OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 8(G)(1)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: July 1, 2014

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

SUBJECT: Resolution approving an Interlocal Agreement between Miami-Dade County and the Village of El Portal in connection with the proposed annexation by the Village of El Portal
Resolution No. R-600-14

The accompanying resolution was prepared by the Office of Management and Budget and placed on the agenda at the request of Prime Sponsor Commissioner Audrey M. Edmonson.

R. A. Cuevas, Jr.
County Attorney

RAC/smm

Memorandum

MIAMI-DADE COUNTY

Date: July 1, 2014

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Interlocal Agreement with the Village of El Portal for the Annexation of Area A and Area B

Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the interlocal agreement with the Village of El Portal (Village) regarding the governance of annexation "Area A" and "Area B" (Areas).

Scope

The proposed annexation areas are approximately 22 acres or 0.03 square miles of the Unincorporated Municipal Service Area (UMSA).

Area A is generally bounded on the north by NW 91 Street, on the south by NW 87 Street, on the east by NW 2 Avenue, and on the west by NW 3 Avenue. Area A is fully developed and only includes Horace Mann Middle School, a Miami-Dade County Public School.

Area B is generally bounded on the north by NE 83 Court, on the south by NE 83 Street, on the east by Biscayne Boulevard and on the west by the Little River Canal. Area B consists of mostly vacant land with a zoning designation of Hotels and Motels and Multi-Family.

Both Areas lie within Commission District 3, which is represented by Commissioner Audrey M. Edmonson.

Fiscal Impact/Funding Source

The annexation Areas' 2013 Preliminary Taxable value is $2.53 million.

At the FY 2013-14 Village millage rate of 8.3 mills, the ad valorem revenues attributable to the Areas would be $21,020. At the FY 2013-14 UMSA millage rate of 1.9283 mills, the ad valorem revenues attributable to the Areas would be $4,874. The expected tax increase to the Areas would be $16,099 given the higher Village millage rate, and the average homeowner would pay an additional $1,238 in property taxes if this annexation is approved.

If the annexation is approved, pursuant to Section 20-8.1 and 20-8.2 of the County Code, the County would retain all franchise fees and utility tax revenues of the Areas. For the proposed annexation, an estimated $1,951 of franchise fees and $4,036 of utility taxes will be retained by the County.

As part of UMSA, the Areas generate approximately $12,261 in revenues (excluding franchise fees and utility taxes). Approximately $38,833 of budgeted expense may be attributed to the Areas. Should the annexation be approved, the net gain to the UMSA budget is estimated at $26,572.

It is important to note that the Village will not receive any ad-valorem revenue for the first year after the annexation, as taxes are collected in arrears. Additionally, the Village will be responsible for contacting the State of Florida for the state revenues attributable to the annexation areas.

Track Record/Monitor
The Office of Management and Budget will monitor the interlocal agreement.

Background
On February 20, 2013, the Village submitted a boundary change application to the Miami-Dade County Clerk of the Board. The application was placed on the March 5, 2013 Board meeting and was referred to the Planning Advisory Board, as required by the Code.

The Incorporation and Annexation Committee of the Planning Advisory Board and the Planning Advisory Board held a public hearing on July 1, 2013, and recommended the Board approve the annexation application.

The Board considered the annexation request on November 5, 2013, and approved Resolution R-897-13 directing the County Attorney to prepare the ordinance effectuating the boundary change, which is a separate item. This interlocal will govern the annexation Areas, and will provide for the following:

- Village will make payments for the pro-rata share of Stormwater Utility debt service;
- Transfer of local roads within the annexation Areas;
- County will retain franchise fees and utility taxes as currently required by the Miami-Dade County Code; and
- Annexation Areas will remain within the Fire Rescue District.

Both areas have fewer than 250 resident electors and are less than 50 percent developed as residential, and as such, there will be no vote of the electors in the annexation Areas.

