

MEMORANDUM

Agenda Item No. 11(A)(2)

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

DATE: January 17, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving an interlocal agreement between Miami-Dade County and the Village of Virginia Gardens in connection with the proposed annexation of the unincorporated area known as the Virginia Gardens Annexation Area with approximate outer boundaries on the north by NW 36 Street, on the south by State Road 836, on the east by Miami International Airport/NW 55 Avenue, and on the west by State Road 826; waiving the provisions of Resolution No. R-606-22 with respect to requiring the Village to pay mitigation to the County; designating the entire annexation area as Areas or Facilities of Countywide Significance, pursuant to sections 20-8.6 and 20-28.1 of the Code; authorizing the County Mayor execute the agreement and to exercise all provisions contained therein

Resolution No. R-36-23

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Kevin Marino Cabrera.



Geri Bonzon-Keenan
County Attorney

GBK/ks

MDC001



MEMORANDUM

(Revised)

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

DATE: January 17, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(2)

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 _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(2)
1-17-23

RESOLUTION NO. R-36-23

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE VILLAGE OF VIRGINIA GARDENS IN CONNECTION WITH THE PROPOSED ANNEXATION OF THE UNINCORPORATED AREA KNOWN AS THE VIRGINIA GARDENS ANNEXATION AREA WITH APPROXIMATE OUTER BOUNDARIES ON THE NORTH BY NW 36 STREET, ON THE SOUTH BY STATE ROAD 836, ON THE EAST BY MIAMI INTERNATIONAL AIRPORT/NW 55 AVENUE, AND ON THE WEST BY STATE ROAD 826; WAIVING THE PROVISIONS OF RESOLUTION NO. R-606-22 WITH RESPECT TO REQUIRING THE VILLAGE TO PAY MITIGATION TO THE COUNTY; DESIGNATING THE ENTIRE ANNEXATION AREA AS 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 MAYOR’S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE ALL PROVISIONS 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 August 16, 2017, the Village of Virginia Gardens (“Village”) submitted an application for the annexation of the unincorporated area referred to in the Village’s application as the Virginia Gardens Annexation Area, contiguous to the Village; and

WHEREAS, on July 7, 2022, the Board adopted County Resolution No. R-606-22 directing the County Attorney to prepare the appropriate ordinance and interlocal agreement to effectuate the annexation request; and

WHEREAS, the County Mayor recommended that the Village be required to pay mitigation to the County in connection with this annexation, and because the Virginia Gardens Annexation is a Commercial Business Industrial District (CBI) area, mitigation would be required pursuant to section 20-28 of the Code; and

WHEREAS, this Board, however, does not wish to require mitigation, and Ordinance No. 23-3 therefore waives the provisions of section 20-28 of the Code which would require the Village to pay mitigation with respect to CBI areas, and also waives County Resolution No. R-606-22 with respect to requiring the Village to pay mitigation to the County in connection with this annexation, and for consistency, this Board also wishes to include the same waiver of Resolution No. R-606-22 in this resolution; and

WHEREAS, the Village has represented that it will enter into the interlocal agreement with the County in substantially the form attached to this resolution as Exhibit A (hereinafter, the “Interlocal Agreement”); and

WHEREAS, on October 27, 2022, the Village adopted Resolution No. 1020 (“City resolution”) approving the Interlocal Agreement, and the Village has executed 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 January 17, 2023, the Board adopted Ordinance No. 23-3 providing that this annexation shall not take effect unless and until the Village and the County execute the Interlocal Agreement and that the Interlocal Agreement must remain in effect; and

WHEREAS, this Board wishes to approve the Interlocal Agreement and authorize 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, previously, this Board designated certain portions of the annexation area as Areas or Facilities of Countywide Significance, and the County will continue to retain regulatory jurisdiction over those areas after the annexation; and

WHEREAS, in addition, pursuant to sections 20-8.6 and 20-28.1 of the Code, this Board wishes to designate the remaining portions of the annexation area as Areas or Facilities of Countywide Significance, such that the County will retain regulatory jurisdiction over the entire annexation area; and

WHEREAS, the areas and facilities within the entire annexation area 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 sections 20-8.6 and 20-28.1 of the Code, over the Areas or Facilities of Countywide Significance within the annexation area, even after the annexation of such areas into the Village,

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, in substantially the form attached hereto as Exhibit A, by and between the County and the Village.

