

INTERGOVERNMENTAL COOPERATION AGREEMENT
By and Among
MIAMI-DADE COUNTY
AND
CITY OF CORAL GABLES

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of _____, 2011, 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 City of Coral Gables, Florida (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, the City intends to adopt non-ad valorem assessments or special assessments for the cost of providing solid waste collection services to property within the incorporated area of the City; and

WHEREAS, the City 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 City has requested that the Property Appraiser and Tax Collector include its adopted non-ad valorem assessments for solid waste collection services, to property within the incorporated area of the City 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 City, Tax Collector and Property Appraiser must enter into a written agreement evidencing the

Tax Collector's and Property Appraiser's agreement to place the City's herein specified non-ad valorem assessments on the TRIM Notice and tax bill; and

WHEREAS, the City has duly complied with the Notice provisions and adopted Resolution No. 2010-284, in compliance with the required resolutions set forth in Section 197.3632, Florida Statutes, so as to entitle the City 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 City agree as follows:

1. The Property Appraiser agrees to place the City's non-ad valorem assessments for solid waste services, to property within the incorporated area of the City 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 City's request to place its adopted non-ad valorem assessments for solid waste services, to property within the incorporated area of the City on the Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments in accordance with Section 197.3635, Florida Statutes.
3. The City 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 City, 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.

5. The City, 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.
6. **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.
7. **Severability of the Provisions in this Agreement.** The provisions in this Agreement, except for Section 3 and 5, 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. **Term 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 thirty (30) days written notice to the other parties prior to the end of the term.
11. **Binding Effect.** This Agreement shall be binding upon and enforceable against any successors of each respective party, including but not limited to successive City Mayors, City Managers, County Managers, Property Appraisers, Tax Collectors, City Commissioners, Council Members and County Commissioners.
12. **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.
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 City and the County.

(S E A L)

ATTEST:

CITY OF CORAL GABLES, FLORIDA
A municipal corporation of the
State of Florida

By: _____

By: _____

(name and title)

(name and title)

MIAMI-DADE COUNTY, FLORIDA
OFFICE OF THE PROPERTY APPRAISER

By: _____

Pedro J. Garcia
Property Appraiser

ATTEST:

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

By: _____

Harvey Ruvin
County Clerk

By: _____

George M. Burgess
County Manager

Approved as to legal sufficiency:

By: _____

Assistant County Attorney