

MEMORANDUM

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Agenda Item No. 2(B)

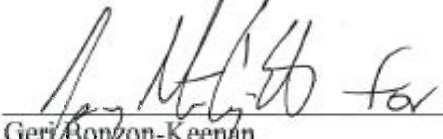
TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: September 10, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving an annexation Interlocal Agreement between Miami-Dade County and the City of Florida City in connection with the proposed annexation of the unincorporated area known as the City of Florida City section J annexation area, with approximate outer boundaries on the north by SW 328th Street (Southwest 7th Street), on the east by SW 192nd Avenue, on the south by SW 344th Street, and on the west by SW 199th Avenue; designating certain areas or facilities of Countywide significance, pursuant to sections 20-8.6 and 20-28.1 of the Code; authorizing the County Mayor to execute the annexation agreement and to exercise all provisions contained therein; directing the County Mayor to negotiate and execute a separate interlocal agreement between Miami-Dade County and the City of Florida City which would require Florida City to construct or cause to be constructed a community center and agree to dedicate or lease land or space for a library facility

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Vice Chairman Kionne L. McGhee.



Geri Bonzon-Keenan
County Attorney

GBK/uw

MDC001



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: October 6, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No.

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**
- _____ **Requires more than a majority vote (i.e., 2/3’s present ____, 2/3 membership ____, 3/5’s ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) ____) to approve**
- _____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor

Agenda Item No.

Veto _____

Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING AN ANNEXATION INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF FLORIDA CITY IN CONNECTION WITH THE PROPOSED ANNEXATION OF THE UNINCORPORATED AREA KNOWN AS THE CITY OF FLORIDA CITY SECTION J ANNEXATION AREA, WITH APPROXIMATE OUTER BOUNDARIES ON THE NORTH BY SW 328TH STREET (SOUTHWEST 7TH STREET), ON THE EAST BY SW 192ND AVENUE, ON THE SOUTH BY SW 344TH STREET, AND ON THE WEST BY SW 199TH AVENUE; DESIGNATING CERTAIN AREAS OR FACILITIES OF COUNTYWIDE SIGNIFICANCE, PURSUANT TO SECTIONS 20-8.6 AND 20-28.1 OF THE CODE OF MIAMI-DADE COUNTY; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE ANNEXATION AGREEMENT AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN; DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO NEGOTIATE AND EXECUTE A SEPARATE INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF FLORIDA CITY WHICH WOULD REQUIRE FLORIDA CITY TO CONSTRUCT OR CAUSE TO BE CONSTRUCTED A COMMUNITY CENTER AND AGREE TO DEDICATE OR LEASE LAND OR SPACE FOR A LIBRARY FACILITY

WHEREAS, section 6.04 B of the Miami-Dade County Home Rule Charter and chapter 20 of the Code of Miami-Dade County ("Code") authorize the Board of County Commissioners ("Board") to approve changes to municipal boundaries; and

WHEREAS, on September 15, 2021, the City of Florida City ("City") submitted an application for the annexation of the unincorporated area referred to in the City's application as Area J (the "annexation area") contiguous to the City; and

WHEREAS, on July 1, 2025, the Board adopted Resolution No. R-658-25 directing the County Attorney to prepare the appropriate ordinance and interlocal agreement to effectuate the annexation; and

WHEREAS, the City represented that it will enter into the interlocal agreement with the County that is attached to this resolution as Exhibit 1 (hereinafter, the “Annexation Interlocal Agreement”); and

WHEREAS, in exercising the County’s discretion to approve this annexation, the County has relied upon all of the representations in the Annexation Interlocal Agreement; and

WHEREAS, on _____, the Board adopted Ordinance No. _____ providing that this annexation shall not take effect unless and until the City executes the Annexation Interlocal Agreement and that the Annexation Interlocal Agreement must remain in effect; and

WHEREAS, on April 28, 2026, the City Commission adopted Resolution No. 26-21 (“City resolution”) approving the Annexation Interlocal Agreement, and the City has executed the Annexation Interlocal Agreement, attached hereto as Exhibit 1; and

WHEREAS, this Board wishes to approve the Annexation Interlocal Agreement and direct the County Mayor or Mayor’s designee to execute such agreement; and

