution of said Agreement by the Homestead EFBD, to allow the Homestead EFBD to utilize the uniform method for the levy, collection and enforcement of non ad valorem or special assessments, as prescribed in Sections 197.3632 and 197.3635, Florida Statutes.

SCOPE

The Homestead EFBD, located in Commission District 9, intends to adopt non-ad valorem assessments or special assessments for the construction, maintenance and operation of public educational facilities at particular sites within the EFBD boundaries.

FISCAL IMPACT/FUNDING SOURCE

There is no fiscal impact to the County as a result of this Intergovernmental Cooperation Agreement. In accordance with Sections 197.3632 and 197.3635, Florida Statutes, and the Intergovernmental Cooperation Agreement, the Homestead EFBD will charge separate non ad valorem assessments for satisfying the debt obligations of the Homestead EFBD related to the services mentioned above. The Homestead EFBD agrees that the County shall be entitled to retain two percent on the amount of special assessments collected and remitted to cover all of the County's associated costs.

TRACK RECORD/MONITOR

The Homestead EFBD 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 Intergovernmental Cooperation Agreement is managed by the Property Appraiser's Office.

BACKGROUND

The Homestead EFBD has requested that the Property Appraiser and Tax Collector include these proposed or adopted non-ad valorem or special assessments 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 Section 197.3635, Florida Statutes.

The Intergovernmental Cooperation Agreement between the Homestead EFBD and Miami-Dade County affords Homestead EFBD the convenience and financial savings of utilizing the TRIM notice and combined tax bill for collection of its non ad valorem and/or special 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 owner(s). The term of this agreement commences with assessments collected in FY 2008-2009 and continues until cancelled by either party.

Attachment

Cynthia W. Curry
Senior Advisor to the County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: May 6, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Amended Agenda Item No. 9(A)(19)(G)

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 _____

Amended
Agenda Item No. 9(A)(19)(G)
5-6-08

RESOLUTION NO. R- 520-08

RESOLUTION AUTHORIZING EXECUTION OF THE INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE HOMESTEAD EDUCATIONAL FACILITIES BENEFIT DISTRICT AND MIAMI-DADE COUNTY TO PROVIDE SERVICES TO THE HOMESTEAD EDUCATIONAL FACILITIES BENEFIT DISTRICT IN ACCORDANCE WITH SECTION 197.3632, FLORIDA STATUTES, UNIFORM METHOD FOR THE LEVY, COLLECTION AND ENFORCEMENT OF NON-AD VALOREM ASSESSMENTS

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 197.3631 and 197.3632, Florida Statutes (2007), this Board hereby authorizes the Mayor or his designee to execute the attached Intergovernmental Cooperation Agreement between the Homestead Educational Facilities Benefit District and Miami-Dade County, after re-execution of said Agreement by the Homestead Educational Facilities Benefit District.

The foregoing resolution was offered by Commissioner Dennis C. Moss, who moved its adoption. The motion was seconded by Commissioner Bruno A. Barreiro and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman aye
Barbara J. Jordan, Vice-Chairwoman aye

Jose "Pepe" Diaz	absent	Audrey M. Edmonson	absent
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	absent	Dennis C. Moss	aye
Dorrin D. Rolle	absent	Natacha Seijas	aye
Katy Sorenson	absent	Rebeca Sosa	aye
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of May, 2008. 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: Kay Sullivan
Deputy Clerk

Approved by County Attorney as to form and legal sufficiency.

James K. Kracht

INTERGOVERNMENTAL COOPERATION AGREEMENT
By and Among
MIAMI-DADE COUNTY
AND
HOMESTEAD EDUCATIONAL FACILITIES BENEFIT DISTRICT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 20___, by and among Miami-Dade County (hereinafter referred to as "County"), Florida, and Homestead Educational Facilities Benefit District (hereinafter referred to as "Homestead EFBD"), Miami-Dade County, Florida.

WITNESSETH:

WHEREAS, the Homestead EFBD intends to adopt non-ad valorem assessments or special assessments for the cost of providing construction, maintenance and operation of public educational facilities at particular sites within the EFBD boundaries, pursuant to Sections 1013.355-1013.357, Florida Statutes, through cooperative arrangements among district school boards, local general purpose governments and benefited private development interests; and

WHEREAS, Homestead EFBD 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 construction, maintenance and operation of public educational facilities at particular sites within the EFBD boundaries; and

WHEREAS, Homestead EFBD has requested that the Property Appraiser and Tax Collector include its proposed or adopted non-ad valorem assessments for the above referenced construction, maintenance and operation of public educational

facilities 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 Section 197.3635 Florida Statutes; and

WHEREAS, pursuant to section 197.3632 Florida Statutes, the Homestead EFBD, the Tax Collector and the Property Appraiser must enter into a written agreement evidencing the Tax Collector and the Property Appraiser's agreement to place Homestead EFBD's herein specified proposed non-ad valorem assessments on the TRIM Notice and tax bill; and

WHEREAS, Homestead EFBD has duly complied with the notice provisions and adopted the required resolutions set forth in Section 197.3632 Florida Statutes so as to entitle it to utilize the non-ad valorem method of collection.

NOW THEREFORE, for good and valuable consideration, and intending to be legally bound hereby, the County and Homestead EFBD agree as follows:

1. The Miami-Dade Property Appraiser agrees to place Homestead EFBD's proposed non-ad valorem assessments for Homestead EFBD on the Notice of Proposed Property Taxes and Proposed or Adopted Non-Ad Valorem Assessments prepared in accordance with Section 200.069, Florida Statutes.
2. The Miami-Dade Tax Collector agrees to Homestead EFBD's request to place its adopted non-ad valorem assessments for Homestead EFBD on the Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments in accordance with Section 197.3635, Florida Statutes.

3. The local governing body 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.

4. Homestead EFBD and the County agree that, in consideration for services herein agreed to be performed by the County, the County shall be entitled to retain the actual costs of collection, not to exceed two percent (2%) on the amount of special assessments collected and remitted.

5. **Duration of this Agreement.** This Agreement shall take effect upon signing and shall extend to the collection of special assessments for each Fiscal Year commencing October 1, 2008 until canceled by either party pursuant to section 9 herein.

6. **Severability of the Provisions in this Agreement.** The provisions in this Agreement, except for section 3, 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.

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

8. **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.

9. **Cancellation.** This Agreement may be canceled by either party upon thirty (30) days written notice to the other party.

10. **Binding Effect.** This Agreement shall be binding upon and enforceable against any successors of each respective party, including but not limited to successive Homestead EFBD Managers, County Managers, Homestead EFBD Council Members and County Commissioners.

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. **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.

13. **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 Homestead EFBD and the County.

ATTEST:

By:_____
(name and title)

Approved as to form and correctness:

By:_____
(name and title)

HOMESTEAD EDUCATIONAL FACILITIES BENEFIT DISTRICT

By:_____
(name and title)

ATTEST:

By:_____
Harvey Ruvin
County Clerk

Approved as to legal sufficiency:

By:_____
Assistant County Attorney

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

By:_____
George M. Burgess
County Manager