



CITY OF DORAL Office of the City Manager Letter to Council

LTC No. 025-2023

To: The Honorable Mayor and Members of the City Council

From: Barbie Hernandez, City Manager

Date: October 16, 2023

Subject: **Miami-Dade County Section 15 Annexation Survey Results**

This Letter to Council (LTC) serves to inform the Mayor and Council of the survey results from Miami-Dade County (County) regarding the proposed Section 15 annexation. The aforementioned survey results will be on the agenda of the Board of County Commissioners (BCC) on October 17, 2023 (Agenda Item No. 2(B)(4)).

Background

Dating back to March 10, 2004, the City of Doral has been working with the County to annex a portion of unincorporated Miami-Dade County known as sections 15 and 6 respectively (Resolution No. 04-16). Subsequently, the City and County have had numerous application and boundary amendments culminating on July 7, 2022, where the BCC approved new boundaries and directed the County Mayor to negotiate with the City of Doral for annexation of Sections 15 and 6 with a requirement of mitigation payments for seven (7) years.

On June 14, 2023, the City of Doral Council approved a resolution (Resolution No. 23-5123) agreeing to an Interlocal Agreement with Miami-Dade County for the annexation of Section 6 and Section 15 and agreeing to the boundaries and reducing the mitigation period to four (4) years which reflects what had been approved by the BCC on January 17, 2023, for a very similar annexation agreement with the Town of Medley. Subsequently, at the June 21st, 2023, BCC meeting, County Commissioner JC Bermudez sponsored Resolution No. R-542-23 directing the County Mayor to conduct a survey of property owners in the proposed Doral Section 15 annexation area. The survey is not a County Code requirement but was nevertheless imposed

upon the City pursuant to the Resolution. Notably, a similar survey mandate was not proposed for Section 6. A similar survey was requested of Virginia Gardens and Miami Shores.

On June 26, 2023, pursuant to the aforementioned Resolution, the City received correspondence from the County's Office of Management and Budget (OMB), requesting that the City provide a brief statement not to exceed 100 words as to why the City has requested the proposed boundary change, which statement would be included in the survey. The correspondence further requested the information be provided no later than July 7, 2023. On July 6, 2023, the City sent the 100 word statement to Miami-Dade County for inclusion in the survey.

A total of 149 real estate property folios are within the Doral Section 15 proposed annexation area. The survey was mailed to the property owners of each respective folio with instructions to return the prepaid postage survey postmarked by August 18, 2023, or to hand deliver to OMB. The survey required property owners, or persons authorized to respond on behalf of a property owner, to indicate whether they are in favor or are opposed to the proposed boundary change by the City of Doral. Of the 149 surveys mailed, 24 were received by the August 18th deadline (a 16 percent return) and 4 were returned by the US Postal Service as undeliverable. Out of the 24 surveys received, 14 surveys opposed the annexation and 10 were in favor of the annexation. Additionally, 3 surveys were received past the August 18th post mark date and these surveys opposed the annexation. Pursuant to Rule 5.06(j) of the Board's Rules of Procedure, this report will be placed on an agenda of the full Board without committee review.

Recommendation

Staff will request the detailed County survey results and review. Along with that, I would like to request another survey to be conducted due to the lack of responses returned from property owners in Section 15. Lastly, staff recommend continuing to pursue the annexation of Section 6.

- c. Francisco Rios, Deputy City Manager
Fernando Casamayor, Assistant City Manager/CFO
Valerie Vicente, City Attorney

Attachments:

- 100-word statement to Miami-Dade County for inclusion in Annexation Survey.
- Section 15 Annexation Survey Results
- City of Doral response to County letter on Annexation
- Letter to Commissioner Bermudez
- Interlocal Agreement Doral Annexation Section 6
- Interlocal Agreement Doral Annexation Section 15LTC No.

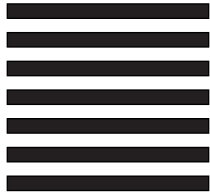
BUSINESS REPLY MAIL
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POSTAGE WILL BE PAID BY ADDRESSEE

MIAMI-DADE MANAGEMENT AND BUDGET
111 NW 1ST ST STE 2210
MIAMI FL 33128-9977



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NECESSARY
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UNITED STATES



Management and Budget
111 NW 1st Street, Suite 2210
Miami Florida 33128
127_01-4 7/23 706038

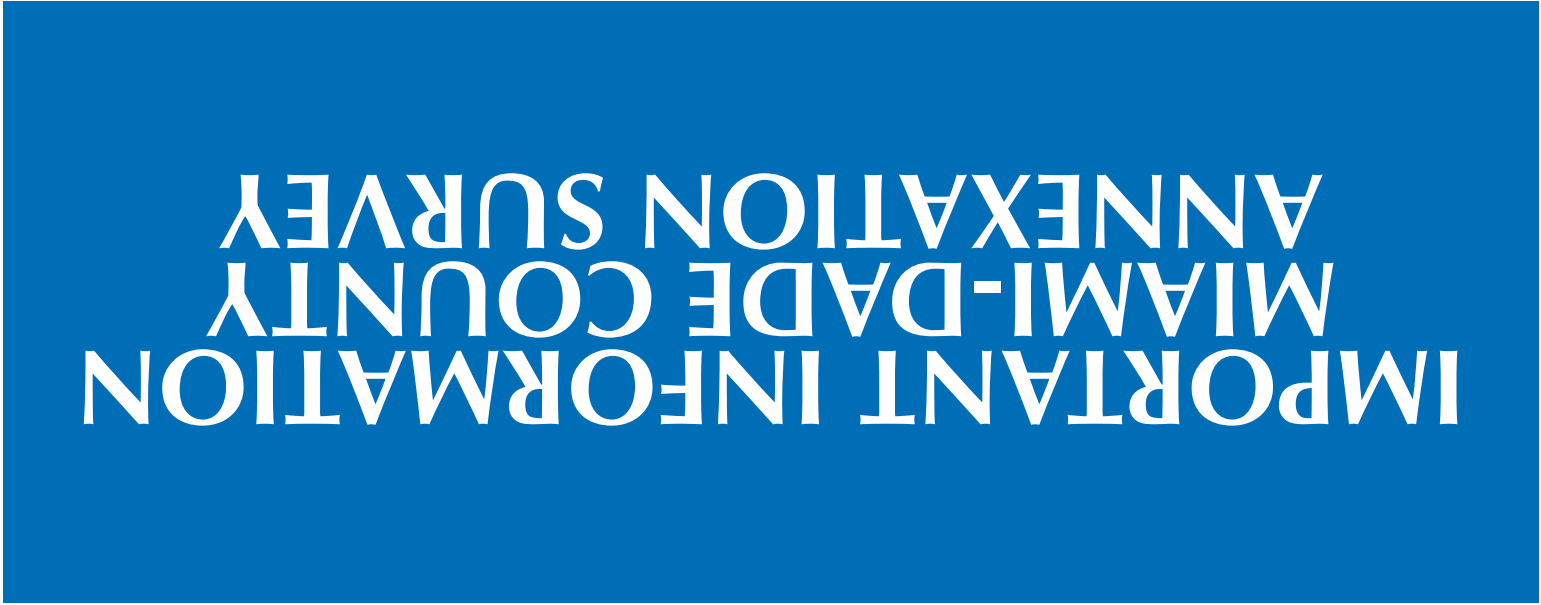
IMPORTANT INFORMATION
ANNEXATION SURVEY

Presorted
First-Class Mail
US Postage
PAID
Miami, FL
Permit #8788

Folio# 30-xxxx-xxx-xxxx
JOHN DOE
123 Main Street
Miami, FL 33333



Fold and tape to mail
Para enviar por correo, doble y pegue
Pliye epi kole pou w voye pa lapòs





Dear Property Owner:

On June 21, 2023, the Board of County Commissioners (BCC) adopted Resolution No. R-542-23 directing the Miami-Dade County Office of Management and Budget (OMB) to prepare and mail a survey to each property owner within the proposed Doral boundary change area (annexation) application to ascertain whether a property owner is in favor of or against the proposed boundary change. The City of Doral has filed an annexation application to make the unincorporated area depicted on the map a part of the City of Doral.

This proposed annexation area is within the following outermost boundaries: on the east by the Palmetto Expressway (826), on the south by NW 58th Street, on the west by NW 87th Avenue, and on the north by NW 64th Street.

The current municipal millage rate for the proposed annexation area is the adopted FY 2022-23 unincorporated millage rate of 1.9090. If the annexation area were part of the City of Doral, the adopted FY 2022-23 millage rate of 1.7166 for operating and 0.481 for debt (2.1976 total mills) would be applied, an increase of 0.2886 mills, and the average property owners within the annexation area would pay an additional \$505 in municipal taxes.

The annexation application filed by the City of Doral can be found on the Miami-Dade County website at:
<https://www.miamidade.gov/global/management/annexation-requests-central.page>

The following statement has been provided by the City of Doral which has not been verified nor does it represent any information from Miami-Dade County – The City of Doral is requesting a boundary change from Miami-Dade County that will incorporate your property into the City. This is an opportunity to become part of a premier City, committed to the success of residents and businesses alike and to keeping one of lowest operating tax rates in the County and a fiscally responsible budget. Inclusion in Doral for your area means enhanced public safety, improved and accessible services, and infrastructure improvements. Becoming part of Doral means joining a community with a strong identity that supports businesses, resulting in improved property values. The City welcomes you.