Attachments

Edward Marquez
Deputy Mayor

Mayor 05614

MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: July 1, 2014

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

SUBJECT: Agenda Item No. 8(G)(1)

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 Mayor'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. 8(G)(1)
7-1-14

RESOLUTION NO. R-600-14

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE VILLAGE OF EL PORTAL IN CONNECTION WITH THE PROPOSED ANNEXATION BY THE VILLAGE OF EL PORTAL; AUTHORIZING THE COUNTY MAYOR OR DESIGNEE TO EXECUTE THE AGREEMENT IN SUBSTANTIALLY THE FORM ATTACHED AND TAKE ANY ACTION REQUIRED BY THE COUNTY HEREIN

WHEREAS, Section 6.04 of the Home Rule Charter establishes the framework by which the Board of County Commissioners of Miami-Dade County, after obtaining the approval of the municipal governing bodies concerned, after hearing the recommendations of the Planning Advisory Board, and after a public hearing, may by ordinance effect boundary changes; and

WHEREAS, on February 20, 2013, the Village of El Portal submitted an application for the annexation of unincorporated areas adjacent to the City; and

WHEREAS, Ordinance 14-69 of the Code of Miami-Dade County approved the annexation areas subject to conditions, including that Miami-Dade County and El Portal enter into this Interlocal Agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the interlocal agreement is hereby approved and the Board authorizes the Mayor or designee to execute the agreement in substantially the form attached and take any action required by the County herein.

The foregoing resolution was offered by Commissioner **Audrey Edmonson**, who moved its adoption. The motion was seconded by Commissioner **Jean Monestime** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of July, 2014. 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.

Cynthia Johnson-Stacks
Craig H. Coller

Interlocal Agreement

This agreement is entered into this ___ day of _____, 20__, by and between Miami-Dade County, Florida ("County") and the Village of El Portal ("Village"), a Florida municipal corporation.

W I T N E S S E T H

WHEREAS, section 6.04 of the Home Rule Charter for Miami-Dade County authorizes the County to approve changes to municipal boundaries; and

WHEREAS, the Village desires to change its boundary to include and annex the tract of land described in the accompanying ordinance (the "Annexed Property"); and

WHEREAS, the Village and the County desire to enter into an agreement that will provide for points of compromise and other matters.

WHEREAS, the Village will assume all municipal type services once the annexation has been approved: and

WHEREAS, certain public roads on the County Road System are within the Annexed Property (hereinafter referred to as "Road Segments"); and

WHEREAS, the County and the Village are desirous of transferring the underlying title and responsibility for the operation, maintenance, planning, design and construction of the Road Segments **(excluding traffic engineering functions for all Road Segments and Exempt Roads; and the operation, maintenance, planning, design and construction, including stormwater drainage related functions, for the Exempt Roads)** from the County to the Village; and

WHEREAS, pursuant to Section 335.0415, Florida Statutes, jurisdiction and responsibility for public roads may be transferred by mutual Agreement of the County and the Village; and

WHEREAS, Section 337.29(3), Florida Statutes, provides that title to roads transferred pursuant to Section 335.0415, Florida Statutes, shall be in the government entity to which such roads have been transferred upon the recording of a right-of-way map in the public records; and

WHEREAS, the County and the Village have determined that it is in the best interest of the parties that responsibility for the operation, maintenance, planning, design and construction of the Road Segments and of any future improvements Segments **(excluding traffic engineering functions for all Road Segments and Exempt Roads; and the operation, maintenance, planning, design and construction, including stormwater drainage related functions, for the Exempt Roads)** thereto be transferred to the Village.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the parties hereby agree as follows:

A. Debt Service. Obligations of the Village.

1. **Utility Taxes and Franchise Fees.** Pursuant to current applicable law and the Code of Miami-Dade County, the County shall continue to receive and retain the electrical franchise fee generated from the Annexed Property area through the life of the franchise agreement granted by Miami-Dade County Ordinance 89-81, and utility tax revenues derived from the Annexed Property in perpetuity.

2. **Stormwater Utility Bond Debt Service**. The Village remains a part of Miami-Dade County Stormwater Utility Service Area (the Village has not exempted). Therefore, any areas annexed by the Village, shall remain a part of the Miami-Dade County Stormwater Utility Service Area. In accordance with Resolution No. R-375-03 (expires May 4, 2018), the In-Village Revenue will be reduced by applicable Utility costs, which include collection costs and the pro-rata share of the debt on the outstanding Stormwater Utility Revenue and Refunding Bond, Series 2013.

B. **Stormwater Management**. A review of the County's Water Control Plan shows no County owned secondary canals at or near the proposed annexation area.

C. **Solid Waste Disposal** Pursuant to Section 20-8.4 of the Miami-Dade County Code, the County shall forever continue to collect and dispose of all residential waste within the Annexed Property in the same manner as though such Annexed Property area remained part of the unincorporated areas of the County, unless the authority to collect such waste is delegated by the County to the governing body of the Village through a twenty (20) year interlocal agreement which provides for the collection services, and a twenty (20) year interlocal agreement which provides for disposal services in substantially the form approved by Resolution R-1198-95. In the event that the Village contracts with a private waste hauler to collect residential waste within the Annexed Property, the private hauler will be obligated to pay the Disposal Facility Fee to the County in accordance with Section 15-25.2 of the Miami-Dade County Code.

