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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 15(A)(2)

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

DATE: March 6, 2012

FROM: Honorable Harvey Ruvin, Clerk
Circuit and County Courts

Christopher Agrippa, Division Chief
Clerk of the Board Division

SUBJECT: Resolution authorizing execution of the Intergovernmental Cooperation Agreement between the Bal Harbour Village and Miami-Dade County Tax Collector and Miami-Dade Office of the Property Appraiser to provide services to the Village in accordance with Sections 197.3632 and 197.3635, Florida Statutes, Uniform Method for the levy, collection and enforcement of non-ad valorem assessments

Resolution No. R-252-12

Ordinance 08-62 adopted by the Miami-Dade County Board of County Commissioners provides that the Property Appraiser may submit resolutions, ordinances, or reports related to his duties to the Clerk of the Board Division for placement on the next available agenda of the Miami-Dade County Board of County Commissioners.

Attached for placement on the March 6, 2012, Board of County Commissioners' agenda, is a proposed resolution authorizing execution of the Intergovernmental Cooperation Agreement between the Bal Harbour Village and Miami-Dade County Tax Collector and Miami-Dade Office of the Property Appraiser to provide services to the Village in accordance with Sections 197.3632 and 197.3635, Florida Statutes, Uniform Method for the levy, collection and enforcement of non-ad valorem assessments.

CA/fcd
Attachment

Memorandum

MIAMI-DADE COUNTY

Date: March 6, 2012

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

From: Honorable Pedro J. Garcia, Property Appraiser

Subject: Resolution Authorizing Intergovernmental Cooperation Agreement with Bal Harbour Village

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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 Bal Harbour Village (Village) to allow the Village 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 Village is located within County Commission District 4. The Village has requested that the Appraiser and Collector include its proposed or adopted non-ad valorem assessments for the cost of providing services, facilities or programs for security and landscape purpose (Security and Landscape Program) on residential properties within the gated residential section of the Village 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 Village 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. There is no negative fiscal impact to the County as a result of this Agreement.

TRACK RECORD/MONITOR

The Village 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 Village will charge separate non-ad valorem assessments for the cost of providing services, facilities or programs for security and landscape purpose (Security and Landscape Program) on residential properties within the gated residential section of the Village. The Agreement affords the Village 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 for Fiscal Year 2012-2013 for the cost of providing services, facilities or programs for security and landscape purpose (Security and Landscape Program) on residential properties within the gated residential section of the Village and continues until cancelled by either party.

Attachment

MEMORANDUM

(Revised)

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

DATE: March 6, 2012

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

SUBJECT: Agenda Item No. 15(A)(2)

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**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

✓ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous_____) 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)(2)
3-6-12

RESOLUTION NO. R-252-12

RESOLUTION AUTHORIZING EXECUTION OF THE INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND MIAMI-DADE COUNTY TAX COLLECTOR AND MIAMI-DADE OFFICE OF THE PROPERTY APPRAISER TO PROVIDE SERVICES TO THE VILLAGE IN ACCORDANCE WITH SECTIONS 197.3632 AND 197.3635, 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 197.3632 and 197.3635, Florida Statutes, this Board hereby authorizes the Property Appraiser and the Mayor or his designee to execute the attached Intergovernmental Cooperation Agreement between the Bal Harbour Village and Miami-Dade County.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Jose "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	**aye**		
Audrey M. Edmonson, Vice Chairwoman	**absent**		
Bruno A. Barreiro	**absent**	Lynda Bell	**aye**
Esteban L. Bovo, Jr.	**aye**	Jose "Pepe" Diaz	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**absent**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Rebeca Sosa	**aye**	Sen. Javier D. Souto	**absent**
Xavier L. Suarez	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of March, 2012. 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: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Jorge Martinez-Esteve

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INTERGOVERNMENTAL COOPERATION AGREEMENT
By and Among
MIAMI-DADE COUNTY
AND
BAL HARBOUR VILLAGE

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2012, by and among Miami-Dade County on behalf of the Tax Collector (hereinafter referred to as "Tax Collector"), Florida, Miami-Dade County Office of the Property Appraiser (hereinafter referred to as "Property Appraiser"), and Bal Harbour Village, Florida (hereinafter referred to as "Village").

WITNESSETH:

WHEREAS, the Village intends to adopt non-ad valorem assessments or special assessments within the gated residential section of the Village for the costs of providing services, facilities or programs for security and landscape purposes (the "Security and Landscape Program") on residential properties; and

WHEREAS, the Village 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 Village has requested that the Property Appraiser and Tax Collector include its adopted non-ad valorem assessments the cost of the Security and Landscape Program on residential real estate properties within the gated residential section of the Village on the Notice of Proposed Property Taxes 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 Village, Tax Collector and Property Appraiser must enter into a written agreement evidencing the Tax Collector's and Property Appraiser's agreement to place the Village's herein specified non-ad valorem assessments on the TRIM Notice and tax bill; and

WHEREAS, the Village has duly complied with the Notice provisions and adopted Resolution No. 2011-748, in compliance with the required resolutions set forth in Section 197.3632 Florida Statutes, so as to entitle the Village 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 Tax Collector, Property Appraiser and the Village agree as follows:

1. The Property Appraiser agrees to place the Village's non-ad valorem assessments for the cost of the Security and Landscape Program on residential real estate properties within the gated residential section of the Village 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 Tax Collector agrees to the Village's request to place its adopted non-ad valorem assessments for the cost of the Security and Landscape Program on residential real estate properties within the gated residential section of the Village on the Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments in accordance with Section 197.3635, Florida Statutes.

3. The Village 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. The Village, Property Appraiser and Tax Collector agree that, in consideration for services herein agreed to be performed by the Property Appraiser and Tax Collector, the Property Appraiser and Tax Collector 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 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 Village Mayors, Village Managers, County Managers, Property Appraisers, Tax Collectors, Village Commissioners, 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 Village and the County.

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(S E A L)

BAL HARBOUR VILLAGE, FLORIDA,

A municipal corporation of the
State of Florida

ATTEST:

By: _____ 1/9/12
Date

By: _____ 1-9-12
Date

Ellisa L. Horvath, Village Clerk
(name and title)

ALFRED J. TREPPEDA, VILLAGE MANAGER
(name and title)

MIAMI-DADE COUNTY, FLORIDA
OFFICE OF THE PROPERTY APPRAISER

By: _____ _____
Pedro J. Garcia Date
Property Appraiser

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

ATTEST:

By: _____
Harvey Ruvin
County Clerk

By: _____ _____
Carlos A. Gimenez Date
Mayor

Approve
d as to legal sufficiency:

By: _____
Assistant County Attorney