



M E M O R A N D U M

Agenda Item 15(A)3

TO: Honorable Chairman Oliver G. Gilbert, III and
Members, Board of County Commissioners

DATE: April 16, 2024

FROM: Honorable Juan Fernandez-Barquin
Clerk of the Court and Comptroller

SUBJECT: Resolution Authorizing
Intergovernmental Cooperation
Agreement with the Village of Pinecrest

Basia Pruna, Director
Clerk of the Board Division

Resolution No. R-341-24

Section 2-70(6) of the Miami-Dade County Code requires the Miami-Dade County Property Appraiser to submit resolutions, ordinances, or reports related to their duties to the Clerk of the Board Division to be placed on the next available meeting agenda of the Board of County Commissioners.

Attached for your consideration is a proposed resolution authorizing the Intergovernmental Cooperation Agreement with Village of Pinecrest.

BP/dmc

Attachment

MDC001

Memorandum



To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Pedro J. Garcia, MNAA
Property Appraiser 

Subject: Resolution Authorizing Intergovernmental Cooperation Agreement with the Village of Pinecrest

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 Village of Pinecrest (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 7, represented by Commissioner Raquel A. Regalado. The Village has requested that the Appraiser and Collector include its proposed or adopted non-ad valorem assessments for Security Guard Services of the Village on the notice of proposed 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 Sections 197.3632 and 197.3635, Florida Statutes.

Delegation of Authority

This item authorizes the County Mayor or County Mayor's designee to execute the agreement approved by this item on behalf of the Tax Collector, following approval by the County Attorney's Office as to legal sufficiency.

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 the County's associated costs. There is no negative fiscal impact to the County because 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 Security Guard Services 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 in 2024 and continues until cancelled by either party.



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: April 16, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 15(A)(3)

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)(3)
4-16-24

RESOLUTION NO. R-341-24

RESOLUTION APPROVING THE INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE VILLAGE OF PINECREST, MIAMI-DADE COUNTY, AND THE MIAMI-DADE COUNTY OFFICE OF THE PROPERTY APPRAISER TO PROVIDE SERVICES TO THE VILLAGE OF PINECREST 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 COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE PROVISIONS CONTAINED THEREIN, INCLUDING CANCELLATION

WHEREAS, the Village of Pinecrest ("the Village") has adopted Resolution No. 2023-86, a copy of which is attached hereto as Exhibit A, setting forth the Village'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 No. 2023-86 was adopted, the Village 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 attached hereto; and

WHEREAS, the Village 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 Village, the County, and the Property Appraiser to provide services to the Village (“Agreement”). This Board hereby further authorizes the County Mayor or County Mayor’s 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 **Danielle Cohen Higgins** ,who moved its adoption. The motion was seconded by Commissioner **Anthony Rodriguez** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	absent
Anthony Rodríguez, Vice Chairman	aye
Marleine Bastien	aye
Kevin Marino Cabrera	aye
Roberto J. Gonzalez	aye
Danielle Cohen Higgins	aye
Kionne L. McGhee	aye
Micky Steinberg	aye
Juan Carlos Bermudez	aye
Sen. René García	aye
Keon Hardemon	aye
Eileen Higgins	aye
Raquel A. Regalado	aye

The Chairperson thereupon declared this resolution duly passed and adopted this 16th day of April, 2024. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "Jorge Martinez-Esteve", written over a horizontal line.

Jorge Martinez-Esteve
Ryan Carlin

RESOLUTION NO. 2023-86

A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, PROVIDING FOR THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON-AD VALOREM ASSESSMENTS FOR THE PROVISION OF SECURITY GUARD SERVICES FOR THE PINECREST BY THE SEA SECURITY GUARD SPECIAL TAXING DISTRICT (ALSO KNOWN AS THE GABLES BY THE SEA-PINECREST SECURITY GUARD SPECIAL TAXING DISTRICT) IN ACCORDANCE WITH THE PROVISIONS OF SECTION 197.3632, F.S.; PROVIDING FOR AUTHORIZATION; AND PROVIDING AN FOR EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 18 of the Miami-Dade County (“County”) Code of Ordinances, on October 6, 2022, the County Board of County Commissioners adopted Ordinance No. 22-122 (the “Ordinance”), reconstituting the existing Gables by the Sea Security Guard Special Taxing District into two separate special taxing districts: the Pinecrest by the Sea Security Guard Special Taxing District (also known as the Gables by the Sea-Pinecrest Security Guard Special Taxing District) (the “District”) and the Gables by the Sea-Coral Gables Security Guard Special Taxing District, which districts encompass only those properties located entirely within the Village of Pinecrest (the “Village”) and the City of Coral Gables, respectively; and