D. **Transfer of Public Roads**

1. The above recitals are true and correct and incorporated herein.

2. The jurisdiction, ownership and control of all public roads, as defined in Section 334.03 (23), Florida Statutes, within the Annexed Property heretofore designated as part of the County road system prior to the effective date of this agreement are hereby transferred and conveyed to the Village road system, except for the following road (which is hereafter referred to as "Exempt Road") as listed below:

<u>NW 2 Avenue from NW 87 Avenue to NW 91 Street</u>

In addition, as defined in Section 10-1, Miami-Dade County Code, the Miami-Dade Public Works Department shall remain as the administrative

agency with responsibility for issuing permits and collecting fees for work in, on, under, or over public streets, thoroughfares, waterways, and utility easements on Exempt Roads.

3. The right and responsibility of all traffic engineering matters to regulate traffic and determine appropriate measures and install, maintain, modify or remove traffic control devices such as traffic signals, signs and pavement markings, including road closures, roundabouts or other traffic-calming devices within the Annexed Property remains with the County. Nothing herein diminishes the County's jurisdiction over all traffic engineering matters within the territorial area of Miami-Dade County including within municipalities, except State road rights of way. Setting the hours and days that construction by any Department or Agency of the County in or on any public street shall be reserved to the County with prior informed consent of the Village. The right and responsibility to issue permits or to collect any fees for any construction, including utility work, within the public rights of way of the Exempt Roads, is not transferred to the Village. The rights and responsibility to issue permits or collect fees for construction, including utility work, within the public rights of way of all non-exempt roads within the Annexed Property are expressly transferred to the Village by this agreement except those associated with traffic engineering. The Village agrees that it shall not levy any fee or require a permit from any County Agency for work within the Annexed Property. The County shall have the authority to issue permits and collect fees for private driveway connections to the Exempt Roads within the Annexed Property as a part of the overall site plan review and permitting process.

4. The Village agrees to accept all legal rights, responsibilities and obligations with respect to the Road Segments, including but not limited to the operation, maintenance, planning, design and construction of the Road Segments except for the traffic engineering for all Road Segments and stormwater drainage related functions for Exempt Roads.

5. As limited by Section 768.28, Florida Statutes the County shall remain responsible for any tort liability for any actions arising out of the County's operation and maintenance of the Road Segments prior to and up to the effective date of the transfer of such roadways. Except as otherwise provided herein, the Village and the County agree that no indemnification or hold harmless agreement shall be in effect concerning any claims, demands, damages and causes of action that may be brought against either party pursuant to this Agreement. The Village and the County shall each individually defend any action or proceedings brought against their respective agencies pursuant to this Agreement and shall be individually responsible for all of their respective costs, attorneys fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees that may be entered as a result thereof. The County shall **to the extent permitted by law and as limited by Section 768.28, Florida Statutes** defend, indemnify and hold harmless the Village its Agents, officers and employees from any claim, dispute, action or suit alleging any injury as a result of the County's performance or failure to perform the duties assumed by the County pursuant to Paragraph (C), hereof.

6. The County within thirty (30) days of the execution of this agreement shall provide the Village with all of the County's Engineering Division's Section Maps, which generally depict the rights-of-way.

7. Upon execution of this Agreement, the County Mayor and Village Mayor shall determine a mutually agreeable date for the recordation and transfer of the Road Segments (excluding the Exempt Roads) following the approval of this interlocal agreement by the Board of County Commissioners. A listing of all the road segments being transferred to the Village will be provided to the Village Mayor.

8. The County shall provide the Village with a list of all completed, planned and/or unfunded roadway/sidewalk/stripping projects for the Road Segments and, upon the Village Mayor's request, access to Plans, Specifications, Drawings, and Permits for such projects. The County shall assign to the Village any existing contractor or manufacturer warranties or guarantees for any completed Roadway Projects.