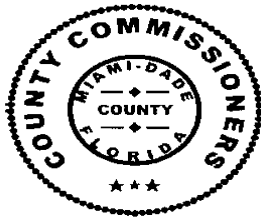
Section 3. Waives County Resolution No. R-606-22 with respect to requiring the Village to pay mitigation to the County in connection with this annexation.

Section 4. Designates the entire Virginia Gardens Annexation Area as Areas or Facilities of Countywide Significance pursuant to sections 20-8.6 and 20-28.1 of the Code.

The Prime Sponsor of the foregoing resolution is Commissioner Kevin Marino Cabrera. It was offered by Commissioner **Raquel Regalado**, who moved its adoption. The motion was seconded by Commissioner **Anthony Rodriguez** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 17th day of January, 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

LUIS G. MONTALDO, CLERK AD INTERIM

By: **Basia Pruna**

Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A blue ink signature, likely of the County Attorney, is written over a horizontal line.

Abbie Schwaderer-Raurell
James Eddie Kirtley
Monica Rizo Perez

Interlocal Agreement
Virginia Gardens Annexation

This Interlocal Agreement (the "Agreement") is entered into this 27 day of October 2022, by and between Miami-Dade County, Florida ("County") and the Village of Virginia Gardens ("Village"), 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 Village 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, as outlined in the attached map and which is more particularly legally described in Exhibit A attached hereto and made a part hereof (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 Village 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 Village make certain payments to the County related to stormwater debt service, and the Village's obligations related to solid waste collection and disposal, the Miami-Dade Fire Rescue District, and the Miami Dade Library District, and the Village 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 Village are made in conjunction with, and as part of the consideration of, the Village's annexation application for the Annexed Property; and

WHEREAS, all of these representations by the Village are material to the County's consideration of the Village'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 Village wish to enter into this Agreement; and

WHEREAS, pursuant to this Agreement, the Village 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 Village agrees to pay the County the remaining stormwater utility debt service payments for the Annexed Property calculated at \$132,510.19 per year through the end of calendar year 2029, pursuant to Section 20-8.5 of the County Code. The Village will begin the annual debt service payment immediately upon approval of the annexation. The Village agrees to make such payments on or before March 1st of each year.

D. [This section is left blank]

E. Stormwater Management.

The Village 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 Village agrees to reimburse the County for canal and drainage system maintenance activities which relate to the Village. 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 Village, and nothing in this Agreement shall be interpreted or deemed to convey to the Village any canal right-of-way, easement, reservation, or similar interests owned by Miami-Dade County.

F. Solid Waste Collection and 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 Village 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 Village 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 Village 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 Village 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 Village. 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 Village; 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 Village agrees to accept ownership, jurisdiction and control of the Road Segments

to the Village in accordance with the terms and conditions set forth herein. The Village 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 12th Street from SR 826 to Milam Dairy Airport Extension
NW 12th Street from NW 72nd Avenue to the Annexed Property boundary
NW 25th Street from SR 826 to NW 22nd Street
NW 67th Avenue from NW 36th Street to NW 22nd Street
NW 68th Avenue north of NW 22nd Street to NW 25th Street, including the
 NW 25th Street Viaduct on/off ramp
NW 25th Street Viaduct
NW 68th Avenue from NW 22nd Street to NW 16th Street
NW 16th Street from Milam Dairy Road to NW 67th 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 Village. 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 Village by this Agreement,

except those associated with traffic engineering. The Village 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 Village 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 Village shall be responsible and, as between the County and the Village, shall have tort liability for the Road Segments, including all operations and maintenance thereof. Except as otherwise provided herein, the Village 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 Village 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 Village, the County shall provide the Village 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 Village 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 Village, the County shall provide the Village with a list of completed roadway/sidewalk/stripping projects for the Road Segments and, if requested by the Village, 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 Village:

Village Mayor
6490 N.W. 38th Terrace
Virginia Gardens, FL 33166

Telephone: (305) 871-1120

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 consists entirely of 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 entire Annexed Property. Such regulatory jurisdiction to be retained by the County 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 Village from charging Village impact fees, to the extent permissible by law, provided that any such Village 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.

Permitting. No regulatory jurisdiction is being transferred to the Village for the Annexed Property, and as such, no provisions related to any transfer of building permits or building permit jurisdiction are included in this Agreement.

L. Restrictive Covenants.

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. Because no regulatory jurisdiction is being transferred to the Village for the Annexed Property, the Village shall not have any jurisdiction over such modifications or deletions of restrictive covenants.