WHEREAS, sections 20-8.6 and 20-28.1 of the Code authorize the Board to designate portions of the unincorporated area of the County as Areas or Facilities of Countywide Significance; and

WHEREAS, for areas designated as an Area or Facility of Countywide Significance, sections 20-8.6 and 20-28.1 of the Code provide that regulatory jurisdiction over the area shall remain with the County notwithstanding subsequent annexation to an existing municipality or the inclusion of such area as part of a newly incorporated municipality; and

WHEREAS, according to those sections of the Code, the Board may designate Areas or Facilities of Countywide Significance by resolution upon a finding that: (1) the Area or Facility is susceptible to substantial change and development that will detrimentally affect the facility or land; (2) there is a need for the continued, unimpaired functioning of the Area or Facility by the greater community; and (3) the service provided at or by the Area or Facility, or at a combination of areas or facilities, is a significant resource to the greater community; and

WHEREAS, pursuant to sections 20-8.6 and 20-28.1 of the Code, this Board wishes to designate the following as Areas and Facilities of Countywide Significance: (1) the entire area shown on Exhibit B to the attached Interlocal Agreement, which includes the Basic Wellfield Protection Area of the Florida Keys Aqueduct Authority Wellfield as stated in Resolution No. R-1532-84; (2) Rock Pit #39 Preserve (currently identified as folio 30-7823-002-0010), located on the southwest corner of SW 336th Street and SW 192nd Avenue, as shown in the boundary survey in Exhibit C to the attached Interlocal Agreement; and (3) the entire area shown on Exhibit D to the attached Interlocal Agreement, which includes the designated Natural Forest Community lying between SW 197th Avenue and SW 192nd Avenue to the west and SW 332nd Street and SW 336th Street to the north and south; and

WHEREAS, these above-mentioned areas and facilities meet the criteria in sections 20-8.6 and 20-28.1 of the Code: specifically, these areas and facilities are susceptible to substantial change and development that will detrimentally affect them; there is a need for the continued, unimpaired functioning of these areas and facilities by the greater community; and the service provided at or by these areas and facilities, or at a combination of areas or facilities nearby, are a significant resource to the greater community; and

WHEREAS, these designations are being made with the purpose of the County retaining regulatory jurisdiction, including, but not limited to, jurisdiction for purposes of comprehensive planning, zoning and building and other development approvals, pursuant to section 20-8.6 and 20-28.1 of the Code, over the Areas or Facilities; and

WHEREAS, in addition, as part of the City's application to annex this particular area, the City represented that it anticipates receiving additional property tax revenue from the annexation area, both in its current state and if the area is developed in the future for residential uses, and the City further represented that it can provide nearby recreational facilities and services to the annexation area and had a 7.5 acre park planned on SW 336th Street between SW 187th Avenue and SW 192nd Avenue, less than a ½ mile from the annexation area; and

WHEREAS, consistent with the City's representations related to recreational facilities and services and to provide greater assurances to the County in connection with the County's consideration of the City's application for annexation, the Board wishes to direct the County Mayor or County Mayor's designee to negotiate and execute a separate interlocal agreement (the "Community Center/Library Interlocal Agreement") between the County and the City (1) by which the City would agree, at no cost to the County, to construct or cause to be constructed a community center within the municipal boundaries of the City, and where such community center shall be

maintained and operated at no cost to the County, and (2) by which the City would agree within a certain time period to dedicate or lease land or space within the municipal boundaries of Florida City to Miami-Dade County for a Miami-Dade County Library facility, and that Community Center/Library Interlocal Agreement would need to be negotiated and fully executed by both parties before the Annexation Interlocal Agreement is executed on behalf of the County,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves the foregoing recitals and incorporates them into this resolution.

Section 2. Approves the Annexation Interlocal Agreement, in substantially the form attached hereto as Exhibit 1, by and between the County and the City.