9. Whenever one of the parties to this Agreement desires to give notice to the other, such notice must be in writing, sent by U.S. Mail, certified, return receipt requested, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Carlos A. Gimenez
County Mayor
Mayor's Office
Stephen P. Clark Center

111 N.W. 1st Street, Suite 2910
Miami, Florida 33128
Telephone: (305) 375-5311
Facsimile: (305) 375-4658

For the Village:

Telephone: (305) 221-0411
Facsimile: (305)

E. Department of Regulatory and Economic Resources.

1. Permitting

The Miami-Dade Department of Regulatory and Economic Resources, hereinafter "RER", shall process and issue building permits for all applications received prior to the effective date of the annexation, for new construction, alterations, repairs or demolitions on real property within the annexation area's boundaries. RER shall process and issue all subsidiary building permits associated with a master permit issued prior to the effective date of the annexation as provided for above to ensure completion of a project. For the purpose of this agreement, a master permit is defined as the primary building permit issued by the Building Official which enables the permit holder to commence construction, alteration, repair, installation or demolition work. A subsidiary permit is any ancillary permit required under the Building Code to complete a project commenced under a master building permit as determined by the Building Official. A subsidiary permit may be in the same or a different trade as the master permit. RER's services contemplated by this paragraph shall include the performance of all required inspections, plan reviews, and the issuance of the applicable Certificate of Occupancy and/or Certificate of Completion.

2. Permit Records and Reports.

a. Within thirty (30) days from execution of this Agreement, RER shall deliver to the Village Manager a written report listing each active master permit and subsidiary permit issued within the boundaries of the Village. This report shall include the address of the property, the permit numbers, description of permit type, and the dates the permits were issued and the last inspection date and type for the open permits. This report shall be updated monthly.

b. RER shall maintain all other records related to Building Department services performed by RER within the Village's boundaries in accordance with its current practice for the unincorporated area as required by law. Copies of such records may be obtained from RER upon request of the Village at the cost specified for the reproduction of documents contained in the Department's fee schedule.

3. Compensation

RER shall retain all permit fees, penalties, and other fees and charges collected by RER for any application filed or permits issued prior to the Village assuming building services. RER shall retain all permit fees for any required subsidiary permits issued by the RER pursuant to the provisions of the initial paragraph of this section, regardless of the date of issue.

4. Expired Permits

On or before 30 days after the Village begins providing building services, RER shall provide a report to the Village listing any permit for work within the Village 's boundaries that expired prior to the Village's assumption of building services. The list shall include the permit number, job address, description of permit type and last inspection date and type. Each month thereafter within 15 days after the end of each month, RER will provide the Village with an updated report listing

any permits that expired within the previous calendar month. Copies of any available permit application, plans, files or other documents related to an expired permit may be obtained from RER upon written request of the Village at the cost specified for the reproduction of documents contained in the Department's fee schedule. After assumption of municipal services as outlined in Article II, the Village shall be responsible for enforcement actions relating to any expired permit reported to the Village by the Building Department. It is in the complete and sole discretion of the Village to engage in any enforcement action relating to any expired permit.

For permits issued under the South Florida Building Code, an expired permit is any permit issued by RER which lacks a final inspection approval from the Building Department and/or lacks compliance with the laws, rules or regulations of any other County, State or Federal regulatory authority having jurisdiction and has not had an inspection within 180 days of the date of issuance or from the date of the last inspection under the permit. For permits issued under the Florida Building Code, an expired permit is any permit issued by RER which lacks a final inspection approval from RER and/or lacks compliance with the laws, rules or regulations of any other County, State or Federal regulatory authority having jurisdiction which has not had an approved inspection within 180 days of the date of the issuance of the permit or within 180 days of the date of the last approved inspection made by RER. Regulatory authorities having jurisdiction include, but are not limited to, the following: Miami-Dade Fire Rescue, Miami-Dade Department of Regulatory and Economic Resources, Miami-Dade Public Works and Solid Waste Department, Miami-Dade Water and Sewer Department, , Florida Department of Health and Rehabilitative Services, United States Army

Corps of Engineers, State Fire Marshal, Miami-Dade County Public Schools and Miami-Dade Transit.

5. RER Authority/Responsibility

RER in its performance of the services set forth in this agreement is authorized and designated to continue to act on behalf of the Village as the Village's Building Official in accordance with any applicable building codes and Chapter 468, Florida Statutes until the Village assumes responsibility on the effective date of the annexation. The Village will assume responsibility for processing any permit applications submitted on or after the effective date of the annexation, performing inspections on any permits issued by the Village and proceeding with enforcement on expired permits and all cases transferred by the County in accordance with the terms of this agreement. Under this agreement, as of the effective date of the annexation, the County will only retain authority to process applications and issue permits submitted prior to the municipal service assumption date or the date agreed to transfer services and subsidiary permits tied to master permits issued by the County, and perform all inspections for the master and subsidiary permits issued by the County until the issuance of the Certificate of Completion, Certificate of Occupancy, or expiration of the permit.

