

MEMORANDUM

Agenda Item No. 11(A)(5)

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

DATE: December 6, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving an
Interlocal Agreement between
Miami-Dade County and the City
of Florida City in connection
with the proposed annexation of
the unincorporated area known as
Area I; directing the County
Mayor to execute the Interlocal
Agreement in substantially the
form attached and to exercise all
rights contained therein

Resolution No. R-1172-22

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



Geri Bonzon-Keenan
County Attorney

GBK/gh



MEMORANDUM

(Revised)

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

DATE: December 6, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(5)

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 *Daniella Leme-Cano* Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(5)
12-6-22

RESOLUTION NO. R-1172-22

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF FLORIDA CITY IN CONNECTION WITH THE PROPOSED ANNEXATION OF THE UNINCORPORATED AREA KNOWN AS AREA I; DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE INTERLOCAL AGREEMENT IN SUBSTANTIALLY THE FORM ATTACHED AND TO EXERCISE ALL RIGHTS CONTAINED THEREIN

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 April 16, 2020, the City of Florida City ("City") submitted an application for the annexation of the unincorporated area known as Area I (the "annexation area") adjacent to the City; and

WHEREAS, on October 5, 2021, the Board adopted Resolution No. R-903-21 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 A to Exhibit 1 (hereinafter, the "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 Interlocal Agreement; and

WHEREAS, on December 6, 2022, the Board adopted Ordinance No. 22-162 providing that this annexation shall not take effect unless and until the City executes the Interlocal Agreement and that the Interlocal Agreement must remain in effect; and

WHEREAS, on April 12, 2022, the City Commission adopted Resolution No. 22-23, a copy of which is attached hereto as Exhibit 1 (“City resolution”), approving the Interlocal Agreement, and the City has executed the Interlocal Agreement, attached hereto as Exhibit A to Exhibit 1; and

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

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.

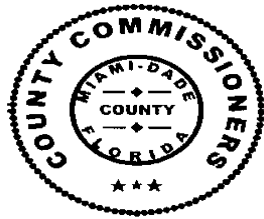
Section 2. Approves the Interlocal Agreement, attached hereto as Exhibit A to Exhibit 1, by and between the County and the City.

Section 3. Directs the County Mayor or County Mayor’s designee to execute the Interlocal Agreement in substantially the form attached and to exercise all rights contained therein.

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

Oliver G. Gilbert, III, Interim Chairman	aye		
Raquel A. Regalado, Interim Vice Chairwoman	absent		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Anthony Rodríguez	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of December, 2022. 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

HARVEY RUVIN, CLERK

Basia Pruna

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Abbie Schwaderer-Raurell
James Eddie Kirtley

RESOLUTION NO. 22-23

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FLORIDA CITY, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN MAIMI-DADE COUNTY AND THE CITY OF FLORIDA CITY RELATING TO THE ANNEXATION OF AREA "I" COMPRISING 10 ACRES; PROVIDING FOR TRANSMITTAL TO MIAMI-DADE COUNTY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission is charged, under State Law, the Miami-Dade County Charter and the Florida City Charter, with the regulation of development and protection of the City's health, safety and general welfare; and

WHEREAS, in April 2020 the City submitted an application to Miami-Dade County requesting approval of the annexation of Area I' consisting of 10 acres and lying at the southeast corner of SW 187th Avenue (Redland Road) and SW 7th Street;

WHEREAS, the City's application has received the approval of the County Planning Advisory Board and several Commission Committees, and preliminary approval of the Board of County Commissioners; and

WHEREAS, Miami-Dade County staff has prepared and sent to the City a proposed Interlocal Agreement, consisting of 11 pages and attached as Exhibit A, which contains the conditions and understandings relating to the annexation between Miami-Dade County and Florida City; and

WHEREAS, City staff has reviewed the Agreement and recommends approval; and

WHEREAS, the City Commission, after considering the staff report and public comments, finds that the subject Interlocal Agreement is in the best interest of the City of Florida City.

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

Section 1. The "whereas" clauses are hereby incorporated as true and correct, as the findings of fact and conclusions of law of the City Commission.

Section 2. The "Interlocal Agreement, attached as Exhibit A, between Miami-Dade County and the City of Florida City" relating to the of Annexation Area 'I' is hereby approved for execution by the Mayor.

Section 3. A certified copy of this Resolution will be transmitted to Miami-Dade County.

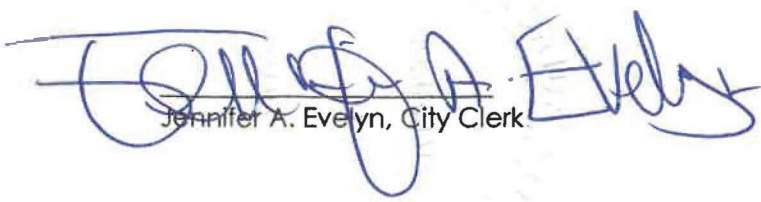
Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Mayor and City Commission of the City of Florida City, Florida this 12th day of April, 2022.