Section 3. Designates the following as Areas and Facilities of Countywide Significance pursuant to sections 20-8.6 and 20-28.1 of the Code: (1) the entire area shown on Exhibit B to the attached Interlocal Agreement, which includes the Basic Wellfield Protection Area of the Florida Keys Aqueduct Authority Wellfield as stated in Resolution No. R-1532-84; (2) Rock Pit #39 Preserve (currently identified as folio 30-7823-002-0010), located on the southwest corner of SW 336th Street and SW 192nd Avenue, as shown in the boundary survey in Exhibit C to the attached Interlocal Agreement; and (3) the entire area shown on Exhibit D to the attached Interlocal Agreement, which includes the designated Natural Forest Community lying between SW 197th Avenue and SW 192nd Avenue to the west and SW 332nd Street and SW 336th Street to the north and south. The County shall retain regulatory jurisdiction over all such Areas and Facilities of Countywide Significance.

Section 4. After the Community Center/Library Interlocal Agreement has been negotiated and executed by both the City and the County as referenced in Section 5 below, the County Mayor or County Mayor's designee is directed to execute the Annexation Interlocal Agreement in substantially the form attached and to exercise all rights contained therein. As referenced in Section 5 below, the negotiation and execution by both the County and the City of the separate Community Center/Library Interlocal Agreement shall be a condition precedent to the execution by the County Mayor or County Mayor's designee of the Annexation Interlocal Agreement.

Section 5. Directs the County Mayor or County Mayor's designee to negotiate a separate Community Center/Library Interlocal Agreement between the County and the City, which shall at a minimum include or otherwise provide that: (a) the City shall, at no cost to the County, construct or cause to be constructed a community center within the municipal boundaries of the City; (b) the community center shall be maintained and operated at no cost to the County, nor shall the County be the owner or otherwise be responsible for the community center; (c) the City agrees to dedicate or lease land or space to Miami-Dade County for a Miami-Dade County library facility, which may be accomplished via separate agreement between the City and the County, and where such proposed land or space shall be coordinated with Miami-Dade County to ensure that it is sufficient and appropriate for a Miami-Dade County library facility location; (d) the County would not be obligated by this Community Center/Library Interlocal Agreement to accept the City's proposed dedication or lease of land or space, and whether the County elects to do so for a Miami-Dade County library facility would be in the County's sole discretion; (e) dates by which the community center shall be constructed and dates by which the City shall offer to dedicate or lease land or space for a Miami-Dade County library facility; (f) additional relevant terms, for example

related to square footage and facility components, as determined by the County Mayor or County Mayor's designee; and (g) that this Community Center/Library Interlocal is being entered into consistent with certain representations that the City has made to the County as part of the City's annexation application, including, not but limited to, that the City represented that it anticipates receiving additional property tax revenue from the annexation area, both in its current state and if the area is developed in the future for residential uses, and the City further represented that it can provide nearby recreational facilities and services to the annexation area and had a 7.5 acre park planned on SW 336th Street between SW 187th Avenue and SW 192nd Avenue, less than a ½ mile from the annexation area.

If the County's Office of Management and Budget determines that the negotiated Community Center/Library Interlocal Agreement would not have a fiscal impact to the County, then the County Mayor or County Mayor's designee is directed to execute said Community Center/Library Interlocal Agreement. To the extent that there would be a fiscal impact to the County from the negotiated Community Center/Library Interlocal Agreement, as determined by the County's Office of Management and Budget, then the County Mayor or County Mayor's designee shall not have delegated authority to execute said Community Center/Library Interlocal Agreement, unless and until it has been approved by the Board of County Commissioners.

A Community Center/Library Interlocal Agreement that meets at least the minimum requirements of this resolution must be negotiated and fully executed by both the City and the County before the Annexation Interlocal Agreement referenced in Section 4 above may be executed on behalf of the County.

Section 6. After the Community Center/Library Interlocal Agreement has been negotiated and executed, amendments to such Community Center/Library Interlocal Agreement may be approved by the Board of County Commissioners via resolution or motion, and such amendments to the Community Center/Library Interlocal Agreement shall not require an amendment to this resolution related to the annexation.

The Prime Sponsor of the foregoing resolution is Vice Chairman Kionne L. McGhee. It was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of October, 2026. 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

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be 'ASR', written over a horizontal line.