DORAL SECTION 15 ANNEXATION SURVEY

Folio#: 30-xxxx-xxx-xxxx
Property address: 123 Main Street, Miami, FL 33333

Please check one box

☐ I am in favor of annexation ☐ I oppose annexation

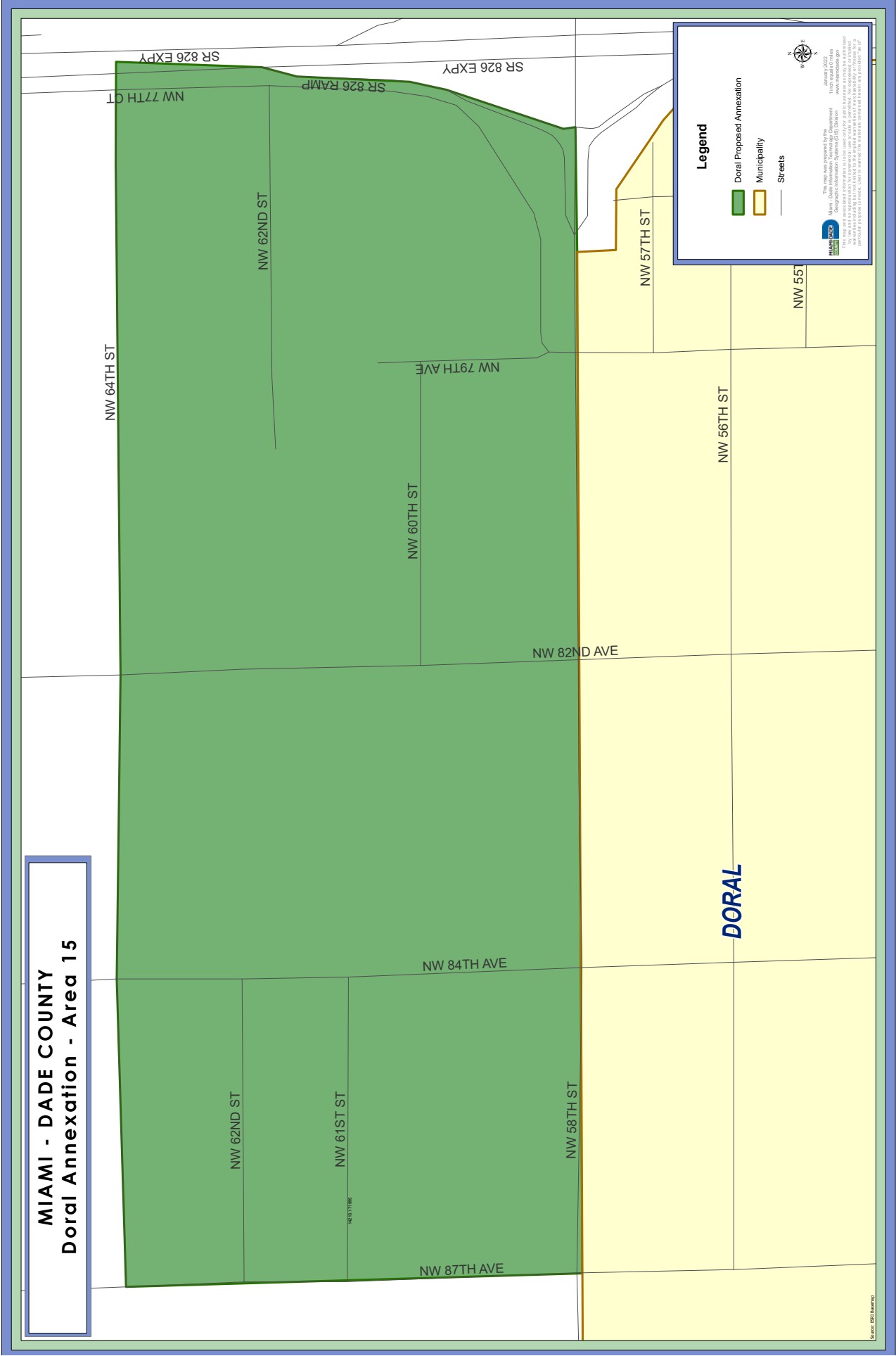
PROPERTY OWNER'S NAME

To be completed ONLY when the survey is being completed by a party other than the owner(s)
I affirm that I have the authority to respond to this survey on behalf of the property owner(s).

PRINT NAME

SIGNATURE

Please detach, fold and tape to mail prepaid survey. Must be postmarked by August 18, 2023, or may be dropped off to the Office of Management and Budget at 111 NW 1st St, 22nd Floor, no later than August 18, 2023 at 4:00 P.M.




Memorandum



Date: September 27, 2023

Agenda Item No. 2(B)(4)
October 17, 2023

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

From: Daniella Levine Cava
Mayor 

Subject: Updated - Doral Section 15 Annexation Survey Results – Directive No. 230861

On June 21, 2023, the Board of County Commissioners (Board) adopted Resolution No. R-542-23 directing the County Mayor or County Mayor's designee to conduct a survey of the property owners in the proposed Doral Section 15 annexation area and to prepare and distribute a written report to the Board with the results of such survey on or before September 29, 2023.

The County's Office of Management and Budget (OMB) coordinated the survey in accordance with the provisions outlined in Resolution R-542-23 (See Attachment A).

A total of 149 real estate property folios are within the Doral Section 15 proposed annexation area. The survey was mailed to the property owners of each respective folio with instructions to return the prepaid postage survey postmarked by August 18, 2023, or to hand deliver at OMB. The survey required property owners, or persons authorized to respond on behalf of a property owner, to indicate whether they are in favor or are opposed to the proposed boundary change by the City of Doral.

Of the 149 surveys mailed, 24 were received by the August 18th deadline (a 16 percent return) and 4 were returned by the US Postal Service as undeliverable. Out of the 24 surveys received, 14 surveys opposed the annexation and 10 were in favor of the annexation. Additionally, 3 surveys were received past the August 18th post mark date and these surveys opposed the annexation.

Pursuant to Rule 5.06(j) of the Board's Rules of Procedure, this report will be placed on an agenda of the full Board without committee review. Should you have any questions or concerns please contact Vivian Cao, Assistant Director Office of Management and Budget at 305-375-5143.

Attachment

c: Geri Bonzon-Keenan, County Attorney
Gerald Sanchez, First Assistant County Attorney
Jess McCarty, Executive Assistant County Attorney
Office of the Mayor Senior Staff
David Clodfelter, Director, Office of Management and Budget
Basia Pruna, Director, Clerk of the Board
Yinka Majekodunmi, CPA, Commission Auditor
Jennifer Moon, Chief, Office of Policy and Budgetary Affairs
Eugene Love, Agenda Coordinator

MEMORANDUM

Agenda Item No. 11(A)(4)

OFFICIAL FILE COPY
CLERK OF THE BOARD

OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

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

DATE: June 21, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution directing the County
Mayor to conduct a survey of
property owners in the proposed
Doral Section 15 annexation area
and provide a report to this Board

Resolution No. R-542-23

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Juan Carlos Bermudez.



Geri Bonzon-Keenan
County Attorney

GBK/gh



MEMORANDUM

(Revised)

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

DATE: June 21, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(4)

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 David L. Levine Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(4)
6-21-23

RESOLUTION NO. R-542-23

RESOLUTION DIRECTING THE COUNTY MAYOR OR
COUNTY MAYOR'S DESIGNEE TO CONDUCT A SURVEY
OF PROPERTY OWNERS IN THE PROPOSED DORAL
SECTION 15 ANNEXATION AREA AND PROVIDE A REPORT
TO THIS BOARD

WHEREAS, in Miami-Dade County, annexations, also referred to as municipal boundary changes, are governed exclusively by the Miami-Dade County Home Rule Charter and chapter 20 of the Code of Miami-Dade County (the "Code"); and

WHEREAS, a number of years ago, the City of Doral ("Doral") applied to the County to annex certain unincorporated lands that have been referred to as "Section 15;" and

WHEREAS, in the summer of 2022, this Board held a public hearing on Doral's annexation application for Section 15, and pursuant to Resolution No. R-621-22, directed the preparation of the appropriate annexation ordinance and interlocal agreement, for future consideration by this Board; and

WHEREAS, pursuant to directions by this Board in January of 2023, the County's Office of Management and Budget recently conducted non-binding surveys of property owners in both the proposed Miami Springs and Virginia Gardens annexation areas, respectively, to ascertain whether the owners of property in those respective areas were in favor of or against the proposed boundary changes; and

WHEREAS, this Board wishes to also ascertain such information from the property owners within the proposed Doral Section 15 annexation area; and

WHEREAS, accordingly, this Board hereby directs the County Mayor or County Mayor's designee to conduct such a survey for the Doral Section 15 annexation area, pursuant to the same procedures and instructions as the previous annexation surveys,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board directs the County Mayor or County Mayor's designee to conduct a survey of the property owners in the proposed Doral Section 15 annexation area and to prepare and distribute a written report to this Board with the results of such survey within 90 days of the effective date of this resolution. Thereafter, such report shall be placed on an agenda of the full Board without committee review, pursuant to Rule 5.06(j).

