

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE MIAMI-DADE COUNTY PROPERTY APPRAISER AND MIAMI-DADE COUNTY TAX COLLECTOR TO ALLOW THE INCLUSION OF A CITY ASSESSMENT FOR STORMWATER SERVICES ON THE ANNUAL PROPERTY TAX BILL; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Opa-Locka (“City”) previously engaged an engineering firm to determine the appropriate stormwater charge for each property within the City. In the process, the study highlighted the ineffectiveness of billing these charges on the utility bill; and

WHEREAS, billing for stormwater services on utility bills in the City is not efficient in ensuring that all properties pay their fair share of the support of the City’s storm drainage system. This is due to issues such as multiple water accounts to a single property, delinquent utility accounts and closed utility accounts due to vacant properties; and

WHEREAS, the City has determined it is in the best interest of the City to move billing of City stormwater fees from the City utility bill to the annual property tax bill to ensure every property is charged its fair share and support of the City's drainage system; and

WHEREAS, on December 9, 2020, the City Commission adopted Resolution 20-9822, notifying the County Property Appraiser, the County Tax Collector and the State Department of Revenue of the City's intent to place a stormwater assessment on the property tax bill; and

WHEREAS, on January 13, 2021, the City Commission passed Ordinance 21-01 permitting the City to bill stormwater fees on the property tax bill and otherwise strengthen the prior stormwater code; and

WHEREAS, the City is required to execute an intergovernmental cooperation agreement with the County Property Appraiser and the County Tax Collector, attached hereto as Exhibit “A, to provide services and receive compensation and

support of the City having a storm water assessment included on the annual property tax bill; and

WHEREAS, the intergovernmental cooperation agreement documents the agencies' agreement to fulfill their billing and collection roles, the mode of communication of information among the participants, the ongoing duration of these services until terminated by any party, and a fee not to exceed 2% of the total amount of special assessments collected and remitted by the Tax Collector; and

WHEREAS, the City Commission finds it is the best interest of the City and its residents to execute the intergovernmental cooperation agreement, attached hereto as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, THAT:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Authorization. The City Commission of the City of Opa-Locka hereby authorizes the City Manager to execute the intergovernmental cooperation agreement, attached hereto as Exhibit "A, with the Miami-Dade County Property Appraiser and Miami-Dade County Tax Collector to allow the inclusion of a City assessment for stormwater services on the annual property tax bill.

Section 3. Scrivener's Errors.
Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption hereof and approval by the Governor of the State of Florida or his designee.

PASSED AND ADOPTED this 24th day of March, 2021.

Matthew Pigatt
Mayor

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Burke	_____ (Yes)	_____ (No)
Commissioner Davis	_____ (Yes)	_____ (No)
Commissioner Taylor	_____ (Yes)	_____ (No)
Vice-Mayor Williams	_____ (Yes)	_____ (No)
Mayor Pigatt	_____ (Yes)	_____ (No)



**City of Opa-locka
Agenda Cover Memo**

Department Director:	Bob Anathan		Department Director Signature:		
City Manager:	John E. Pate		CM Signature		
Commission Meeting Date:	Mar 24, 2021		Item Type:	Resolution	Ordinance
			<i>(Enter X in box)</i>	X	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading	
	X				2nd Reading
Funding Source: <i>(Enter Fund & Dept)</i> Ex: <i>Account# :</i> See Financial Impact section below			Public Hearing: <i>(Enter X in box)</i>	Yes	No
Advertising Requirement: <i>(Enter X in box)</i>				Yes	
				No	
ILA Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:		
	X				
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input checked="" type="checkbox"/> Communcation <input type="checkbox"/>	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> Reduce Flooding	
	X				
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

Intergovernmental Cooperation Agreement Among Miami-Dade County Property Appraiser, Miami-Dade County Tax Collector and the City of Opa-locka.

Staff Summary:

Issue: The City Commission has indicated an interest in moving the City's current stormwater fees from the utility bill to the property tax bill to ensure that every property is correctly charged its fair share for the maintenance and improvement of the City's drainage system. The County Property Appraiser and Tax Collector participate in this process, requiring an Intergovernmental Cooperation Agreement among the three parties. Staff recommends the City Commission authorize the appropriate City official sign the agreement and have it returned to the County.

Background: The City has always charged stormwater fees on the utility bill. This has been problematic in many respects, including:

1. Difficulties in assigning the appropriate fee to each utility account, particularly when a property has more than one utility account, such as a mall.
2. Delinquent accounts resulting in uncollected stormwater fees.
3. Vacant buildings with closed utility accounts, resulting in further loss of stormwater fees.

This has proven to be a very ineffective form of billing with approximately \$1.0 million received in FY 20 and, after adjustments made at the end of FY 20, the current forecast for FY 21 is \$1.2 million. Based on a study conducted by an engineering firm for the City, if every property was correctly charged at the current rate of \$6.00 per month per Equivalent Residential Unit (ERU), the stormwater unit of measure by which each property is charged, the City will receive approximately \$2.0 million annually. This additional revenue is key to City plans for improvement of the City's storm drainage system.