Abbie Schwaderer-Raurell
James Eddie Kirtley

**Interlocal Agreement
Florida City Area J 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 Florida City ("City"), a Florida municipal corporation and shall become effective and enforceable on the Effective Date (as such term is defined below).

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 tracts 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 also referred to as Area J (the "Annexed Property"), and in the event of any inconsistency between the boundaries of the annexation area 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 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 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 those 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 make a one-time payment to the County in the amount of \$1,716.00 for the remaining stormwater utility debt service payments for the Annexed Property, calculated at \$429 per year for four years, for Fiscal Year 2026 through Fiscal Year 2029. The City will make the one-time debt service payment of \$1,716.00 within 30 days of the date that this Agreement is fully executed.

D. 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. Additionally, the City shall execute or modify an NPDES interlocal agreement with the County to satisfy the requirements of the joint NPDES Permit No. FLS000003.

E. Solid Waste Disposal.

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.

F. 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 F 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 F. 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 F, the County will retain ownership, jurisdiction, and control of the following roads (which are hereafter referred to as the "Exempt Roads") as listed below:
 - SW 197 Avenue (theoretical) from SW 344 Street to SW 328 Street
 - SW 192 Avenue from SW 344 Street to SW 328 Street
 - SW 344 Street from SW 199 Avenue to SW 192 Avenue
 - SW 328 Street (theoretical) from SW 197 Avenue to SW 192 Avenue
 - East of centerline SW 194 Avenue from SW 336 Street to south centerline of SW 338 Street
 - SW 336 Street from SW 194 Avenue to SW 192 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 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.

G. 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:

Daniella Levine Cava County Mayor
Mayor's Office
Stephen P. Clark Center
111 N.W. 1st Street, Suite 2910
Miami, Florida 33128
Telephone: (305) 375-5311

With a Copy to:
OMB Director

Office of Management and Budget
Stephen P. Clark Center
111 N.W. 1st Street, Suite 2210
Miami, FL 33128
Telephone: (305) 375-5143

For the City:

Dr. James A. Poag
City Manager
404 West Palm Drive
Florida City, FL 33034
Telephone: (305) 247-8221

H. 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. The entire area shown on Exhibit B, which includes the Basic Wellfield Protection Area of the Florida Keys Aqueduct Authority Wellfield, as stated in Resolution No. R-1532-84
2. Rock Pit #39 Preserve (folio 30-7823-002-0010), located on the southwest corner of SW 336th Street and SW 192nd Avenue, as shown in the boundary survey attached as Exhibit C.
3. The entire area shown on Exhibit D, which includes the designated Natural Forest Community lying between SW 197th Avenue and SW 192nd Avenue to the west and east and SW 332nd Street and SW 336th Street to the north and south

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.

I. Department of Regulatory and Economic Resources.

The following provisions relate to building permits applications received prior to the Effective Date, including enforcement of and compliance with said building permits, within the Annexed Property, except, however, this Section I is not applicable with respect to those properties over which the County is retaining regulatory jurisdiction.

The provisions of this Section I may be exercised in the discretion of the County, and notwithstanding any provision herein to the contrary, nothing in this Section I shall be construed to require the County to exercise any authority or power over building permits within the Annexed Property. As part of the County's exercise of such discretion pursuant to this Section I, the County may request that the City provide documentation or other information, including, for example, a written determination that an application is compliance with all applicable City zoning regulations. If the County, in its sole discretion, elects not to continue to process and/or issue one or more building permits for the Annexed Property after the Effective Date, the County may transfer the respective permit application

to the City, if such transfer is possible, or may deny the respective permit application, or take other such action as may be appropriate, all in the County's sole discretion.

1. Permitting.

The Miami-Dade Department of Regulatory and Economic Resources, hereinafter "RER", may, in its discretion, process and issue building permits for all applications received prior to the Effective Date for new construction, alterations, repairs or demolitions on real property within the boundaries of the Annexed Property. RER may, in its discretion, 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 purposes 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 may include the performance of all required inspections, plan review, 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 Annexed Property 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 30 days of the Effective Date, to the City listing any building permit for work within 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 I, 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, which the County may elect to exercise in its sole discretion, 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 may, in its discretion, 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 authorities 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 her designee and the City Mayor not later than sixty (60) days following the Effective Date.