The survey shall be conducted pursuant to the following provisions, which are similar to the new annexation survey provisions contained in Ordinance No. 22-127 (legistar #230576).

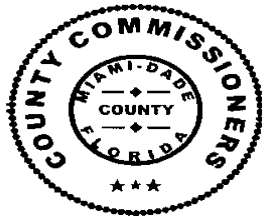
- (1) The County's Office of Management and Budget, or such other department as designated by the County Mayor, shall, as specified herein, prepare and mail a survey to each property owner within the proposed Doral Section 15 boundary change area to ascertain whether each such property owner is in favor of or against the proposed boundary change.
- (2) For purposes of this survey, "property" shall mean a parcel of real property within the proposed boundary change area that is identified by a folio number issued by the Miami-Dade County Property Appraiser, and the applicable list of property owners within a proposed boundary change area shall be based on information provided by the Miami-Dade County Property Appraiser.
- (3) The cost of the survey shall be paid by the City of Doral, which initiated the proposed boundary change.
- (4) This survey shall include:
 - a. a brief description of the proposed boundary change, including the boundaries of such area;

- b. the current municipal services millage rate of the proposed boundary change area;
 - c. the current municipal services millage rate of the municipality to which the boundary change is proposed;
 - d. a brief statement, not to exceed 100 words, by the applicant as to why the applicant has requested the proposed boundary change;
 - e. a designated location on the survey where each property owner can indicate whether the owner is in favor of or against the proposed boundary change;
 - f. a designated location on the survey for the party completing the survey to affirm that such party has the authority to respond on behalf of the property owner or owners; and
 - g. instructions on the manner and timeframe in which the survey must be completed and returned to the County for consideration.
- (5) The County's Office of Management and Budget, or such other department as designated by the County Mayor, shall prepare the survey with respect to said proposed boundary change, and this survey shall be mailed to property owners in the proposed boundary change area. Property owners shall be provided a deadline by which to respond, which shall be at least 21 days from the date the County mails the survey. Survey responses which are received or postmarked on or before said deadline shall be counted, provided, however, that if the County receives multiple responses for the same property, then only the first response received and opened shall be counted and the remaining responses shall not be used to compute the percentage of property owners in favor of the proposed boundary change. A prepaid postage return envelope shall be included with each survey sent to property owners.
- (6) If a property has multiple owners, only one response may be counted per property. For any property owner that is not an individual, the responding party shall be required to affirm on the survey that such party has the authority to respond on behalf of said property owner or owners. If the County receives multiple responses for the same property, then only the first response received and opened shall be counted and the remaining responses shall not be used to compute the percentage of property owners in favor of or against the proposed boundary change. Notwithstanding anything stated to the contrary herein, the County Mayor and the County Mayor's designee are not precluded from providing information to the Board of County Commissioners as to discrepancies, or any other issues, with respect to survey responses.

The Prime Sponsor of the foregoing resolution is Commissioner Juan Carlos Bermudez. It was offered by Commissioner **Danielle Cohen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** 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	absent
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	absent
Eileen Higgins	absent
Raquel A. Regalado	aye

The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of June, 2023. 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

Basia Pruna

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Abbie Schwaderer-Raurell
James Eddie Kirtley



July 6, 2023

Mr. Jorge M. Fernandez
Deputy Director
Office of Management and Budget
Miami-Dade County
111 NW 1st Street, 22nd Floor
Miami, FL 33128

Barbie Hernandez

City Manager

Dear Mr. Fernandez,

The City of Doral ("City") is in receipt of your correspondence dated June 26, 2023, notifying the City of Miami Dade County's (County) Resolution No. R-542-23, adopted on June 21, 2023, by the Board of County Commissioners, directing the County Mayor to conduct a survey of property owners in the proposed Section 15 annexation area.

The City is disappointed that the County has imposed an additional survey requirement upon the City's application. With respect to the City's pending application, a survey is not mandated by the County's Code of Ordinances ("County Code") because the City's annexation applications pre-date July 1, 2022, and the public hearings to consider the City's proposed boundary changes occurred prior to the adoption of County Ordinance No. 22-127; therefore, the survey requirements set forth in the newly adopted Sec. 20-4.2 of the County Code do not apply. See subsection (H) – (I) of Sec. 20-4.2 of the County Code. Additionally, the City is being disparately treated as compared to the Town of Medley, a similarly situated municipality within District 12, which had a substantially similar annexation application and yet did not have a similar requirement imposed upon it. Nonetheless, in compliance with the resolution, below please find the brief statement proposed by the City to be included in the referenced survey ("**City's Survey Statement**"):



The City of Doral is requesting a boundary change from Miami-Dade County that will incorporate your property into the City. This is an opportunity to become part of a premier City, committed to the success of residents and businesses alike and to keeping one of lowest operating tax rates in the County and a fiscally responsible budget. Inclusion in Doral for your area means enhanced public safety, improved and accessible services, and infrastructure improvements. Becoming part of Doral means joining a community with a strong identity that supports businesses, resulting in improved property values. The City welcomes you.

The City respectfully requests that it be kept abreast of any revisions made by the County to the City's Survey Statement prior to the survey being mailed to property owners in Section 15. Additionally, the City also requests that a courtesy copy of the final survey be sent to the City prior to mailing.

We appreciate that this process will require cooperation and collaboration by all parties, and City staff will continue to make themselves available to County staff in furtherance thereof.

Lastly, for clarification, we disagree with the characterization that the City provided inaccurate information at the June 14, 2023, City Council meeting concerning the annexation. On July 7, 2022, the vote before the County Commission, as detailed in the introductory paragraph of the County Mayor's memorandum accompanying the City's annexation items (R-622-22 and R-621-22), was to either:

1. Approve the boundary change and direct the County Attorney to prepare an appropriate ordinance and agreements accomplishing the proposed boundary change and place the items on the appropriate agenda;
2. Deny the requested boundary change as presented by the City; or
3. Defer such requested boundary change for further consideration at a subsequent meeting.

It is undisputed that on July 7, 2022, the County Commission unanimously voted to approve the City's requested boundary changes for both Sections 6 and 15, and directed the County Attorney to prepare the appropriate interlocal agreements and ordinances to accomplish the same. Therefore, the reference to the County's approval by the City in its presentation was not inaccurate. Additionally, the comments made by the City need to be considered in context—the very purpose of the City's June 14, 2023, agenda item was in furtherance of obtaining authority from the City Council for 4 years of mitigation, and to approve the terms and conditions of the proposed interlocal agreements. The discussion on the dais clearly reflects that the terms of the interlocal, including mitigation amounts, were subject to negotiation, and would ultimately require further County approval.



The purpose of clarifying the above is solely to illustrate that the City is making every effort to be transparent in this process by providing the City Council with an opportunity to consider the interlocal agreements, which had not been presented at a public meeting by the prior administration, to authorize mitigation payments, and to show the City's good faith efforts to move the process forward.

Again, the City remains committed to working with the County in furtherance of its longstanding goal to annex Sections 6 and 15.

Sincerely,

Barbie Hernandez
City Manager

cc: Honorable Mayor Daniella Levine Cava
Commissioner Juan Carlos Bermudez, District 12
Abbie Schwaderer Raurell, Assistant County Attorney
City of Doral Mayor & Councilmembers
Valerie Vicente, City Attorney
Francisco Rios, Deputy City Manager
Fernando Casamayor, Chief Financial Officer



June 23rd, 2023

Christi Fraga

Mayor
City of Doral

Graduate
Associate in arts
Miami-Dade
College

Graduate
Bachelor of
Business
Administration
Florida
International
University

Member of the
Board of
Governance of the
Miami- Dade
Transportation
Planning
Organization

Member of the US
Conference of
Mayors

Member of the
Miami-Dade
League of Cities

Commissioner Juan Carlos Bermudez
111 NW 1st Street, Suite 320
Miami, FL 33128

Re: City of Doral Section 6 and 15 Annexation Interlocal Agreements

Dear Commissioner Bermudez,

As you know, the County Attorney's Office prepared Interlocal Agreements for the annexation of Sections 6 and 15 by the City of Doral ("City") following the July 7, 2022 meeting of the Board of County Commissioners ("BOCC") wherein the BOCC unanimously adopted County Resolution Nos. R-622-22 and R-621-22.

The City's current administrative staff has reviewed the Interlocal Agreements, which include a requirement that the City pay Miami-Dade County ("County") mitigation payments for a term of seven (7) years, and have recommended that the City agree to the lesser amount of four (4) years of mitigation.

It is the City's position that four (4) years of mitigation is appropriate and with precedence, as the County recently approved Town of Medley's annexation request, which only required four (4) years of mitigation payments. All cities within your District should be treated equally.

As such, on June 14, 2023, pursuant to Resolution 23-100, the City Council approved the Interlocal Agreements, under identical terms and conditions as originally prepared by the County Attorney's Office, with the sole exception of providing for a term of four (4) years of mitigation payments, instead of seven (7) years.

We have confidence that you will continue to support the City's annexation efforts, as it has long been one of your major legislative priorities as a former City Mayor, and as a District 12 County Commissioner.