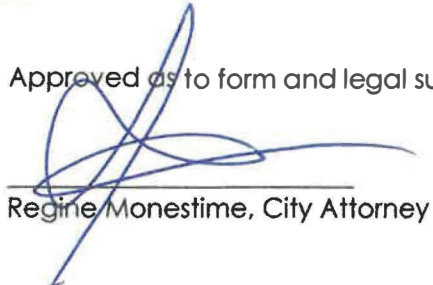

Otis T. Wallace, Mayor

RESOLUTION NO: 22-23

ATTEST:


Jennifer A. Evelyn, City Clerk

Approved as to form and legal sufficiency:


Regine Monestime, City Attorney

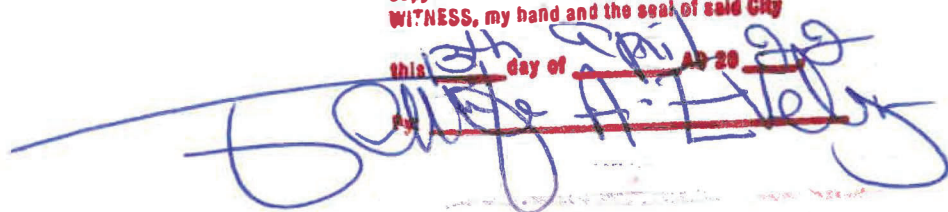
Offered by: Mayor

Motion to adopt by Comm. Gold seconded by Comm. Berry.

FINAL VOTE AT ADOPTION

Mayor Otis T. Wallace	<u>Y</u>
Vice Mayor Walter Thompson	<u>Y</u>
Commissioner Eugene D. Berry	<u>Y</u>
Commissioner Sharon Butler	<u>Y</u>
Commissioner James Gold	<u>Y</u>

STATE OF FLORIDA
COUNTY OF MIAMI-DADE
Jennifer A. Evelyn
City Clerk
I, _____
Of the City of Florida City, Florida do hereby certify
that the above and foregoing is a true and correct
copy of the original thereof on file in this office.
WITNESS, my hand and the seal of said City

this _____ day of _____, 2022


RESOLUTION NO: 22-23

EXHIBIT A

**Interlocal Agreement Between Miami-Dade County and the City of Florida City for
Annexation Area "I"**

(11 Pages)

Interlocal Agreement

Florida City Area "I" Annexation

This Interlocal Agreement (the "Agreement") is entered into this day of , 2022, 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 tract of land described in the accompanying ordinance, and in Exhibit A attached hereto and made a part hereof, which is known as Area I (the "Annexed Property"); and

WHEREAS, the City has made certain representations to the County in conjunction with, and as part of the consideration of, its annexation application for the Annexed Property, including but not limited to, a representation that it desires to, and will, remain in the Miami-Dade Fire Rescue District in perpetuity; and

WHEREAS, 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 municipal-type services once the annexation has been approved, and the County will retain certain 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. Debt Service. Obligations of the City.**

1. **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..
2. **Stormwater Utility Bond Debt Service.** The properties within the Annexed Property are unimproved and currently do not pay stormwater fees, therefore no payment for Stormwater debt service is required.

~~C.~~ **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 in the annexed area, and, 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.

D. Solid Waste Disposal. Pursuant to Section 20-8.4 of the County Code, 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 R-1198-95. In the event that the City contracts with a private waste hauler to collect residential waste within the Annexed Property, the private hauler will be obligated to pay the Disposal Facility Fee to the County in accordance with Section 15-25.2 of the County Code, and the City shall include this requirement in the contract with its private waste hauler.

E. Transfer of Public Roads

1. As the Effective Date (as such term is defined in Section N below), there are no public roads within the Annexed Property that will be transferred to the City by this Agreement. The County shall retain the jurisdiction, ownership, and control of the Exempt Roads (as such term is defined below), including but not limited to, all traffic engineering functions for the Exempt Roads and for all other matters referenced here in Section E. The City shall have no ownership, jurisdiction and control of the Exempt Roads. The Exempt Roads are listed below:

- SW 352nd Street (SW 7 Street) from SW
- 187th Avenue to SW 9th Avenue
- SW 187th Avenue along the west side of the Annexed Property

2. 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 remains with the County. In addition, the County shall retain control over all road closures.

F. 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 as the respective places for 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
Facsimile: (305) 375-4658

For the City:

Otis T. Wallace Mayor
404 West Palm Drive
Florida City, FL 33034
Telephone: (305) 274-8221

G. Department of Regulatory and Economic Resources.

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 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 purposes of this Agreement, a master permit is defined as the primary building permit issue 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 review, and the issuance of the applicable Certificate of Occupancy and/or Certificate of Completion.

2. Permit Records and Reports.

- a. Within thirty (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 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 G, 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 her designee and the City Mayor not later than sixty (60) days following the Effective Date.

7. 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.

H. Fire Rescue District

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

I. Public Safety

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

J. Library District

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

K. 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 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.

L. Invalidity 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 pursuant to a final, non-appealable order from a court of competent jurisdiction, the remaining provisions of this Agreement and the annexation may be declared invalid and of no further force and effect at the sole option of the County.

M. Existing Agreements

Any and all existing interlocal agreements between the County or any of its departments of 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.

N. 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.

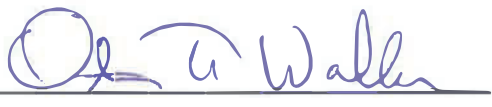
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
by their respective and duly authorized representatives.

Attest:

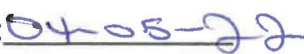
CITY OF FLORIDA CITY, FLORIDA

By: 

City Clerk

By: 

Otis T. Wallace, Mayor

Date: 

Approved for legal sufficiency and form:



City Attorney

Attest:

MIAMI-DADE COUNTY, FLORIDA

Harvey Ruvin, Clerk

By: _____

Deputy Clerk

By: _____

Mayor Daniella Levine Cava or designee

Approved for legal sufficiency and form:

County Attorney

MDC020