M. Airport Zoning.

Some or all of the Annexed Property is located within land use compatibility restriction zones and the airspace review area for Miami International Airport, as defined and depicted in article XXXVII of chapter 33 of the Code of Miami-Dade County. Properties located within such areas are subject to certain height, noise, and land use restrictions and prohibitions, including a prohibition on educational facilities. These airport zoning regulations apply in both the unincorporated and incorporated areas of the County. Because no regulatory jurisdiction is being transferred to the Village for the Annexed Property, the Village shall have no zoning jurisdiction or other regulatory authority with respect to the Annexed Property, and the County shall continue to apply

and enforce such airport zoning regulations as if the Annexed Property remained part of the unincorporated area.

N. Fire Rescue District.

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

O. Library District.

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

P. Public Safety.

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

Q. Split parcels; Village's obligation to provide surveys.

The Annexed Property includes 25 parcels of property (the "split parcels") which are currently partially within the boundaries of the Annexed Property and partially within the boundaries of what will remain unincorporated area, and surveys are needed to determine the legal descriptions of the portions within the Annexed Property and of the portions remaining in the unincorporated area. The Village agrees to provide the County with such surveys, with respect to all of the property currently located within the split parcels, and such surveys shall be prepared to the satisfaction of the Miami-Dade County Property Appraiser. The Village agrees to provide such surveys, prepared to the satisfaction of the Miami-Dade County Property Appraiser, no later than 5 calendar days

after the Effective Date. The Village acknowledges that, if the Village does not provide such surveys, prepared to the satisfaction of the Miami-Dade County Property Appraiser, to the County within 5 calendar days after the Effective Date, a delay in some or all of the Annexed Property being placed on the tax rolls for the Village could result.

If the Village does not provide such surveys to the County, to the satisfaction of the Miami-Dade County Property Appraiser, within 5 calendar days after the Effective Date, the County may elect, in the County's sole discretion, to prepare such surveys. If the County elects to do so, the Village shall pay the County \$300.00 per hour for such work, to be billed upon completion of such surveys, and the Village shall pay such to the County within 30 days of the County sending such bill to the Village.

R. Representations by the Village and the County and Authority to Enter into Agreement.

The Village has represented that it will enter into this Agreement providing for, among other things, the Village 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.

S. 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 Village 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 Village 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.

T. 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.

U. 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.

V. 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.

W. Rights of Others.

Nothings 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.

X. 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 Village 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.

Y. 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 Village. 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:

VILLAGE OF VIRGINIA GARDENS,

FLORIDA

By:


Village Clerk

By:


Fred Spencer Deno IV,
Mayor

Date: 10-27-2022

Approved for legal sufficiency and form:


Village 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:

Assistant County Attorney

EXHIBIT A (COMPOSITE EXHIBIT)

CITY OF VIRGINIA GARDENS ANNEXATION LEGAL DESCRIPTION

Those portions of Sections 26, 35 and 36 Township 53 South, Range 40 East, and those portions of Section 31, Township 53 South, Range 41 East and those portions of Government Lot 2 and, lying between Township 53 South and Township 54 South, Range 40 East; Miami-Dade County, Florida being described as follows:

Commencing at the Northeast corner of said Section 26, thence Southerly along the Easterly line of said Section 26, for a distance of 1,524.92 feet to point of intersection with the centerline of NW 36 Street Extension - State Route No 948, (also labeled "Base Line of Survey") as shown and delineated on the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 87220 -2506 dated October 3, 1994 derived from the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 87673 -2301, recorded in Map Book 75, Page 80 of the Public Records of Miami-Dade County, Florida; the **POINT OF BEGINNING**. thence Westerly, along the centerline of NW 36 Street Extension - State Route No 948, (also labeled "Base Line of Survey") for the following five (5) courses and distances: (1) thence along the arc of said curve to the right with a radial bearing of S 18°56' 42" W, through a central angle of 01°56' 32", having a radius of 1,910.08 feet, for an arc distance of 64.75 feet to a point of tangency; (2) thence N 69°06' 47" W, for a distance of 1,485.99 feet to a point of curvature of a circular curve concave to the South, thence along the arc of said curve to the left, through a central angle of 21°32' 35", having a radius of 1,910.08 feet, for an arc distance of 718.18 feet; (4) thence S 89°20' 39" W, for a distance of 502.96 feet to the point of intersection with the centerline of NW 72 Avenue (Milam Road) also the North-South quarter line of Section 26, Township 53 South, Range 40 East, Miami-Dade County, Florida; (5) thence S 89°21' 44" W, continuing along said centerline, for a distance of 1,833.66 feet to a point; thence S 00°38' 16" E, leaving said centerline, for a distance of 120.00 feet to a point labeled "End Exist L.A. R/W" same point also labeled "End L.A." as shown and delineated on the STATE OF FLORIDA DEPARTMENT OF