To that end, and pursuant to the BOCC's Rules of Procedure, we respectfully request that you sponsor and place the enclosed Interlocal Agreements upon an official agenda of an ensuing regular meeting of the BOCC for approval, along with any corresponding ordinances that are necessary to effectuate the annexations of Sections 6 and 15 at long last.

Sincerely,

Christi Fraga

Mayor, City of Doral

cc: Honorable Mayor Daniella Levine Cava
David Clodfelter, Director, Office of Management and Budget
Abbie Schwaderer Raurell, Assistant County Attorney

Interlocal Agreement

Doral Section 6 Annexation

This Interlocal Agreement (the "Agreement") is entered into this ____ day of _____, 20____, by and between Miami-Dade County, Florida ("County") and the City of Doral ("City"), a Florida municipal corporation and shall become effective and enforceable on the Effective Date (as such term is defined below).

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 City desires to change its boundary to include and annex the tract of land currently part of the Unincorporated Municipal Service Area (UMSA), as described in the accompanying ordinance, and outlined in the attached map and which is more particularly described in Exhibit A attached hereto and made a part hereof, which is known as the Section 6 Annexation Area (the "Annexed Property"), and in the event of any inconsistency between the boundaries of the annexation area as described in Exhibit A and the legal description in the ordinance, the boundaries of the annexation area as described by the legal description in the accompanying ordinance shall prevail; and

WHEREAS, the City recognizes that the Annexed Property contributes more revenues to the UMSA budget than is required in expenditures to serve the area and thus this area is considered a "donor" area; and

WHEREAS, the City recognizes that the loss of this "donor" area from the rest of UMSA would create a net loss to the UMSA budget and may create the need to raise taxes or reduce services in the UMSA area, or may have other negative impacts on the UMSA area; and

WHEREAS, the City recognizes that the budget for the Miami-Dade Police Department is a significant part of the UMSA budget and that a reduction in available revenues could impact the level of police service for the region; and

WHEREAS, the City recognizes the importance of maintaining a large police force at a regional level and that maintaining a large police force will benefit the residents of the City, recognizing that crime does not respect political boundaries; and

WHEREAS, the City hereby represents to the County that it affirms and agrees with the terms of this Agreement, including but not limited to, the requirements that the City make certain payments to the County related to stormwater debt service and mitigation, and the City's obligations related to solid waste collection and disposal, the Miami-Dade Fire Rescue District, and the Miami Dade Library District, and the City further represents that it desires to, and will remain in the Miami-Dade Fire Rescue District and the Miami-Dade Library District, in perpetuity; and

WHEREAS, these representations by the City are made in conjunction with, and as part of the consideration of, the City's annexation application for the Annexed Property; and

WHEREAS, all of these representations by the City are material to the County's consideration of the City's annexation application, and the County has relied upon these representations in exercising its discretion to permit the annexation of the Annexed Property; and

WHEREAS, to memorialize those representations and to provide for points of compromise and other matters, the County and the City wish to enter into this Agreement; and

WHEREAS, pursuant to this Agreement, the City will assume certain municipal-type services once the annexation has been approved, together with certain functions, responsibilities, and obligations, and the County will retain certain services, functions, responsibilities, rights, and obligations, as set forth herein,

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

- A. The above recitals are incorporated as if fully set forth herein.**
- B. Utility Taxes.**

Pursuant to current applicable law and Chapter 20 of the Code of Miami-Dade County, Florida ("County Code"), the County shall continue to receive and retain the utility tax revenues generated from the Annexed Property in perpetuity.

C. Stormwater Utility Bond Debt Service.

The City agrees to pay the County the remaining stormwater utility debt service payments for the Annexed Property calculated at \$83,187.46 per year through the end of calendar year 2029, pursuant to Section 20-8.5 of the County Code. The City will begin the annual debt service payment immediately upon approval of the annexation. The City agrees to make such payments on or before March 1st of each year.

D. Mitigation Payments.

The City shall mitigate the revenue loss to UMSA for the Annexed Property, which is \$1,023,874.00 per year, adjusted for inflation as provided below. As such, the City agrees to pay mitigation payments to the County of \$1,023,874.00 annually for a period of four years to the County's Municipal Services Trust Fund (MSTF), and the annual payment due shall be adjusted for inflation based on the Consumer Price Index for the Miami-Ft. Lauderdale-West Palm area for the previous calendar year. The payment obligations to the County will be made from the City's non-ad valorem revenues. The City agrees to make such annual mitigation payments on or before April 1st of each year, beginning in the year 2024, for a period of four years. If payment is not received in full by April 1st, the City shall pay an amount equal to 5 percent of the amount of the mitigation payment outstanding as a penalty, and the City shall pay interest on the amount of unpaid mitigation equal to 1 percent for each month the payment is outstanding.

The City agrees that its contributions to the MSTF will be used to maintain police services in the unincorporated areas of Miami-Dade County, including those proximate to

the City, recognizing that crime does not respect political boundaries and that the provision of police services to the neighboring UMSA communities directly benefits the City and City residents.

E. Stormwater Management.

The City shall execute or modify a cost-share Interlocal Agreement with the County for canal and/or drainage system maintenance activities to cover expenditure cost-share for the Annexed Property, and the City agrees to reimburse the County for canal and drainage system maintenance activities which relate to the City. All canal right-of-way, easement, reservation, and similar interests owned or otherwise controlled by Miami-Dade County shall remain with the County and are not being conveyed to the City, and nothing in this Agreement shall be interpreted or deemed to convey to the City any canal right-of-way, easement, reservation, or similar interests owned by Miami-Dade County.

F. Solid Waste Collection and Disposal.

Section 9.2 of the City's Charter provides that the City shall remain a part of the Miami-Dade Solid Waste Collection Service Area in perpetuity, and further provides that the County's Department of Solid Waste Management will provide services to all new residential customers and continue serving existing customers. Should section 9.2 of the City's Charter be amended, in the manner permitted by the Miami-Dade Home Rule Charter and the Miami-Dade County Code, to remove all of the above-mentioned provisions, the provisions below related to delegation by the County, under certain circumstances, shall apply.

Pursuant to Section 20-8.4 of the Code of Miami-Dade County, 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 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 City through a 20-year interlocal agreement that provides for the collection services, and a 20-year interlocal agreement that provides for disposal services in substantially the form approved by Resolution No. R-1198-95, as amended by Resolution No. R-167-13.

Nothing in this Agreement shall be interpreted or deemed to require the County to delegate to the City the authority to collect or dispose of such waste.

In the event that the County delegates the authority to collect and dispose of such waste and the City contracts with a private waste hauler to collect residential waste within the Annexed Property, the private hauler will be obligated to comply with all obligations of such 20-year interlocal agreements, including, but not limited to, the requirements to deliver residential waste to the County's solid waste system facilities and pay the Disposal Facility Fee to the County in accordance with Section 15-25.2 of the Code of Miami-Dade County, and the City shall include these requirements in its contract with its private waste hauler.

G. Transfer of Certain Public Roads.

1. Certain public roads that are currently maintained by and under the jurisdiction of the County are within the Annexed Property (hereinafter referred to as "Road Segments" except that the Exempt Roads (as such term is defined below) shall not be included in the definition of "Road Segments") and, pursuant to Section 335.0415, Florida Statutes, jurisdiction and responsibility for public roads may be transferred by mutual agreement of the County and the City. In addition, 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 deed or right-of-way map in the public records.

2. In accordance with paragraph 1 of this section G above, upon the Effective Date, the County shall transfer the jurisdiction, ownership, and control of the Road Segments to the City; provided, however, that the County is not transferring, and shall retain: (a) ownership of, control of and traffic engineering functions for the Exempt Roads (as such term is defined below) and such Exempt Roads shall not be included in the definition of "Road Segments"; and (b) all traffic engineering functions for all of the Road Segments and other matters referenced herein Section G. The City agrees to accept ownership, jurisdiction and control of the Road Segments to the City in accordance with the terms and conditions set forth herein. The City shall have no ownership, jurisdiction or control of the Exempt Roads. In addition to all traffic engineering functions and other matters referenced herein in Section G, the County will retain ownership, jurisdiction, and control of the following roads (which are hereafter referred to as the "Exempt Roads") as listed below:

NW 112th Avenue from NW 90th Street to NW 106th Street
NW 107th Avenue from NW 90th Street to NW 106th Street
NW 90th Street from NW 112th Avenue to NW 107th Avenue
NW 106th Street from the Homestead Extension of Florida's Turnpike to NW 107th Avenue

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, roundabouts or other traffic-calming devices within the Annexed Property, including but not limited to the Road Segments, remains with the County. In addition, the County shall retain control over all road closures.

Nothing herein diminishes the County's jurisdiction over all traffic engineering matters within the County, including within municipalities, except for State road rights-of-way. The County has the authority to set the hours and days that construction by any County department or agency shall take place in, or on, any public street, with prior written notice to the City. The rights and responsibility to issue permits or collect fees for construction, including utility work, within the public rights-of-way of all Road Segments are expressly transferred to the City by this Agreement, except those associated with traffic engineering. The City agrees that it shall not levy any fee or require a permit from any County department, agency or instrumentality for work within, beneath, or upon the Road Segments. The City 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.

