

**OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

MEMORANDUM

Amended
Agenda Item No. 11(A)(1)

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 Town of Medley in connection with the proposed annexation of the unincorporated area known as the Medley section 9, section 14, section 15, and section 31 Annexation Area, with approximate outer boundaries for section 9 on the north by NW 90 Street, on the south by NW 74 Street, on the east by NW 87 Avenue, and on the west by NW 97 Avenue; for section 14 on the north by NW 74 Street, on the south by State Road 934, on the east by NW 72 Avenue, and on the west by State Road 826 extension; for section 15 on the north by NW 74 Street, on the south by NW 64 Street, on the east by State Road 826 extension, and on the west by NW 87 Avenue; and for section 31 on the north by NW 122 Street, on the south by NW 106 Street, on the east by the Florida Turnpike, and on the west by NW 107 Avenue; waiving the provisions of Resolution No. R-623-22 to the extent it would require the Town to pay mitigation to the County for a longer period of time than required herein; 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 agreement and to exercise all provisions contained therein

Resolution No. R-35-23

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



Geri Bonzon-Keenan
County Attorney

GBK/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: Amended
Agenda Item No. 11(A)(1)

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 _____

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

RESOLUTION NO. **R-35-23**

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF MEDLEY IN CONNECTION WITH THE PROPOSED ANNEXATION OF THE UNINCORPORATED AREA KNOWN AS THE MEDLEY SECTION 9, SECTION 14, SECTION 15, AND SECTION 31 ANNEXATION AREA, WITH APPROXIMATE OUTER BOUNDARIES FOR SECTION 9 ON THE NORTH BY NW 90 STREET, ON THE SOUTH BY NW 74 STREET, ON THE EAST BY NW 87 AVENUE, AND ON THE WEST BY NW 97 AVENUE; FOR SECTION 14 ON THE NORTH BY NW 74 STREET, ON THE SOUTH BY STATE ROAD 934, ON THE EAST BY NW 72 AVENUE, AND ON THE WEST BY STATE ROAD 826 EXTENSION; FOR SECTION 15 ON THE NORTH BY NW 74 STREET, ON THE SOUTH BY NW 64 STREET, ON THE EAST BY STATE ROAD 826 EXTENSION, AND ON THE WEST BY NW 87 AVENUE; AND FOR SECTION 31 ON THE NORTH BY NW 122 STREET, ON THE SOUTH BY NW 106 STREET, ON THE EAST BY THE FLORIDA TURNPIKE, AND ON THE WEST BY NW 107 AVENUE; WAIVING THE PROVISIONS OF RESOLUTION NO. R-623-22 TO THE EXTENT IT WOULD REQUIRE THE TOWN TO PAY MITIGATION TO THE COUNTY FOR A LONGER PERIOD OF TIME THAN REQUIRED HEREIN; 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 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 March 3, 2017, the Town of Medley ("Town") submitted an application for the annexation of the unincorporated area referred to in the Town's application as the Medley section 9, section 14, section 15, and section 31 Annexation Area, contiguous to the Town; and

WHEREAS, on July 7, 2022, the Board adopted County Resolution No. R-623-22 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 Town of Medley be required to pay mitigation to the County for a period of seven years in connection with this annexation, and this recommendation was incorporated into County Resolution No. R-623-22; and

WHEREAS, Ordinance No. 23-3 requires the Town of Medley to pay mitigation to the County for a period of four years and waives County Resolution No. R-623-22 to the extent it would require the Town of Medley to pay mitigation to the County in connection with this annexation for a longer period of time than required herein, and for consistency, the Board also wishes to include the same waiver in this resolution; and

WHEREAS, on October 25, 2022, the Town adopted Resolution No. C-2048 (“Town resolution”) approving the Interlocal Agreement attached as Exhibit A (hereinafter, the “Interlocal Agreement”); and

WHEREAS, the Town has represented that it will enter into a revised Interlocal Agreement with the County in substantially the form attached to this resolution as Exhibit A, and that includes the additional provisions required by section 2 of this resolution; 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, as well as the additional provisions required by section 2 of this resolution; 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 Town and the County have executed the Interlocal Agreement, with the additional provisions required by section 10 of the ordinance and by section 2 of this resolution, and that the Interlocal Agreement must remain in effect; and