J. Restrictive Covenants

Pursuant to Section 20-8.8, Code of Miami-Dade County, 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.

K. Fire Rescue District.

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

L. Public Safety.

Jurisdiction for municipal police services in the Annexed Property is hereby assumed by the City commencing on the Effective Date. The City is urged to notify and coordinate with the Miami-Dade Sheriff's Office regarding the provision of police services

within the Annexed Property.

M. Library District.

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

N. 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 the 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.

O. 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. 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.

P. 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.

Q. 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 by a written amendment duly executed by both parties hereto or their authorized representatives.

R. 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.

S. 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.

T. 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.

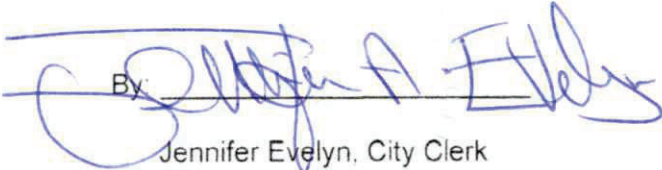
U. Effective Date and Term

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; (2) the date upon which this Agreement has been fully and properly executed by both the County and the City; and (3) if an election in the Annexed Property is required, the date after the election results are certified. The provisions of this Agreement shall be in full force and effect commencing on the Effective Date and shall continue in perpetuity.

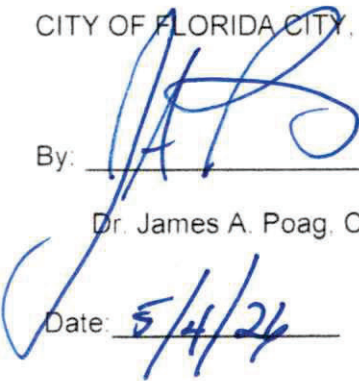
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective and duly authorized representatives.

Attest:

CITY OF FLORIDA CITY, FLORIDA

By: 

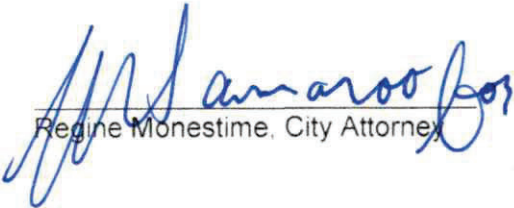
Jennifer Evelyn, City Clerk

By: 

Dr. James A. Poag, City Manager

Date: 5/4/24

Approved for legal sufficiency and form:


Regine Monestime, City Attorney

Attest:

MIAMI-DADE COUNTY, FLORIDA

Juan Fernandez-Barquin
Clerk of the Court and Comptroller

By: _____

Deputy Clerk

By: _____

Mayor Daniella Levine Cava or designee

Approved for legal sufficiency and form:

County Attorney

EXHIBIT A

FLORIDA CITY ANNEXATION AREA “J”