4. 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. Following the effective date of the transfer of such roadways, the City shall be responsible and, as between the County and the City, shall have tort liability for the Road Segments, including all operations and maintenance thereof. Except as otherwise provided herein, the City and the County agree that this Agreement contains no indemnification or hold harmless agreement or provisions concerning any claims, demands, damages and causes of action that may be brought against either party by third parties relating to

the Road Segments. The City and the County shall each individually defend any action or proceedings brought against their respective agencies by third parties relating to the Road Segments and shall be individually responsible for all of their respective costs, attorney's 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.

5. If requested by the City, the County shall, within forty-five (45) days of the Effective Date, provide the City with all available County's Engineering Division's Section Maps, which generally depict the rights-of-way, inclusive of the Road Segments.
6. Upon the Effective Date, the County Mayor and City Mayor or their respective designees shall determine a mutually agreeable date for the recordation and transfer of the Road Segments after the Effective Date.
7. If requested by the City, the County shall provide the City with a list of completed roadway/sidewalk/stripping projects for the Road Segments and, if requested by the City, access to any plans, specifications, drawings, and permits for such projects within the possession of the County's Department of Transportation and Public Works.

H. Notice.

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 for the purpose of giving notice:

For the COUNTY:

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

With a Copy to:

OMB Director
Office of Management & Budget
Stephen P. Clark Center
111 NW 1st Street, 22nd Floor
Miami, Florida 33128
Telephone: 305-375-5143
Facsimile: 305-375-5168

For the City:

City Mayor
8401 NW 53rd Terrace
Doral, FL 33166
Telephone: (305) 593-6725

I. Areas and Facilities of Countywide Significance.

Section 20-8.6 of the Code of Miami-Dade County governs Areas and Facilities of Countywide Significance. The Annexed Property includes Areas or Facilities of Countywide Significance that have been designated as such by the Board of County Commissioners pursuant to Chapter 20 of the Code of Miami-Dade County. As such, the County shall retain regulatory jurisdiction, as provided in section 20-8.6 of the Code of Miami-Dade County, over the following areas/facilities within the Annexed Property.

1. Pump Station 1212, currently identified by Folio No. 30-3006-006-0150, which is located in the vicinity of 9675 NW 117 Avenue; and

2. Pump Station 1206, currently identified by Folio No. 30-3006-004-0210, which is located in the vicinity of 10990 NW 92 Terrace; and
3. Pump Station 1309, currently identified by Folio No. 30-3006-001-0170, which is located at 9991 NW 108th Avenue; and
4. Pump Station 1312, currently identified by Folio No. 30-3006-001-0200, which is located in the vicinity of 10505 NW 112 Avenue.

Such regulatory jurisdiction to be retained by the County over the above-referenced areas/facilities includes, but is not limited to, jurisdiction over building permits, zoning, comprehensive development master plan, and platting.

J. Impact Fees.

This interlocal agreement, in of itself, does not prohibit the City from charging City impact fees, to the extent permissible by law, provided that any such City impact fees are not duplicative of impact fees charged by the County, as such County fees may be amended from time to time.

K. Department of Regulatory and Economic Resources.

The following provisions shall apply with respect to building permits and related matters within the Annexed Property, except, however, this Section K shall not apply with respect to those properties over which the County is retaining regulatory jurisdiction.

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 boundaries of the Annexed Property. RER shall process and issue all subsidiary building permits associated with a master permit issued or applied for 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 sixty (60) days after the Effective Date, RER shall deliver to the City a written report listing each active master building permit and subsidiary building permit issued within the boundaries the Annexed Property. 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 until all of the open permits are finalized.
- b. RER shall maintain all other records related to Construction Permitting and Building Code Division services performed by RER within the Annexation Area 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 City at the cost specified for the reproduction of documents contained in the RER's fee schedule.

3. Compensation

RER shall retain all building permit fees, penalties, and other fees and charges collected by RER for any application filed, or permits issued, prior to the City assuming building services. RER shall retain all building 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

RER shall provide a report, within sixty (60) days of the Effective Date, to the City listing any building permit for work within the boundaries of the Annexed Property that expired prior to the City'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 City with an updated report listing any building permits that expired within the previous calendar month until such time as all permits within the Annexed Property are finalized. Copies of any available permit application, plans, files or other documents related to an expired building permit may be obtained from RER upon written request of the City at the cost specified for the reproduction of documents contained in RER's fee schedule. After the Effective Date, the City shall be responsible for enforcement actions relating to any expired building permit reported to the City by the Construction Permitting and Building Code Division. It is in the complete and sole discretion of the City to engage in any enforcement action relating to any such expired permit.

For permits issued under the South Florida Building Code, an expired permit is any permit issued by the Construction Permitting and Building Code Division 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 building permit issued by the Construction Permitting and Building Code Division which lacks a final inspection approval from the Construction Permitting and Building Code Division 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 City as the City's Building Official in accordance with any applicable building codes and Chapter 468, Florida Statutes until the City assumes responsibility on the Effective Date. The City will assume responsibility for processing any permit applications submitted on or after the Effective Date, with the exception of certain subsidiary permits, as discussed in paragraph 1 of this section K, performing inspections on any permits issued by the City 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, with respect to building permits, 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 Effective 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 Effective Date, RER shall close all active enforcement cases and provide the City 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 City 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 City. The City 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 the Effective Date. If the unsafe structures enforcement case is turned over to the City, 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 City.

Notwithstanding the transition of powers and duties provided for in this Agreement, the Building Official for Miami-Dade County and for the City 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 City. 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 the County Mayor's designee and the City Mayor or his designee not later than sixty (60) days following the Effective Date.

L. Restrictive Covenants.

Pursuant to Section 20-8.8 of the County Code, 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 City has first approved the modification or deletion. This provision, however, shall not apply to those properties over which the County is retaining regulatory jurisdiction.

M. Fire Rescue District.

The Annexed Property shall remain within the Miami-Dade Fire Rescue District in perpetuity.

N. Library District.

The Annexed Property shall remain within the Miami-Dade County Library District in perpetuity.

O. Public Safety.

Jurisdiction for police service in the Annexed Property, including all legal rights, responsibilities, and obligations consistent with the City's municipal policing, is hereby assumed by the City's Police Department commencing on the Effective Date.

P. Representations by the City and the County and Authority to Enter into Agreement.

The City has represented that it will enter into this Agreement providing for, among other things, the City to forever remain in the Miami-Dade Fire Rescue District and Miami Dade Library District, and the County has relied upon such representations in exercising its discretion to approve the annexation. In addition, each party acknowledges that this Agreement has been duly approved and executed by its governing body based on the representations referenced above, and that each party has the required power and authority to enter into and perform the obligations hereunder.

Q. Invalidation of Provisions, Severability.

Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, unenforceable, or prohibited by applicable law, then such provision shall be severed to the extent of such prohibition or invalidity, and the remaining provisions of this Agreement shall remain in full force and effect. The City hereby acknowledges and agrees, however,

that if any provision of this Agreement is severed, the County may, in its sole discretion, effectuate a future boundary change to remove the Annexed Property from the boundaries of the City and make it part of the unincorporated area again. Upon the effectuation of any such future boundary change, the remaining provisions of this Agreement shall be deemed automatically terminated, void, and of no further force and effect. These remedies are non-exclusive and shall be in addition to any other available remedies.

R. Governing Law and Venue.

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida, including, but not limited to, the Miami-Dade County Home Rule Charter. Venue for any litigation for any controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

S. Entirety of Agreement.

Except with respect to the other interlocal agreements referenced herein, the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only be a written amendment duly executed by both parties hereto or their authorized representatives.

T. Headings.

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

U. Rights of Others.

Nothing in this Agreement, expressed or implied, is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

V. Existing Agreements.

Any and all existing interlocal agreements between the County or any of its departments or agencies (such as but not limited to RER, Miami-Dade County Stormwater Utility, Transportation and Public Works, Water and Sewer, Miami-Dade Police Department, etc.) and the City 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. It is provided, however, that where this Agreement is inconsistent with any such prior Agreement, the terms of this Agreement shall supersede and control.

W. Effective Date and Term.

The term "Effective Date" as used herein shall mean the effective date of the annexation. The annexation shall not be effective before this Agreement has been fully and properly executed. The Effective Date shall be the later of the occurrence of the following: (1) ten days after the Board of County Commissioners approves the ordinance accomplishing the annexation, unless vetoed by the Mayor, and if vetoed, only upon an override by the Board of County Commissioners; and (2) the date upon which this

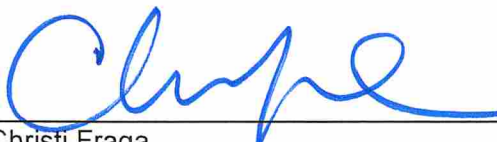
Agreement has been fully and properly executed by both the County and the City. The provisions of this Agreement shall be in full force and effect commencing on the Effective Date and shall continue in perpetuity.

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

Attest:


CITY OF DORAL, FLORIDA

By: 
City Clerk

By: 
Christi Fraga
Mayor

Date: 6/14/2023

Approved for legal sufficiency and form:


City Attorney

Attest:

MIAMI-DADE COUNTY, FLORIDA

Luis G. Montaldo, Clerk Ad Interim

By: _____
Deputy Clerk

By: _____
Mayor Daniella Levine Cava or designee

Approved for legal sufficiency and form:

Assistant County Attorney

EXHIBIT A
(page 1 of 2)

LEGAL DESCRIPTION
of City of Doral Section 6 Annexation Area

All of Section 6, Township 53 South Range 40 East, Miami-Dade County, Florida.
Containing approximately 640.23 acres more or less.