WHEREAS, this Board wishes to approve the Interlocal Agreement, provided that the additions required by section 2 of this resolution have been made and that the Town has approved and executed the revised Interlocal Agreement, and authorize the County Mayor or County 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 some of the areas shown on the map attached as Exhibit B 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 following as Areas and Facilities of Countywide Significance: (1) all of the areas shown as Areas or Facilities of Countywide Significance on the map attached as Exhibit B; (2) the Miami-Dade County Water and Sewer Department (“WASD”) facilities located at 7300 NW 74th Street, currently identified as Folio No. 30-3014-010-0520; and (3) the WASD facilities located at 7301 NW 70th Street, currently identified as Folio No. 30-3014-010-0510; 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 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 Town,

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 Town, with the following additional provisions related to mitigation payments included:

The Town shall mitigate the revenue loss to UMSA for the Annexed Property, which is \$517,243.00 per year, adjusted for inflation as provided below. As such, the Town agrees to pay four mitigation payments to the County of \$517,243.00 annually for a period of four years to the County's Municipal Services Trust Fund (MSTF), and the annual payment due shall be adjusted for inflation based on the Consumer Price Index for the Miami-Ft. Lauderdale-West Palm area for the previous calendar year. The payment obligations to the County will be made from the Town's non-ad valorem revenues. The Town agrees to make four such annual mitigation payments on or before April 1st of each year, beginning in the year 2024, for a period of four years. If payment is not received in full by April 1st, the Town shall pay an amount equal to 5 percent of the amount of the mitigation payment outstanding as a penalty, and the Town shall pay interest on the amount of unpaid mitigation equal to 1 percent for each month the payment is outstanding.

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

In addition, the following supporting whereas clauses shall be added to the Interlocal Agreement:

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

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

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

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

WHEREAS, the Town hereby represents to the County that it affirms and agrees with the terms of this Agreement related to mitigation; and

Section 3. Waives County Resolution No. R-623-22 to the extent that it would require the Town of Medley to pay mitigation to the County in connection with this annexation for a longer period of time than required in section 2 above.

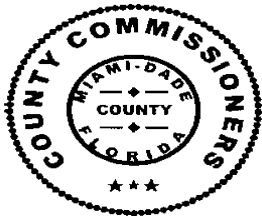
Section 4. Designates the following as Areas and Facilities of Countywide Significance pursuant to sections 20-8.6 and 20-28.1 of the Code: (1) all of the areas shown as Areas or Facilities of Countywide Significance on the map attached as Exhibit B; (2) the Miami-Dade County Water and Sewer Department (“WASD”) facilities located at 7300 NW 74th Street, currently identified as Folio No. 30-3014-010-0520; and (3) the WASD facilities located at 7301 NW 70th Street, currently identified as Folio No. 30-3014-010-0510. The County shall retain regulatory jurisdiction over all such Areas and Facilities of Countywide Significance.

Section 5. The County Mayor or County Mayor’s designee is authorized to execute the Interlocal Agreement in substantially the form attached, provided that the additions required by section 2 of this resolution have been made, the Town has executed the revised Interlocal Agreement, and the Board of County Commissioners has approved Ordinance No. 23-3, which is the corresponding ordinance for this annexation.

The Prime Sponsor of the foregoing resolution is Commissioner Juan Carlos Bermudez. It was offered by Commissioner **Juan Carlos Bermudez**, who moved its adoption. The motion was seconded by Commissioner **Raquel A. Regalado** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	nay		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	absent	Sen. René García	aye
Roberto J. Gonzalez	nay	Keon Hardemon	aye
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

Basia Pruna

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in dark ink, appearing to be "ASC", is written over a horizontal line.