TRANSPORTATION RIGHT OF WAY MAP SECTION 87260 -2518 dated October 31, 1989 derived from the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 87260 -101, recorded on Map Book 72, Page 61 of the Public Records of Miami-Dade County, Florida; thence with and along said limited access right of way line the following courses and distances: thence S 80°56' 15" W, for a distance of 136.47 feet; thence S 38°14' 43" W, for a distance of 797.72 feet; thence S 08°35' 49" W, for a distance of 279.51 feet; thence S 01°42' 29" E, for a distance of 778.89 feet to a point on the East- West Quarter line of Section 26, Township 53 South, Range 40 East, Miami-Dade County, Florida; thence S 01°31' 53" E, for a distance of 1,521.39 feet; thence S 04°23' 38" E, for a distance of 200.25 feet; thence S 01°31' 53" E, for a distance of 886.61 feet to a point on the North line of Section 35, Township 53 South, Range 40 East, Miami-Dade County, Florida and the centerline of NW 25 Street; thence Easterly, with and along the North Line of said Section 35, Township 53 South, Range 40 East, Miami-Dade County, Florida and the centerline of NW 25 Street, for a distance of 160.00 feet; thence continuing with and along said limited access right of way line for the following courses and distances: thence S 00°08' 36" E, for a distance of 100.00 feet; thence Westerly, for a distance of 154.21 feet; thence S 02°46' 28" W, for a distance of 1,016.01 feet; thence S 01°44 '21" E, for a distance of 1,526.77 feet to a point on the East-West Quarter Line of Section 35, Township 53 South, Range 40 East, Miami-Dade County, Florida; thence continuing with said limited right of way lines the following courses and distances: thence S 01°43' 06" E, for a distance 1,573.17 feet; thence S 06°43' 02" E, for a distance of 401.67 feet to a point lying 70 feet East of the West Section Line of said Section 35; thence S 02°34' 10" E, for a distance of 610.99 feet to a point lying 60 feet North of the North Line of Government Lot 2 also the Northern right of way of NW 12 Street; thence continuing S 02°34' 10" E, for a distance of 678.63 feet to a point on the centerline of SR-836 as shown and delineated in the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 87200-2503, recorded in Map Book 81, Page 14 of the Public Records of Miami-Dade County, Florida; thence with the centerline of said SR 836 the following courses and distance: S 76°45'26" E, for a distance of 1,159.32 feet to a point of curvature of a circular curve concave to the North, thence along the arc of said curve to the left , through a central angle of 40°57'13", having a radius of 2,864.79 feet, for an arc distance of