WHEREAS, the District is generally bounded on the north by Lugo Avenue, on the east by SW 57 Avenue, on the south by SW 136 Street, and on the west by Old Cutler Road (the “District Boundaries”); and

WHEREAS, on January 10, 2023, the Village Council adopted Resolution No. 2023-5, accepting the transfer of the District to the Village in accordance with County Resolution No. R-896-22 and approving an interlocal agreement relating to the same (the “Interlocal Agreement”); and

WHEREAS, subject to the requirements of Chapter 18 of the County Code of Ordinances, the Village is authorized to establish special assessment rates and collect special assessments for the provision of security guard services within the District (the “Security Assessments”) pursuant to Section 7 of the Interlocal Agreement and the Ordinance within the District Boundaries; and

WHEREAS, Section 197.3632, Florida Statutes establishes a uniform method for the levy, collection and enforcement of non-ad valorem assessments (the “Uniform Method”); and

WHEREAS, Section 197.3632, Florida Statutes, authorizes the Village with respect to the District to elect to utilize the Uniform Method; and

WHEREAS, the Village Council on behalf of the District desires to use the Uniform Method for the purpose of collecting the Security Assessment levied and imposed for security guard services within the District; and

WHEREAS, the Village Council has advertised and conducted a public hearing, as shown on the advertisement and proof of publication attached hereto and incorporated herein as Exhibits "A" and "B," respectively, prior to the adoption of this Resolution; and

WHEREAS, pursuant to Section 197.3632, Florida Statutes, the legal description of the properties which may be subject to the levy of the Security Assessments is attached hereto and incorporated herein as Exhibit "C;" and

WHEREAS, the Village Council finds that the adoption of this Resolution is in the best interest and welfare of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF PINECREST, FLORIDA AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated herein by reference.

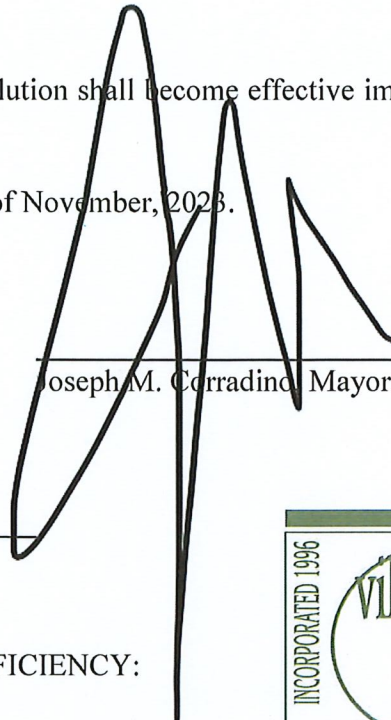
Section 2. Intent. Commencing with the 2024 Fiscal Year, beginning October 1, 2024, the Village intends to use the uniform method of collecting non-ad valorem assessments as authorized by Section 197.3632, Florida Statutes, as amended from time to time, to levy, collect, and enforce the Security Assessments for the provision of security guard services in the District. Such non-ad valorem assessments will be levied within the District Boundaries as set forth above. A map and legal description of the area subject to the non-ad valorem assessment is attached hereto and incorporated herein as Exhibit "C." The non-ad valorem Security Assessments and the Village's use of the uniform method of collecting its non-ad valorem Security Assessments may continue for more than one year.