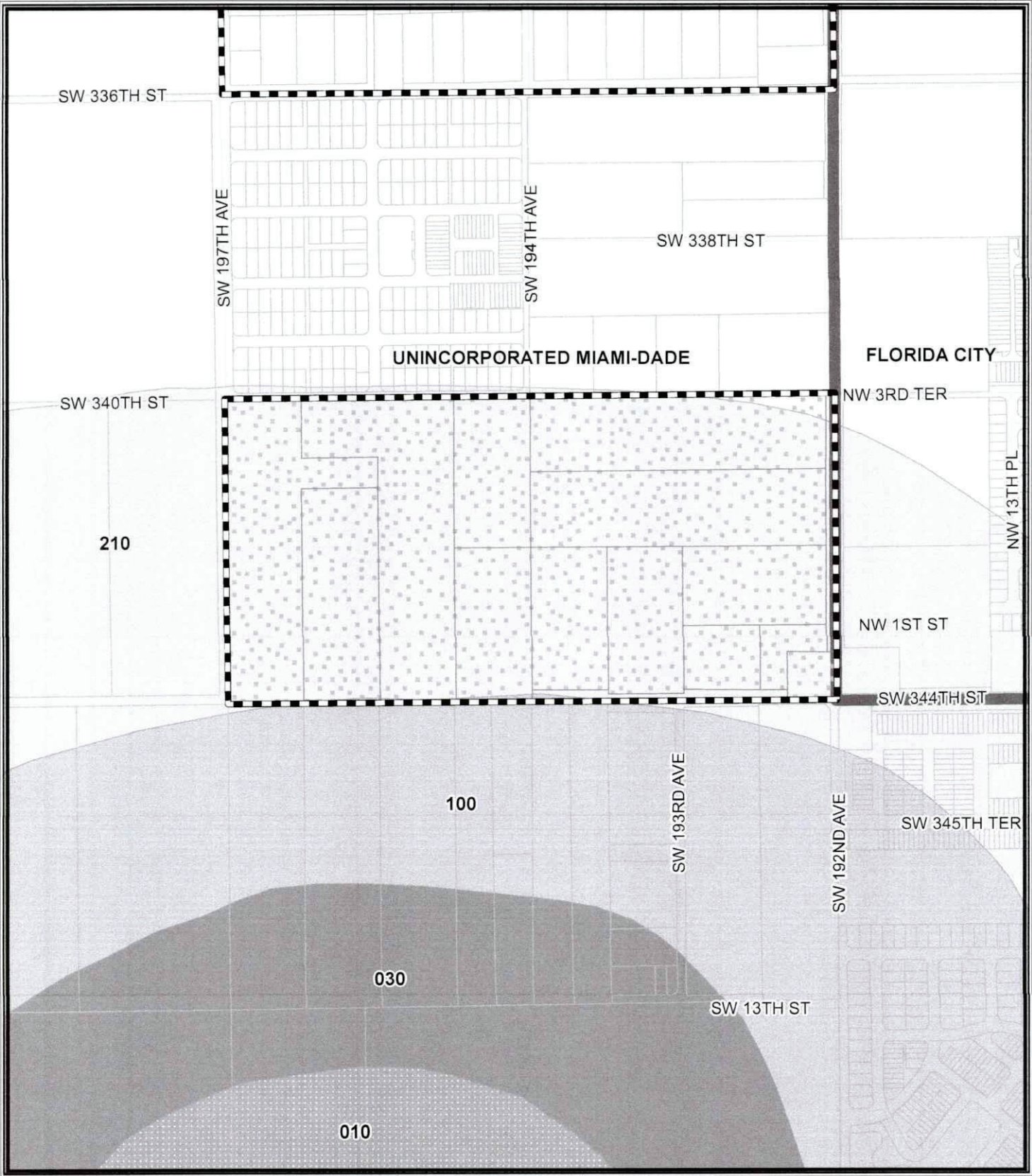
The West 1/2 of Section 23, Township 57 South, Range 38 East, in Miami-Dade County, Florida;

TOGETHER WITH

The East 1/2 of the Southeast 1/4 of Section 22, Township 57 South, Range 38 East, in Miami-Dade County, Florida.

EXHIBIT B

Designated Area or Facility of Countywide Significance



PROPERTY WITHIN THE FK WELLFIELD PROTECTION AREA

EXHIBIT B BOUNDARY OF DESIGNATED AREA OR FACILITY OF COUNTYWIDE SIGNIFICANCE

FLORIDA KEYS AQUEDUCT AUTHORITY (FK)