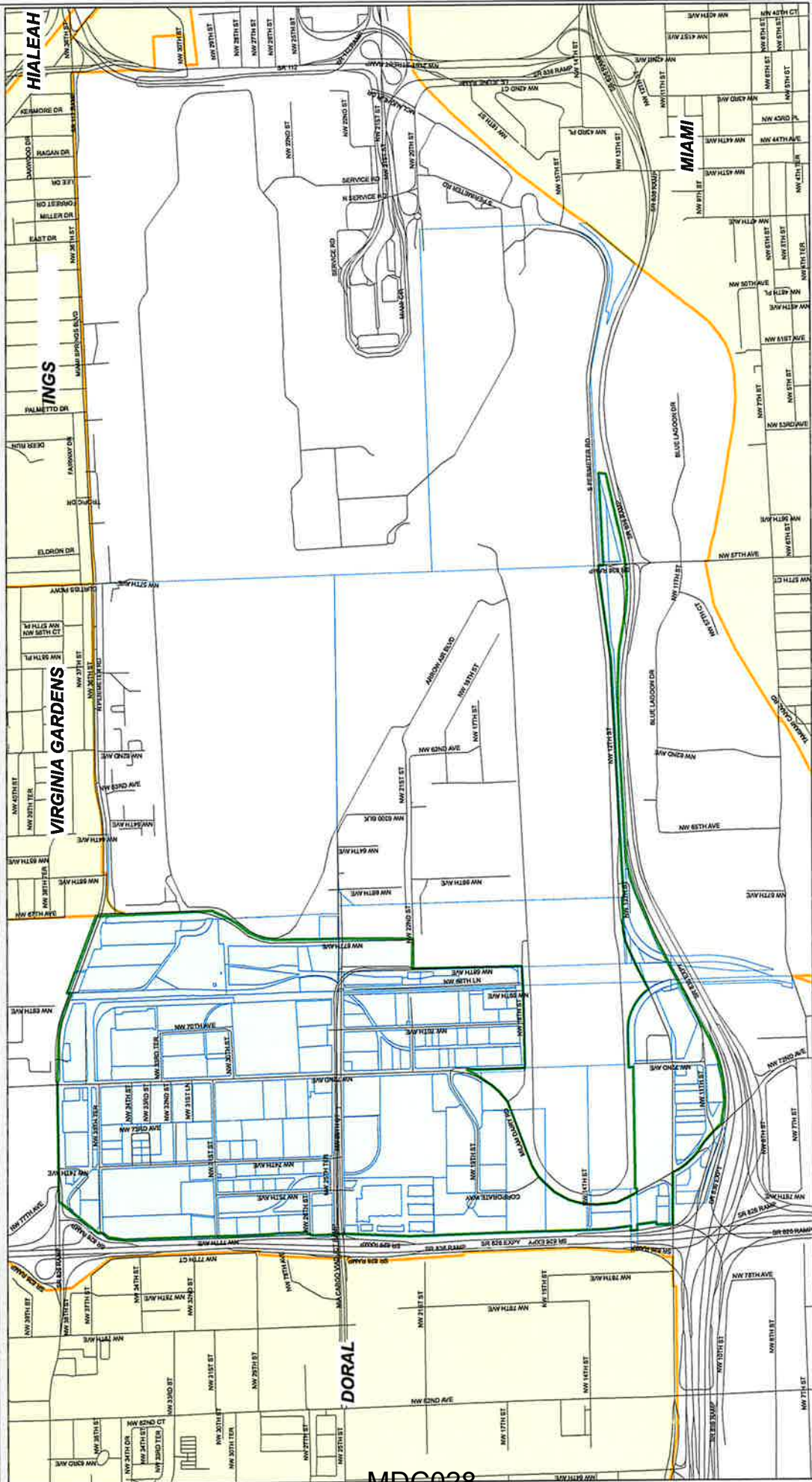
2,047.68 feet; thence N 62°17'21" E, for a distance of 2,015.63 feet to a point of curvature of a circular curve concave to the South, thence along the arc of said curve to the right, through a central angle of 25°04'49", having a radius of 2,864.79 feet, for an arc distance of 1,254.01 feet; thence N 87°22'10" E, for a distance of 1,939.94 feet to a point of curvature of a circular curve concave to the South, thence along the arc of said curve to the right, through a central angle of 11°19'06", having a radius of 5,729.58 feet, for an arc distance of 1,131.83 feet; thence S 81°18'44" E, for a distance of 421.82 feet to a point of curvature of a circular curve concave to the North, thence along the arc of said curve to the left, through a central angle of 21°46'39", having a radius of 3,274.04 feet, for an arc distance of 1,244.43 feet; thence N 76°54'37" E, for a distance of 1,036.04 to a point; thence N 13°05'23" W, leaving said SR 836 centerline, for a distance of 250.59 feet to a point on the North line of Tract 1 as shown and delineated on FOURTH REVISED AND AMENDED PLAT OF SEMROCSA, recorded on Plat Book 50, Page 77 of the Public Records of Miami-Dade County, Florida; thence N 02°40'11" W, perpendicular to said North line, for a distance of 53.00 feet to a point on the North right of way line of the CSX railroad; thence Westerly along said North right of way line the following courses and distances: thence S 87°19' 49" W, for a distance of 1,382.45 feet to a point of curvature of a circular curve concave to the South, thence along the arc of said curve to the left, through a central angle of 03°46' 00" having a radius of 1,935.08 feet, for an arc distance of 127.21 feet; thence S 83°33'49" W, for a distance of 1,332.08 feet to a point of curvature of a circular curve concave to the North, thence along the arc of said curve to the right, through a central angle of 03°27'21", having a radius of 1,910.08 feet, for an arc distance of 115.21 feet; thence S 87°01'09" W, for a distance of 3,679.31 feet a point on the Easterly line of Section 35, Township 53 South, Range 40 East, Miami-Dade County, Florida, thence S 87°01'09" W, for a distance of 198.56 feet; thence N 87°05'36" W, for a distance of 106.69 feet to a point of curvature of a non-tangent circular curve which radius point bears N 06°37'09" W, thence along the arc of said curve to the right, through a central angle of 09°01'25", having a radius of 739.49 feet, for an arc distance of 116.46 feet; thence S 86°59'28" W, for a distance of 18.01 feet to a point of intersection with the centerline of NW 12 Street; Thence S 67°49'50" W, with said centerline, for a distance of 1,942.53 feet to its point of intersection with the South line of Section 35 Township 53 South, Range 40 East, Miami-Dade County, Florida; thence S 89°49' 48"