Section 3. Authorization. The Village Council hereby authorizes the Village Manager to implement the intent and purpose of this Resolution by, including but not limited to, notifying the Miami-Dade County Property Appraiser's office, the Tax Collector and the Department of Revenue for the State of Florida of the Village's intent to collect Security Assessment by using the uniform method of collection and entering into a written agreement with the Property Appraiser and Tax Collector for this purpose, subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

Section 4. Direction to Village Clerk. The Village Clerk is hereby directed to send certified copies of this Resolution to the Miami-Dade County Property Appraiser, Miami-Dade County Tax Collector, and the Florida Department of Revenue.

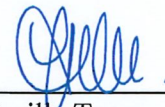
Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 14th day of November, 2023.



Joseph M. Corradino, Mayor

ATTEST:

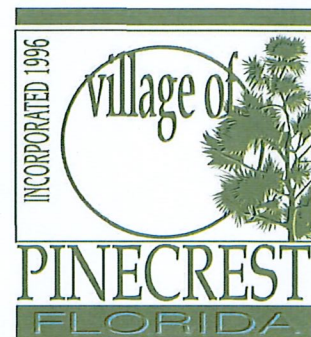


Priscilla Torres, MMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Mitchell Bierman
Village Attorney



Motion by: Councilmember Hochkammer
Second by: Vice Mayor del Prado
Vote: Councilmembers Abbott, Hochkammer, Fairman, Vice Mayor del Prado and Mayor Corradino voting Yes.

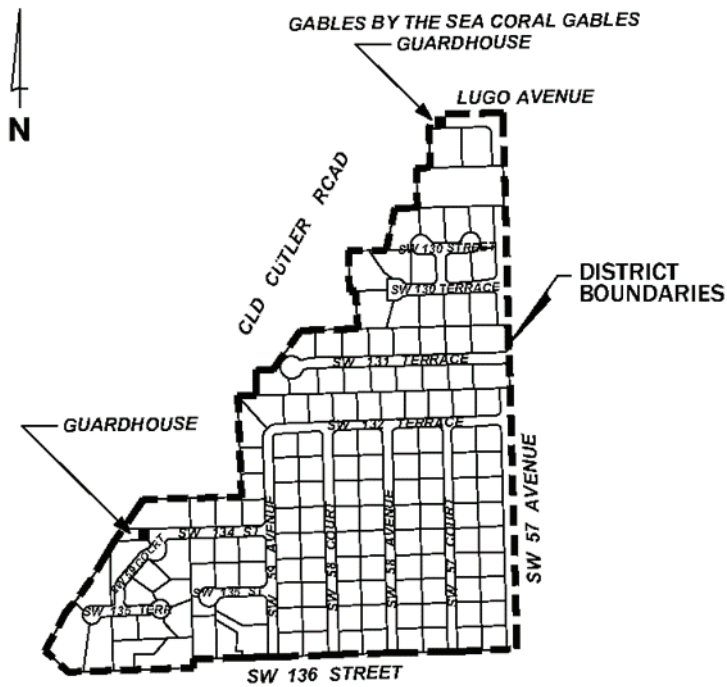
EXHIBIT C
MAP AND LEGAL DESCRIPTION OF AREAS SUBJECT TO ASSESSMENT

The District's corporate boundary as set forth in, to wit:

Portions of Sections 17 and 18, Township 55 South, Range 41 East, Miami-Dade County, Florida;
being more particularly described as follows:

Portions of "Rockdale Estates", according to the Plat thereof, as recorded in Plat Book 42, Page 19, being more particularly described as follows:

The East 370.00 feet of Tract 1, and the East 435.60 feet of Tract 3; and all of "Craigdale Manor", according to the Plat thereof, as recorded in Plat Book 94, Page 46, less Lot 1; and all of "Cutler Bay Estates", according to the Plat thereof, as recorded in Plat Book 95, Page 28; and all of "Cutler Bay Estates First Addition", according to the Plat thereof, as recorded in Plat Book 96, Page 45; and all of "Cutler Bay Estates Second Addition", according to the Plat thereof, as recorded in Plat Book 97, Page 24; and all of "Old Cutler Woods", according to the Plat thereof, as recorded in Plat Book 108, Page 11; and all of "Warwick Manor First Addition", according to the Plat thereof, as recorded in Plat Book 111, Page 47; and all of "First Addition to Old Cutler Woods", according to the Plat thereof, as recorded in Plat Book 122, Page 98; and all of "Second Addition to Old Cutler Woods", according to the Plat thereof, as recorded in Plat Book 130, Page 10; and all of "Old Cutler Springs", according to the Plat thereof, as recorded in Plat Book 131, Page 2; and all of "Old Cutler Springs First Addition", according to the Plat thereof, as recorded in Plat Book 133, Page 52.



McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
31762	480298	MIA- ROP	Priscilla Torres	\$12,274.64	3	10.18 in

Attention: Ms. Priscilla Torres

VILLAGE OF PINECREST
12645 S DIXIE HWY
MIAMI, FL 331565931

clerk@pinecrest-fl.gov

Copy of ad content
is on the next page

PUBLISHED DAILY MIAMI-DADE-FLORIDA

STATE OF FLORIDA COUNTY OF MIAMI-DADE

Before the undersigned authority personally appeared: Stefani Beard, who on oath says that he/she is CUSTODIAN OF RECORDS of The Miami Herald, a daily newspaper published at Miami in Miami-Dade County, Florida; that the attached copy of the advertisement that was published was published in said newspaper in the issue(s) of:

Publication: Miami Herald

4 insertion(s) published on:

10/22/23, 10/29/23, 11/05/23, 11/12/23

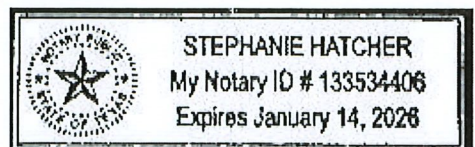
Affiant further says that the said Miami Herald is a newspaper published at Miami, in the said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Dade County, Florida each day and has been entered a second class mail matter at the post office in 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/she has neither paid or 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(s).

Stefani Beard

Sworn to and subscribed before me this 13th day of November in the year of 2023

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

MDC012

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BY AND AMONG
MIAMI-DADE COUNTY PROPERTY APPRAISER
AND
MIAMI –DADE COUNTY TAX COLLECTOR
AND
VILLAGE OF PINECREST**

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2024, 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 Village of Pinecrest; Florida (hereinafter referred to as "Village").

WITNESSETH:

WHEREAS, the Village intends to adopt non-ad valorem assessments or special assessments for security guard services (Security Assessments) within the Pinecrest by the Sea Security Guard Special Taxing District which is located within the Village of Pinecrest; 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 include its adopted non-ad valorem assessments for security assessments on the Notice of Proposed Property Taxes as specified in Section 200.069, Florida Statutes ("TRIM Notice"); and

WHEREAS, the Village has requested that the Tax Collector include its adopted non-ad valorem assessments for security assessments 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, 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 Village's herein specified non-ad valorem assessments on the TRIM Notice and tax bill; and

WHEREAS, the Village represents that it has duly complied with the Notice provisions and adopted Resolution No. 2023-86 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; 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 Village, the Property Appraiser, the Tax Collector agree as follows:

1. The Village, 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 Village's non-ad valorem assessments for roadway improvements within the Village of Pinecrest 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 Village 's request to place its adopted non-ad valorem assessments for security assessments within the District on the Combined Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments in accordance with Section 197.3635, Florida Statutes.
4. The Village agrees that all certified assessment rolls 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 Village agrees that, in consideration for services herein agreed to be performed by the Tax Collector, the Tax Collector shall be entitled to retain, 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 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, except for Section 4, 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 Village 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 Village or its employees, agents, servants, partners

principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The Village 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 Village, the Tax Collector, and the Property Appraiser.

(S E A L)

VILLAGE OF PINECREST, FLORIDA

A municipal corporation of the
State of Florida

ATTEST:

By: _____

Priscilla Torres, Village Clerk
(name and title)

By: _____

Yocelyn Gallardo
(name and title)

MIAMI-DADE COUNTY, FLORIDA
OFFICE OF THE PROPERTY APPRAISER

By: _____
Pedro J. Garcia

Property Appraiser

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

ATTEST:

By: _____
Juan Fernandez-Barquin
County Clerk and Comptroller

By: _____
Daniella Levine Cava
Miami- Dade County Mayor

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

By: _____
Assistant County Attorney