TRAVEL TIME

- 010
- 030
- 100
- 210

MUNICIPAL BOUNDARY

Source: Department of Regulatory and Economic Resources
January 2026

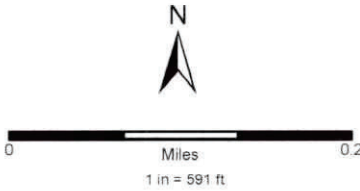
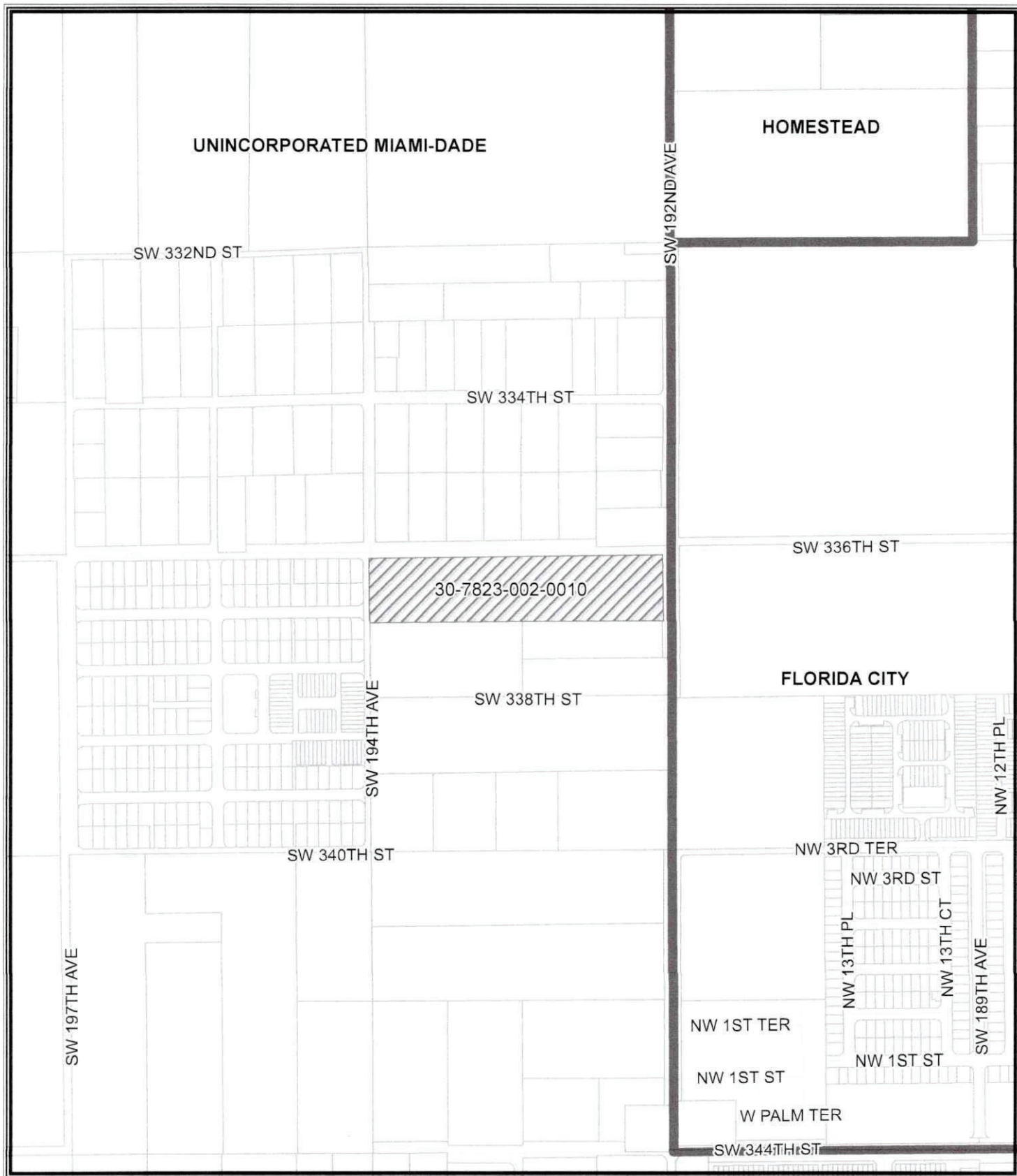