W, along the centerline of NW 12 Street and the Southerly lines of the of Section 35, Township 53 South, Range 40 East, Miami-Dade County, Florida for a distance of 2,065.90 feet to a point of intersection with the Southerly extension of the Easterly right of way of Milam Dairy Road as shown and delineated on MILAM DAIRY ROAD REALIGNMENT, DADE COUNTY PUBLIC WORKS DEPARMENT RIGHT OF WAY MAP, recorded on Map Book 112, Page 58 of the Public Records of Miami-Dade County, Florida; thence N 28°11' 20" W, along said Southerly extension line and the Easterly right of way of Milam Dairy Road, for a distance of 772.38 feet to a point of curvature of a circular curve concave to the Northeast, thence along the arc of said curve to the right, through a central angle of 101°27' 04" having a radius of 1,095.92 feet, for an arc distance of 1,940.50 feet; thence N 73°15' 44" E, for a distance of 577.62 feet to a point of curvature of a circular curve concave to Northwest, thence along the arc of said curve to the left, through a central angle of 44°55' 15" having a radius of 1,195.92 feet, for an arc distance of 937.62 feet to the point of intersection with the West right of way line of NW 72 Avenue; thence S 01°38'48" E, along said West right of way line, for a distance of 346.33 feet to a point on the North line of the SW 1/4 of Section 35, Township 53 South, Range 40 East, Miami-Dade County, Florida; thence S 01°38'30" E, continuing along the west right of way line of said NW 72 Avenue, for a distance of 266.61 feet to the point of intersection with Westerly extension of the South line of Block 4 as shown and delineated on MIAMI AIRPORT INDUSTRIAL PARK, recorded on Plat Book 84, Page 4 of the Public Records of Miami-Dade County, Florida; thence N 87°00'43" E, with said extension line, the North line of NW 20 Street and being also the Southerly line of MIAMI AIRPORT INDUSTRIAL PARK and the Southerly line of Block 1 as shown and delineated in FIRST ADDITION OF COMMERCE PARK, recorded on Plat Book 99, Page 45, across the Canal and along the South line of that property described in ORB 30679, Page 3892, and it's Easterly extension, all part of the Public Records of Miami-Dade County, Florida, for a distance of 1,703.15 feet thence N 01°44'24" W, for a distance of 1,603.25 feet; thence N 89°51'25" E, for a distance of 466.35 feet; thence N 01°44'24" W, for a distance of 1,220.93 feet to a point on the South line of Section 26, Township 53 South, Range 40 East, Miami-Dade County, Florida; thence N 01°44'36" W, for a distance of 1,041.57 feet; to a point of a non-tangent circular curve, which radius point bears S 89°31'03" E, thence along the arc of said curve to the right, through a central angle of 37°37'50", having a radius of

686.56 feet, for an arc distance of 450.92 feet; thence N 38°06'47" E, for a distance of 196.03 feet to a point of curvature of a circular curve concave to the Northwest, thence along the arc of said curve to the left, through a central angle of 25°37'06", having a radius of 1,167.34 feet, for an arc distance of 521.95 feet; thence N 01°44'36" W, for a distance of 566.34 feet to a point, thence N 01°44'15" W, for a distance of 1,121.33 feet to the **POINT OF BEGINNING.**

EXHIBIT A

Virginia Gardens Proposed Annexation



Legend
 Periods
 Virginia Gardens Annexation Area (Extra Area to Remain Under County Regulatory Jurisdiction)

Map prepared by: Planning Department
 Date: 10/1/2010