Placing the stormwater fee on the property tax bill isn't a rate increase. A single-family residence property owner currently has a \$6.00 charge on the monthly property tax bill. The property owner will now see a \$72.00 assessment on the property tax bill, with the ability to take up to a 4% discount if early payment is chosen. The additional revenue will come from properties which up to now have not been properly charged their fair share of the maintenance and improvement of the storm drainage system.

To enable this transition to occur, the City Commission adopted Resolution 20-9822 on December 9, 2020 notifying the County Property Appraiser, County Tax Collector and the State Department of Revenue of the City's intent to place a stormwater assessment on the property tax bill. This was subsequently followed by the adoption of Ordinance 21-01 on its second hearing on January 13, 2021, permitting the City to bill stormwater fees on the property tax bill and otherwise strengthening the prior stormwater code.

Current Activity: Since the County Property Appraiser and County Tax Collector will be involved in the billing and collection of a City assessment on the property tax bill, an Intergovernmental Cooperation Agreement is required for these agencies and the City. This agreement indicates these agencies agreement to fulfill their billing and collection rolls, the mode of communication of information among the participants, the ongoing duration of these services until terminated by any party, and a fee not to exceed 2% of total amount billed.

Next steps include (1) sending letters to all property owners, (2) conducting a hearing to allow property owners to comment on the proposed assessment, (3) exchange of electronic information back and forth between the County and the City to eventually provide the County with the assessment information for the TRIM Notice and (4) on or before September 15, 2021 submission to the County of the final assessment role for the property tax bills.

Financial Impact: Inclusion of a stormwater assessment on the property tax bill will increase stormwater revenue by nearly \$800,000 annually due to all properties now paying their fair share for the maintenance and improvement of the City storm drainage system with the additional funds permitting the City to begin undertaking major stormwater projects to greatly mitigate the significant flooding the City has experienced in the past.

Proposed Action:

Staff recommends that the City Commission authorize the appropriate City official sign the Intergovernmental Cooperation Agreement among the City, the County Appraiser and County Tax Collector and have the agreement forwarded to the County Property Appraiser.

Attachment:

1. Resolution
2. Intergovernmental Cooperation Agreement

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BY AND AMONG
MIAMI-DADE COUNTY PROPERTY APPRAISER
AND
MIAMI –DADE COUNTY TAX COLLECTOR
AND
CITY OF OPA-LOCKA**

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of _____, 2021, 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 City of Opa-Locka, Florida (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, the City intends to adopt non-ad valorem assessments or special assessments for stormwater services within the City of Opa-Locka; 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 include its adopted non-ad valorem assessments for stormwater services on the Notice of Proposed Property Taxes as specified in Section 200.069, Florida Statutes (“TRIM Notice”); and

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

WHEREAS, the City represents that it has duly complied with the Notice provisions and adopted Resolution No. 20-9822 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, 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 City, the Property Appraiser, the Tax Collector agree as follows:

1. 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.
2. The Property Appraiser agrees to place the City's non-ad valorem assessments for stormwater services within the City of Opa-Locka 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 City's request to place its adopted non-ad valorem assessments for stormwater services within the City of Opa-Locka on the Combined Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments in accordance with Section 197.3635, Florida Statutes.

4. The City 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 City 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 City 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 City or its employees, agents, servants, partners principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The City 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 City, the Tax Collector, and the Property Appraiser.

(S E A L)

CITY OF OPA-LOCKA, FLORIDA

A municipal corporation of the State of Florida

ATTEST:

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: _____
Daniella Levine Cava
Mayor

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

By: _____
Assistant County Attorney

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF OPA-LOCKA, FLORIDA, ADOPTING
AN UPDATED HONOR CODE; PROVIDING FOR
INCORPORATION OF RECITALS; PROVIDING FOR
AN EFFECTIVE DATE**

WHEREAS, in 2016, the City of Opa-Locka (“City”) adopted an Honor Code to establish procedures for combatting fraud, waste and abuse in the City, in concert with a comparable County program as addressed within the County Code Section 2-1077, Authorizing Commission on Ethics and Public Trust to Enforce the Public; and

WHEREAS, on May 23, 2019, certain administrative deficiencies were noted in the state-conducted Operational Audit report; and

WHEREAS, the City Commission seeks to amend its Honor Code so that it is fully effective in addressing potential fraud, waste and abuse; and

WHEREAS, the City’s Honor Code provides guidance as to responsibilities for various City officials and provides further provides guidance as to County resources to be utilized in resolving concerns about fraud, waste and abuse; and

WHEREAS, the City Commission finds it is the best interest of the City and its residents to adopt an updated Honor Code, attached hereto as Exhibit “A”.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF
THE CITY OF OPA-LOCKA, FLORIDA, THAT:**

Section 1. Adoption of Representations. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Authorization. The City Commission of the City of Opa-Locka hereby adopts the updated Honor Code, attached hereto as Exhibit “A”.

Section 3. Scrivener's Errors.
Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. Effective Date. This Resolution shall be effective immediately