

RESOLUTION NO. 11-2004

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, PROVIDING FOR A UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS FOR RECYCLING SERVICES AND SOLID WASTE SERVICES; AUTHORIZING ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY TO PLACE THE TOWN'S PROPOSED NON-AD VALOREM ASSESSMENTS ON THE COUNTY TAX BILL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, section 197.3632, Florida Statutes, provides for a uniform method of collecting non-ad valorem assessments; and

WHEREAS, the Town of Surfside has determined that it is in the best interest of the Town collect the assessments, as referenced in Section 66-35 and 66-36 of the Town of Surfside Code of Ordinances, for the cost of providing recycling and solid waste services, including capital improvement project funding within the Solid Waste and Recycling Services enterprise fund; by using the uniform method of collecting such non-ad valorem assessments; and

WHEREAS, the Town of Surfside Commission passed resolution No. 11-2057 on November 8, 2011 allowing for the collection of non-ad valorem assessments using the uniform method of collection for such assessments; and

WHEREAS, it is in the best interests of the Town to enter into a written agreement with the Miami-Dade County Tax Collector and Property Appraiser governing the uniform method of collecting such assessments; and

WHEREAS, in compliance with section 197.3632 Florida Statutes, the Town has duly published its intent to use the uniform method for collection of such assessments in a newspaper of general circulation for four consecutive weeks preceding the hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AS FOLLOWS:

Section 1. Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed.

Section 2. Authorization. The Town Manager is authorized to enter into the Intergovernmental Cooperation Agreement and Addendum attached hereto as exhibit "A" and do whatever is necessary to effectuate the term of this agreement by and among Miami-Dade County and the Town of Surfside.

Section 3. Effective Date. That this Resolution shall be effective immediately upon adoption hereof.


PASSED and ADOPTED on this 13th day of Dec, 2011.

Motion by ~~Commissioner~~ vice-Mayor Graubart, second by Commissioner Karukin.

FINAL VOTE ON ADOPTION

Commissioner Michael Karukin
Commissioner Edward Kopelman
Commissioner Marta Olchyk
Vice Mayor Joseph Graubart
Mayor Daniel Dietch

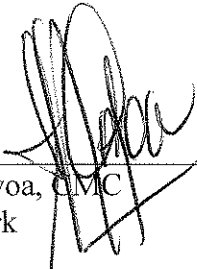
Yes
Absent
Yes
Yes
Yes



Daniel Dietch, Mayor

Resolution No. 11- 2004

Attest:



Sanda Novoa, CMC
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**



Lynn M. Dannheisser
Town Attorney

Resolution No. 11- 2004

INTERGOVERNMENTAL COOPERATION AGREEMENT
By and Among
MIAMI-DADE COUNTY
AND
TOWN OF SURFSIDE

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 the Town of Surfside, Florida (hereinafter referred to as "Town").

WITNESSETH:

WHEREAS, the Town intends to adopt non-ad valorem assessments or special assessments for the cost of providing recycling and solid waste services on residential and commercial real estate properties within the incorporated area of the Town; and

WHEREAS, the Town 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 Town has requested that the Property Appraiser and Tax Collector include its adopted non-ad valorem assessments for the cost of providing recycling and solid waste services on residential and commercial real estate properties within the incorporated area of the Town 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 Town, Tax Collector and Property Appraiser must enter into a written agreement evidencing the Tax Collector's and Property Appraiser's agreement to place the Town's herein specified non-ad valorem assessments on the TRIM Notice and tax bill; and

WHEREAS, the Town has duly complied with the Notice provisions and adopted Resolution No. 11-2057, in compliance with the required resolutions set forth in Section 197.3632 Florida Statutes, so as to entitle the Town 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 Town agree as follows:

1. The Property Appraiser agrees to place the Town's non-ad valorem assessments for the cost of providing recycling and solid waste services 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 Town's request to place its adopted non-ad valorem assessments for the cost of providing recycling and solid waste services on the Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments in accordance with Section 197.3635, Florida Statutes.
3. The Town 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 Town, 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 Town Mayors, Town Managers, County Managers, Property

Appraisers, Tax Collectors, Town 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 Town and the County.

(SEAL)

TOWN OF SURFSIDE, FLORIDA,

A municipal corporation of the State of Florida

ATTEST:

By: _____
Date

By: _____
Date

(name and title)

(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: _____ Date
Carlos A. Gimenez
Mayor

Approved as to legal sufficiency:

By: _____
Assistant County Attorney