

Interlocal Agreement

This agreement is entered into this 10th day of December, 2008, by and between Miami-Dade County, Florida ("County") and the City of Florida City ("City"), a Florida municipal corporation.

WITNESSETH

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 described in the accompanying ordinance; and

WHEREAS, the City and the County desire to enter into an agreement that will provide that the City will ensure that any rockmining or lake excavation that occurs within this tract of land be approved by the County; and

WHEREAS, the City and the County desire to enter into an agreement that will provide for points of compromise and other matters,

NOW, THEREFORE, the City and the County agree as follows:

A. Retention for approval of Rockmining, Lake Excavations and Related Requests.

Jurisdiction to approve applications for rockmining, lake excavations and related requests in the area annexed to the City of Florida City described in Exhibit A to this agreement is hereby retained by Miami-Dade County and shall be processed in accordance with the procedures set forth in the Code of Miami-Dade County.

Any approvals of such requests shall be governed by the requirements of the

Miami-Dade County's Comprehensive Development Master Plan and the Code of Miami-Dade County, Florida.

B. Debt Service. Obligations of the City.

1. **Utility Taxes and Franchise Fees.** Pursuant to current applicable law and the Code of Miami-Dade County, the County shall continue to receive and retain the electrical franchise fee generated from the annexation area through the life of the franchise agreement, and utility tax revenues derived from the annexation area in perpetuity.

C. Solid Waste Disposal Pursuant to Section 20-8.4 of the Miami-Dade County Code, the County shall forever continue to collect and dispose of all residential waste within the annexation area in the same manner as though such annexed area 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 municipality through a twenty (20) year interlocal agreement which provides for the collection services, and a twenty (20) year interlocal agreement which provides for disposal services in substantially the form approved by Resolution R1198-95.

D. Term.

The provisions of this agreement shall be in full force and effect commencing on the date of the execution of this agreement and continuing in perpetuity.

E. Representation by the City and the County.

Each party represents that his agreement has been duly approved and executed by its governing body and that it has the required power and authority to enter into and perform the obligations hereunder.

F. Invalidation of Provisions, Severability.

Wherever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this agreement is prohibited or invalid under applicable law, the remaining provisions of this interlocal agreement shall not be affected by such invalidity.

G. Existing Agreements.

Any and all existing interlocal agreements between the County or any of its departments of agencies (such as but not limited to DERM, WASD, Public Safety, etc.) and the City of Florida City shall remain in full force and effect and shall not be altered, changed, modified, amended or terminated as a result of this agreement.

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

Attest:

CITY OF FLORIDA CITY

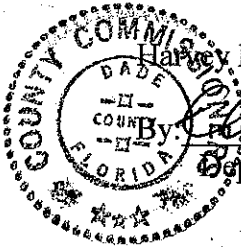
By: [Signature] By: [Signature]
Mayor Otis T. Wallace Date

Approved for legal sufficiency and form:

[Signature]
City Attorney

Attest:

MIAMI-DADE COUNTY, FLORIDA



Harvey Ruvin, Clerk

[Signature]
Deputy Clerk

By: [Signature]
Mayor Carlos Alvarez or designee Date

Approved for legal sufficiency and form:

[Signature]
County Attorney