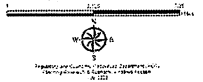
Doral Proposed Annexation Area (Section 6)

EXHIBIT A
(Page 2 of 2)

MEDLEY

DORAL

Legend
Doral Annexation Area
Parcels within Doral Annexation Area



Prepared by: [illegible]
Date: [illegible]

RESOLUTION No. 23-100

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING INTERLOCAL AGREEMENTS BETWEEN THE CITY OF DORAL AND MIAMI-DADE COUNTY FOR SECTION 6 AND SECTION 15 ANNEXATIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 6.04 of the Home Rule Charter for Miami-Dade County (“County”) authorizes the County to approve changes to municipal boundaries; and

WHEREAS, pursuant to Section 20-3 of the County’s Code of Ordinances, any proposed boundary change desired by the governing body of a municipality shall be initiated by resolution of such governing body adopted after a public hearing; and

WHEREAS, pursuant to the aforementioned County Charter and Code provisions, the City of Doral (“City”), has sought to annex the following the tracts of land currently part of the Unincorporated Municipal Service Area (“UMSA”), generally described as follows:

- Section 6, Township 53 South, Range 40 East, in Miami-Dade County (“Section 6)
- A portion of Section 15, Township 53, Range 40, in Miami-Dade County (“Section 15”); and

WHEREAS, on July 7, 2022, the Board of County Commissioners (“BOCC”) for the County unanimously adopted County Resolution Nos. R-622-22 and R-621-22, directing the County Attorney to prepare the Ordinance and Interlocal Agreements (“ILAs”) to effectuate the annexation requests for Sections 6 and 15, respectively; and

WHEREAS, pursuant to the above, the County prepared the ILAs for the City’s consideration, which ILAs provided that the City shall mitigate the revenue loss to the UMSA by paying the County the following sums:

- Section 6: \$1,023,874.00 per year for 7 years
- Section 15: \$139,645.00 per year for 7 years; and

WHEREAS, the County recently advised City administration that the aforementioned ILAs were never executed and placed on a County agenda for consideration because in October of 2022, the City had taken the position that it would not agree to any mitigation payments; and

WHEREAS, the current City Council acknowledges that payment of some mitigation to the County for the annexations will be required, and believes that it is in the best interest of the City to enter into Interlocal Agreements with Miami-Dade County for the annexation of Section 6 and Section 15, which provide for mitigation payments in the above referenced amounts but for a period of 4 years, and wishes to approve the same in substantially the form attached hereto as Exhibit “A” and Exhibit “B”, respectively.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

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

Section 2. Approval and Authorization. The Interlocal Agreements between the City and Miami-Dade County for the annexation of Section 6 and Section 15, substantially in the form attached hereto as Exhibit “A” and Exhibit “B”, respectively, are hereby approved. The City Council hereby authorizes the Mayor to execute both Interlocal Agreements on behalf of the City, together with such non-substantive changes as may be approved by the City Manager and City Attorney.

Section 3. Implementation. The City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Pineyro who moved its adoption.
The motion was seconded by Councilmember Porras and upon being put to a vote, the
vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Rafael Pineyro	Yes
Councilwoman Digna Cabral	No
Councilwoman Maureen Porras	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 14 day of June, 2023.



CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



VALERIE VICENTE, ESQ. for
NABORS, GIBLIN & NICKERSON, P.A.
CITY ATTORNEY

Interlocal Agreement

Doral Section 15 Annexation

This Interlocal Agreement (the "Agreement") is entered into this ____ day of _____, 20__, by and between Miami-Dade County, Florida ("County") and the City of Doral ("City"), a Florida municipal corporation and shall become effective and enforceable on the Effective Date (as such term is defined below).

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 City desires to change its boundary to include and annex the tract of land currently part of the Unincorporated Municipal Service Area (UMSA), as described in the accompanying ordinance, and as outlined in the attached map and which is more particularly described in Exhibit A attached hereto and made a part hereof, which is referred to as the Section 15 Annexation Area (the "Annexed Property") , and in the event of any inconsistency between the boundaries of the annexation area as described in Exhibit A and the legal description in the ordinance, the boundaries of the annexation area as described by the legal description in the accompanying ordinance shall prevail; and

WHEREAS, the City recognizes that the Annexed Property contributes more revenues to the UMSA budget than is required in expenditures to serve the area and thus this area is considered a "donor" area; and

WHEREAS, the City recognizes that the loss of this "donor" area from the rest of UMSA would create a net loss to the UMSA budget and may create the need to raise taxes or reduce services in the UMSA area, or may have other negative impacts on the UMSA area; and

WHEREAS, the City recognizes that the budget for the Miami-Dade Police Department is a significant part of the UMSA budget and that a reduction in available revenues could impact the level of police service for the region; and

WHEREAS, the City recognizes the importance of maintaining a large police force at a regional level and that maintaining a large police force will benefit the residents of the City; and

WHEREAS, the City hereby represents to the County that it affirms and agrees with the terms of this Agreement, including but not limited to, the requirements that the City make certain payments to the County related to stormwater debt service and mitigation, and the City's obligations related to solid waste collection and disposal, the Miami-Dade Fire Rescue District, and the Miami Dade Library District, and the City further represents that it desires to, and will remain in the Miami-Dade Fire Rescue District and the Miami-Dade Library District, in perpetuity; and

WHEREAS, these representations by the City are made in conjunction with, and as part of the consideration of, the City's annexation application for the Annexed Property; and

WHEREAS, all of these representations by the City are material to the County's consideration of the City's annexation application, and the County has relied upon these representations in exercising its discretion to permit the annexation of the Annexed Property; and

WHEREAS, to memorialize those representations and to provide for points of compromise and other matters, the County and the City wish to enter into this Agreement; and

WHEREAS, pursuant to this Agreement, the City will assume certain municipal-type services once the annexation has been approved, together with certain functions, responsibilities, and obligations, and the County will retain certain services, functions, responsibilities, rights, and obligations, as set forth herein,

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

- A. The above recitals are incorporated as if fully set forth herein.**
- B. Utility Taxes.**

Pursuant to current applicable law and Chapter 20 of the Code of Miami-Dade County, Florida ("County Code"), the County shall continue to receive and retain the utility tax revenues generated from the Annexed Property in perpetuity.

C. Stormwater Utility Bond Debt Service.

The City agrees to pay the County the remaining stormwater utility debt service payments for the Annexed Property calculated at \$29,286.67 per year through the end of calendar year 2029, pursuant to Section 20-8.5 of the County Code. The City will begin the annual debt service payment immediately upon approval of the annexation. The City agrees to make such payments on or before March 1st of each year.

D. Mitigation Payments.

The City shall mitigate the revenue loss to UMSA for the Annexed Property, which is \$139,645.00 per year, adjusted for inflation as provided below. As such, the City agrees to pay mitigation payments to the County of \$139,645.00 annually for a period of four years to the County's Municipal Services Trust Fund (MSTF), and the annual payment due shall be adjusted for inflation based on the Consumer Price Index for the Miami-Ft. Lauderdale-West Palm area for the previous calendar year. The payment obligations to the County will be made from the City's non-ad valorem revenues. The City agrees to make such annual mitigation payments on or before April 1st of each year, beginning in the year 2024, for a period of four years. If payment is not received in full by April 1st, the City shall pay an amount equal to 5 percent of the amount of the mitigation payment outstanding as a penalty, and the City shall pay interest on the amount of unpaid mitigation equal to 1 percent for each month the payment is outstanding.

The City agrees that its contributions to the MSTF will be used to maintain police services in the unincorporated areas of Miami-Dade County, including those proximate to the City, recognizing that crime does not respect political boundaries and that the provision of police services to the neighboring UMSA communities directly benefits the City and City residents.

E. Stormwater Management.

The City shall execute or modify a cost-share Interlocal Agreement with the County for canal and/or drainage system maintenance activities to cover expenditure cost-share for the Annexed Property, and the City agrees to reimburse the County for canal and drainage system maintenance activities which relate to the City. All canal right-of-way, easement, reservation, and similar interests owned or otherwise controlled by Miami-Dade County shall remain with the County and are not being conveyed to the City, and nothing in this Agreement shall be interpreted or deemed to convey to the City any canal right-of-way, easement, reservation, or similar interests owned by Miami-Dade County.

F. Solid Waste Collection and Disposal.

Section 9.2 of the City's Charter provides that the City shall remain a part of the Miami-Dade Solid Waste Collection Service Area in perpetuity, and further provides that the County's Department of Solid Waste Management will provide services to all new residential customers and continue serving existing customers. Should section 9.2 of the City's Charter be amended, in the manner permitted by the Miami-Dade Home Rule Charter and the Miami-Dade County Code, to remove all of the above-mentioned provisions, the provisions below related to delegation by the County, under certain circumstances, shall apply.

Pursuant to Section 20-8.4 of the Code of Miami-Dade County, 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 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 City through a 20-year interlocal agreement that provides for the collection services, and a 20-year interlocal agreement that provides for disposal services in substantially the form approved by Resolution No. R-1198-95, as amended by Resolution No. R-167-13.