6. Enforcement

Until the annexation approval date, RER shall continue, either directly or through contractors, with any Building Code enforcement case initiated as a result of the receipt of a complaint or opening of a case file prior to the annexation approval date. Such cases include code enforcement for building permit violations, unsafe structures, and working without permits. As of the annexation approval date, RER shall close all active enforcement cases and provide the Village with a list of the closed cases. RER shall be entitled to retain all fines, fees, costs and

penalties resulting from the investigation and pursuit of any enforcement action initiated under this section above for the cases closed by RER. This includes the payment of any lien filed or amount paid in satisfaction of a court judgment. In the event a Building Code enforcement case is turned over to the Village for completion of any enforcement action, RER shall be entitled to collect any fines, fees, or penalties owed to RER as of the date the case is turned over to the Village. The Village shall negotiate on a case by case basis with RER on any share that it may be entitled to. In addition, RER shall be entitled to collect all enforcement fees and costs accrued in the matter of any unsafe structures enforcement case that is closed by RER after this Agreement is executed. If the unsafe structures enforcement case is turned over to the Village, then RER shall only be entitled to recover those fees and costs which have accrued up to the date the case is transferred to the Village.

Notwithstanding the transition of powers and duties provided for in this agreement, the Building Official for Miami-Dade County and for the Village may opt to enter into a separate agreement for the County's completion of specified enforcement cases that may have been commenced by the County and are near completion, all in the interest of efficiency, cost savings and protecting the public safety. Until the execution of such agreement, all enforcement authority and responsibility shall remain with the Village. Such agreement shall contain a specific identification of cases to be completed by the County, shall provide for the allocation of fees and costs relating to those cases, and shall be executed by the County Mayor or his designee and the Village Manager not later than sixty (60) days following the effective date of this agreement.

7. Restrictive Covenants

Pursuant to Section 20-8.8, Code of Miami-Dade County, Miami-Dade County shall retain jurisdiction over the modification or deletion of declarations of restrictive covenants accepted by either the Board of County Commissioners or a Miami-Dade County Community Zoning Appeals Board in connection with a Comprehensive Development Master Plan application or zoning application, regardless of whether such declaration provides for modification or deletion by a successor governmental body. It is provided, however, that the Board of County Commissioners may not exercise such jurisdiction unless the Village of El Portal has first approved the modification or deletion.

F. Fire Rescue District

The annexation area shall remain within the Miami-Dade Fire Rescue District in perpetuity.

G. Public Safety

Jurisdiction for police service in the areas annexed to the Village I, including all legal rights, responsibilities and obligations consistent with its municipal police powers, is hereby assumed by the Village of El Portal Police Department commencing on the effective date of this agreement.

H. Term

The provisions of this agreement shall be in full force and effect commencing on the date of the execution of this agreement and continuing in perpetuity.

I. Representation by the Village and the County

Each party represents that his agreement has been duly approved and executed by its governing body and that it has the required power and authority to enter into and perform the obligations hereunder.

J. Invalidation of Provisions, Severability

Wherever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this agreement is prohibited or invalid under applicable law, the remaining provisions of this interlocal agreement shall not be affected by such invalidity.

K. Existing Agreements.

Any and all existing interlocal agreements between the County or any of its departments of agencies (such as but not limited to RER, Miami-Dade County Stormwater Utility, PWWM, WASD, Public Safety, etc.) and the **Village** shall remain in full force and effect and shall not be altered, changed, modified, amended or terminated as a result of this agreement unless specified herein.

L. Effective Date and Term

The provisions of this agreement shall be in full force and effect commencing on the date of the execution of this agreement and continuing in perpetuity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective and duly authorized representatives.

Attest:

VILLAGE OF EL PORTAL, FLORIDA

By:_____
Village Clerk

By: _____
Date

Approved for legal sufficiency and form:

_____
Village Attorney

Attest:

MIAMI-DADE COUNTY, FLORIDA

Harvey Ruvin, Clerk

By:_____
Deputy Clerk
Date

By: _____
Mayor Carlos A. Gimenez or designee

Approved for legal sufficiency and form:

_____
County Attorney