EXHIBIT C

Designated Area or Facility of Countywide Significance

30-7823-002-0010 Rock Pit #39 Preserve



ROCK PIT NO. 39 PRESERVE - DESIGNATED AREA OR FACILITY OF COUNTYWIDE SIGNIFICANCE

MUNICIPAL BOUNDARY

Source: Department of Regulatory and Economic Resources
January 2026



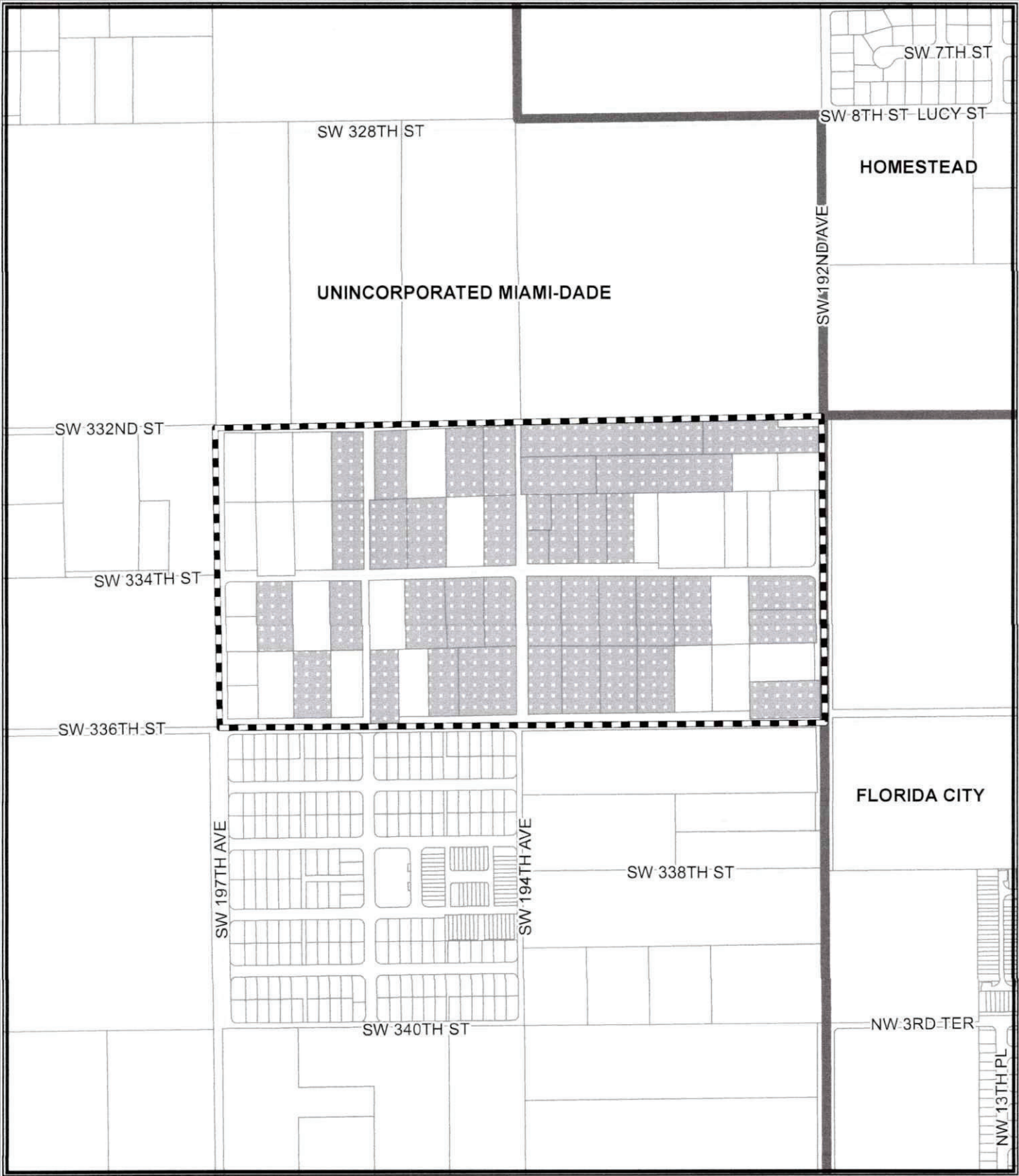
0 Miles 0.15

1 in = 591 ft

MDC025

EXHIBIT D

Designated Area or Facility of Countywide Significance



-  NATURAL FOREST COMMUNITY (NFC) DESIGNATED PROPERTY
-  EXHIBIT D BOUNDARY - DESIGNATED AREA OR FACILITY OF COUNTYWIDE SIGNIFICANCE
-  MUNICIPAL BOUNDARY

Source: Department of Regulatory and Economic Resources
January 2026



0 Miles 0.2
1 in = 591 ft