Nothing in this Agreement shall be interpreted or deemed to require the County to delegate to the City the authority to collect or dispose of such waste.

In the event that the County delegates the authority to collect and dispose of such waste and the City contracts with a private waste hauler to collect residential waste within the Annexed Property, the private hauler will be obligated to comply with all obligations of such 20-year interlocal agreements, including, but not limited to, the requirements to deliver residential waste to the County's solid waste system facilities and pay the Disposal Facility Fee to the County in accordance with Section 15-25.2 of the Code of Miami-Dade County, and the City shall include these requirements in its contract with its private waste hauler.

G. Transfer of Certain Public Roads.

1. Certain public roads that are currently maintained by and under the jurisdiction of the County are within the Annexed Property (hereinafter referred to as "Road Segments" except that the Exempt Roads (as such term is defined below) shall not be included in the definition of "Road Segments") and, pursuant to Section 335.0415, Florida Statutes, jurisdiction and responsibility for public roads may be transferred by mutual agreement of the County and the City. In addition, 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 deed or right-of-way map in the public records.

2. In accordance with paragraph 1 of this section G above, upon the Effective Date, the County shall transfer the jurisdiction, ownership, and control of the Road Segments to the City; provided, however, that the County is not transferring, and shall retain: (a) ownership of, control of and traffic engineering functions for the Exempt Roads (as such term is defined below) and such Exempt Roads shall not be included in the definition of "Road Segments"; and (b) all traffic engineering functions for all of the Road Segments and other matters referenced herein Section G. The City agrees to accept ownership, jurisdiction and control of the Road Segments to the City in accordance with the terms and conditions set forth herein. The City shall have no ownership, jurisdiction or control of the Exempt Roads. In addition to all traffic engineering functions and other matters referenced herein in Section G, the County will retain ownership, jurisdiction, and control of the following roads (which are hereafter referred to as the "Exempt Roads") as listed below:

NW 87th Avenue from NW 58th Street to 350' N/O NW 61st Street
NW 58th Street from NW 87th Avenue to State Road 826

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, roundabouts or other traffic-calming devices within the Annexed Property, including but not limited to the Road Segments, remains with the County. In addition, the County shall retain control over all road closures.

Nothing herein diminishes the County's jurisdiction over all traffic engineering matters within the County, including within municipalities, except for State road rights-of-way. The County has the authority to set the hours and days that construction by any County department or agency shall take place in, or on, any public street, with prior written notice to the City. The rights and responsibility to issue permits or collect fees for construction, including utility work, within the public rights-of-way of all Road Segments are expressly transferred to the City by this Agreement, except those associated with traffic engineering. The City agrees that it shall not levy any fee or require a permit from any County department, agency or instrumentality for work within, beneath, or upon the Road Segments. The City 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.

4. 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. Following the effective date of the transfer of such roadways, the City shall be responsible and, as between the County and the City, shall have tort liability for the Road Segments, including all operations and maintenance thereof. Except as otherwise provided herein, the City and the County agree that this Agreement contains no indemnification or hold harmless agreement or provisions concerning any claims, demands, damages and causes of action that may be brought against either party by third parties relating to

the Road Segments. The City and the County shall each individually defend any action or proceedings brought against their respective agencies by third parties relating to the Road Segments and shall be individually responsible for all of their respective costs, attorney's 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.

5. If requested by the City, the County shall provide the City with the County's available Engineering Division's Section Maps, which generally depict the rights-of-way, inclusive of the Road Segments.
6. Upon the Effective Date, the County Mayor and City Mayor or their respective designees shall determine a mutually agreeable date for the recordation and transfer of the Road Segments after the Effective Date.
7. If requested by the City, the County shall provide the City with a list of completed roadway/sidewalk/stripping projects for the Road Segments and, if requested by the City, access to any plans, specifications, drawings, and permits for such projects within the possession of the County's Department of Transportation and Public Works.

H. Notice

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 for the purpose of giving notice:

For the COUNTY:

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

With a Copy to:

OMB Director
Office of Management & Budget
Stephen P. Clark Center
111 NW 1st Street, 22nd Floor
Miami, Florida 33128
Telephone: 305-375-5143
Facsimile: 305-375-5168

For the City:

City Mayor
8401 NW 53rd Terrace
Doral, FL 33166
Telephone: (305) 593-6725

I. Areas and Facilities of Countywide Significance

Pursuant to section 20-8.6 of the Code, as a condition of the annexation, the County shall retain regulatory jurisdiction over Areas and Facilities of Countywide Significance as designated by the Board.

J. Impact Fees.

This interlocal agreement, in of itself, does not prohibit the City from charging City impact fees, to the extent permissible by law, provided that any such City impact fees are not duplicative of impact fees charged by the County, as such County fees may be amended from time to time.

K. Department of Regulatory and Economic Resources.

The following provisions shall apply with respect to building permits and related matters within the Annexed Property, except, however, this Section K shall not apply with respect to those properties over which the County is retaining regulatory jurisdiction.

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 boundaries of the Annexed Property. RER shall process and issue all subsidiary building permits associated with a master permit issued or applied for 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 sixty (60) days after the Effective Date, RER shall deliver to the City a written report listing each active master building permit and subsidiary building permit issued within the boundaries the Annexed Property. 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 until all of the open permits are finalized.

- b. RER shall maintain all other records related to Construction Permitting and Building Code Division services performed by RER within the Annexation Area 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 City at the cost specified for the reproduction of documents contained in the RER's fee schedule.

3. Compensation

RER shall retain all building permit fees, penalties, and other fees and charges collected by RER for any application filed, or permits issued, prior to the City assuming building services. RER shall retain all building 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

RER shall provide a report, within sixty (60) days of the Effective Date, to the City listing any building permit for work within the boundaries of the Annexed Property that expired prior to the City'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 City with an updated report listing any building permits that expired within the previous calendar month until such time as all permits within the Annexed Property are finalized. Copies of any available permit application, plans, files or other documents related to an expired building permit may be obtained from RER upon written request of the City at the cost specified

for the reproduction of documents contained in RER's fee schedule. After the Effective Date, the City shall be responsible for enforcement actions relating to any expired building permit reported to the City by the Construction Permitting and Building Code Division. It is in the complete and sole discretion of the City to engage in any enforcement action relating to any such expired permit.

For permits issued under the South Florida Building Code, an expired permit is any permit issued by the Construction Permitting and Building Code Division 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 building permit issued by the Construction Permitting and Building Code Division which lacks a final inspection approval from the Construction Permitting and Building Code Division 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 City as the City's Building Official in accordance with any applicable building codes and Chapter 468, Florida Statutes until the City assumes responsibility on the Effective Date. The City will assume responsibility for processing any permit applications submitted on or after the Effective Date, with the exception of certain subsidiary permits, as discussed in paragraph 1 of this section K, performing inspections on any permits issued by the City 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, with respect to building permits, 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 Effective 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 Effective Date, RER shall close all active enforcement cases and provide the City 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 City 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 City. The City 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 the Effective Date. If the unsafe structures enforcement case is turned over to the City, 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 City.

Notwithstanding the transition of powers and duties provided for in this Agreement, the Building Official for Miami-Dade County and for the City 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 City. 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 the County Mayor's designee and the City Mayor or his designee not later than sixty (60) days following the Effective Date.

L. Restrictive Covenants.

Pursuant to Section 20-8.8 of the County Code, 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 City has first approved the modification or deletion. This provision, however, shall not apply to those properties over which the County is retaining regulatory jurisdiction.

M. Fire Rescue District.

The Annexed Property shall remain within the Miami-Dade Fire Rescue District in perpetuity.

N. Library District.

The Annexed Property shall remain within the Miami-Dade County Library District in perpetuity.

O. Public Safety.

Jurisdiction for police service in the Annexed Property, including all legal rights, responsibilities, and obligations consistent with the City's municipal policing, is hereby assumed by the City's Police Department commencing on the Effective Date.

P. Representations by the City and the County and Authority to Enter into Agreement.

The City has represented that it will enter into this Agreement providing for, among other things, the City to forever remain in the Miami-Dade Fire Rescue District and Miami Dade Library District, and the County has relied upon such representations in exercising

its discretion to approve the annexation. In addition, each party acknowledges that this Agreement has been duly approved and executed by its governing body based on the representations referenced above, and that each party has the required power and authority to enter into and perform the obligations hereunder.

Q. Invalidation of Provisions, Severability.

Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, unenforceable, or prohibited by applicable law, then such provision shall be severed to the extent of such prohibition or invalidity, and the remaining provisions of this Agreement shall remain in full force and effect. The City hereby acknowledges and agrees, however, that if any provision of this Agreement is severed, the County may, in its sole discretion, effectuate a future boundary change to remove the Annexed Property from the boundaries of the City and make it part of the unincorporated area again. Upon the effectuation of any such future boundary change, the remaining provisions of this Agreement shall be deemed automatically terminated, void, and of no further force and effect. These remedies are non-exclusive and shall be in addition to any other available remedies.

R. Governing Law and Venue.

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida, including, but not limited to, the Miami-Dade County Home Rule Charter. Venue for any litigation for any controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

S. Entirety of Agreement.

Except with respect to the other interlocal agreements referenced herein, the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only be a written amendment duly executed by both parties hereto or their authorized representatives.

T. Headings.

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

U. Rights of Others.

Nothing in this Agreement, expressed or implied, is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

V. Existing Agreements.

Any and all existing interlocal agreements between the County or any of its departments or agencies (such as but not limited to RER, Miami-Dade County Stormwater

Utility, Transportation and Public Works, Water and Sewer, Miami-Dade Police Department, etc.) and the City 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. It is provided, however, that where this Agreement is inconsistent with any such prior Agreement, the terms of this Agreement shall supersede and control.

W. Effective Date and Term

The term "Effective Date" as used herein shall mean the effective date of the annexation. The annexation shall not be effective before this Agreement has been fully and properly executed. The Effective Date shall be the later of the occurrence of the following: (1) ten days after the Board of County Commissioners approves the ordinance accomplishing the annexation, unless vetoed by the Mayor; and if vetoed, only upon an override by the board of County Commissioners; and (2) the date upon which this Agreement has been fully and properly executed by both the County and the City. The provisions of this Agreement shall be in full force and effect commencing on the Effective Date and shall continue in perpetuity.

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

Attest:


CITY OF DORAL, FLORIDA

By: 
City Clerk

By: 
Christi Fraga,
Mayor

Date: 6/14/2023

Approved for legal sufficiency and form:


City Attorney

Attest:

MIAMI-DADE COUNTY, FLORIDA

Luis G. Montaldo, Clerk Ad Interim

By: _____
Deputy Clerk

By: _____
Mayor Daniella Levine Cava or designee

Approved for legal sufficiency and form:

Assistant County Attorney

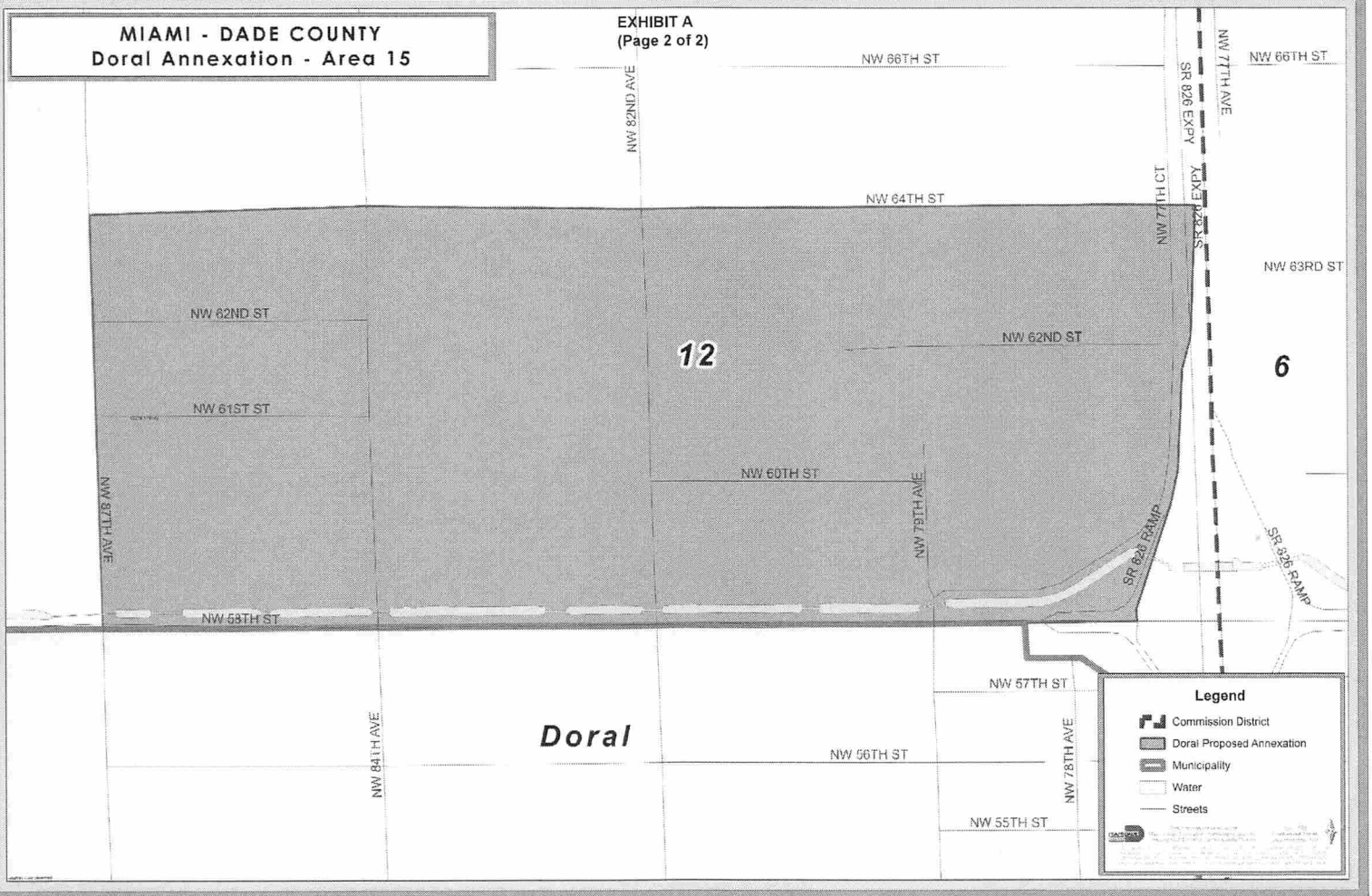
EXHIBIT A
(page 1 of 2)

LEGAL DESCRIPTION
of City of Doral Section 15 Annexation Area

A portion of the South 3/4 of the South 1/2 of Section 15, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as bounded on the East by the West Right-of-Way line of Palmetto Expressway (State Road 826) as depicted on Right-of-Way Monumentation Map for State Road 826 Section 87260-2517, recorded in Road Plat Book 152, at Page 66 of the Public Records of Miami-Dade County, Florida; bounded on the South by the South line of said Section 15 (Centerline of NW 58 Street); bounded on the West by the West line of said Section 15 (Centerline of NW 87 Avenue); and bounded on the North by the Centerline of NW 64 Street, also being the municipal boundary of the Town of Medley.
Containing approximately 229.91 acres more or less.

MIAMI - DADE COUNTY
Doral Annexation - Area 15

EXHIBIT A
(Page 2 of 2)



RESOLUTION No. 23-100

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING INTERLOCAL AGREEMENTS BETWEEN THE CITY OF DORAL AND MIAMI-DADE COUNTY FOR SECTION 6 AND SECTION 15 ANNEXATIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 6.04 of the Home Rule Charter for Miami-Dade County (“County”) authorizes the County to approve changes to municipal boundaries; and

WHEREAS, pursuant to Section 20-3 of the County’s Code of Ordinances, any proposed boundary change desired by the governing body of a municipality shall be initiated by resolution of such governing body adopted after a public hearing; and

WHEREAS, pursuant to the aforementioned County Charter and Code provisions, the City of Doral (“City”), has sought to annex the following the tracts of land currently part of the Unincorporated Municipal Service Area (“UMSA”), generally described as follows:

- Section 6, Township 53 South, Range 40 East, in Miami-Dade County (“Section 6)
- A portion of Section 15, Township 53, Range 40, in Miami-Dade County (“Section 15”); and

WHEREAS, on July 7, 2022, the Board of County Commissioners (“BOCC”) for the County unanimously adopted County Resolution Nos. R-622-22 and R-621-22, directing the County Attorney to prepare the Ordinance and Interlocal Agreements (“ILAs”) to effectuate the annexation requests for Sections 6 and 15, respectively; and

WHEREAS, pursuant to the above, the County prepared the ILAs for the City’s consideration, which ILAs provided that the City shall mitigate the revenue loss to the UMSA by paying the County the following sums:

- Section 6: \$1,023,874.00 per year for 7 years
- Section 15: \$139,645.00 per year for 7 years; and

WHEREAS, the County recently advised City administration that the aforementioned ILAs were never executed and placed on a County agenda for consideration because in October of 2022, the City had taken the position that it would not agree to any mitigation payments; and

WHEREAS, the current City Council acknowledges that payment of some mitigation to the County for the annexations will be required, and believes that it is in the best interest of the City to enter into Interlocal Agreements with Miami-Dade County for the annexation of Section 6 and Section 15, which provide for mitigation payments in the above referenced amounts but for a period of 4 years, and wishes to approve the same in substantially the form attached hereto as Exhibit "A" and Exhibit "B", respectively.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

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

Section 2. Approval and Authorization. The Interlocal Agreements between the City and Miami-Dade County for the annexation of Section 6 and Section 15, substantially in the form attached hereto as Exhibit "A" and Exhibit "B", respectively, are hereby approved. The City Council hereby authorizes the Mayor to execute both Interlocal Agreements on behalf of the City, together with such non-substantive changes as may be approved by the City Manager and City Attorney.

Section 3. Implementation. The City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Pineyro who moved its adoption.

The motion was seconded by Councilmember Porras and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Rafael Pineyro	Yes
Councilwoman Digna Cabral	No
Councilwoman Maureen Porras	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 14 day of June, 2023.



CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



VALERIE VICENTE, ESQ. for
NABORS, GIBLIN & NICKERSON, P.A.
CITY ATTORNEY