Abbie Schwaderer-Raurell
James Eddie Kirtley
Monica Rizo Perez

EXHIBIT A TO RESOLUTION

Interlocal Agreement

Town of Medley Sections 9, 14, 15 and 31 Annexation

This Interlocal Agreement (the "Agreement") is entered into this ____ day of _____, 20____, by and between Miami-Dade County, Florida ("County") and the Town of Medley ("Town"), 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 Town 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 are also referred to as the Sections 9,14, 15 and 31 Annexation Area (the "Annexed Property"), and in the event of any inconsistency between the boundaries of the annexation area as described in Exhibit A and the legal description in the ordinance, the boundaries of the annexation area as described by the legal description in the accompanying ordinance shall prevail; and

WHEREAS, the Town 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 Town make certain payments to the County related to stormwater debt service, and the Town's obligations related to solid waste collection and disposal, the Miami-Dade Fire Rescue District, and the Miami Dade Library District, and the Town 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 Town are made in conjunction with, and as part of the consideration of, the Town's annexation application for the Annexed Property; and

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

WHEREAS, pursuant to this Agreement, the Town 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 Town agrees to pay the County the remaining stormwater utility debt service payments for the Annexed Property calculated at \$86,757.86 per year through the end of year calendar 2029, pursuant to Section 20-8.5 of the County Code. The Town will begin the annual debt service payment immediately upon approval of the annexation. The Town agrees to make such payments on or before March 1st of each year.

D. [This section is left blank]

E. Stormwater Management.

The Town 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 Town agrees to reimburse the County for canal and drainage system maintenance activities which relate to the Town. 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 Town, and nothing in this Agreement shall be interpreted or deemed to convey to the Town 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 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 Town 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 Town 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 Town 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 Town 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 Town. 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 Town; 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 Town agrees to accept ownership, jurisdiction and control of the Road Segments to the Town in accordance with the terms and conditions set forth herein.

The Town 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:

Section 9

NW 97th Avenue from NW 74th Street to NW 90th Street;
NW 87th Avenue from NW 74th Street to NW 90th Street;
NW 74th Street from NW 97th Avenue to NW 87th Avenue;

Section 14

NW 74th Avenue from SR 934 to NW 74th Street;
NW 74th Street from NW 74th Avenue to NW 72nd Avenue;

Section 15

NW 87th Avenue from NW 61st Street to NW 74th Street;
NW 74th Street from NW 87th Avenue to NW 84th Avenue;

Section 31

NW 107th Avenue from NW 106th Street to NW 122nd Street; and
NW 106th Street from NW 112th Avenue to NW 107th Avenue.

3. The right and responsibility of all traffic engineering matters to regulate traffic and determine appropriate measures and install, maintain, modify or remove traffic control devices such as traffic signals, signs, and pavement markings, roundabouts or other traffic-calming devices within the Annexed Property, including but not limited to the Road Segments, remains with the County. In addition, the County shall retain control over all road closures. Nothing herein diminishes the County's jurisdiction over all traffic engineering matters within the County, including within municipalities, except for State road rights-of-way. The County has the authority to set

the hours and days that construction by any County department or agency shall take place in, or on, any public street, with prior written notice to the Town. 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 Town by this Agreement, except those associated with traffic engineering. The Town 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 Town 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 Town shall be responsible and, as between the County and the Town, shall have tort liability for the Road Segments, including all operations and maintenance thereof. Except as otherwise provided herein, the Town 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 Town 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 Town, the County shall provide the Town 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 Town 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 Town, the County shall provide the Town with a list of completed roadway/sidewalk/stripping projects for the Road Segments and, if requested by the Town, 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 Town:

Town Mayor
7777 NW 72nd Avenue
Medley, FL 33166
Telephone: (305) 887-9541

I. Areas and Facilities of Countywide Significance.

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

1. The areas shown on the map attached as Exhibit B as Areas or Facilities of Countywide Significance; and
2. Water and Sewer (WASD) facilities:

- a. 7300 NW 74th Street (currently identified as Folio No. 30-3014-010-0520);
- b. 7301 NW 70th Street (currently identified as Folio No. 30-3014-010-0510); and

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

J. Impact Fees.

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

K. Department of Regulatory and Economic Resources.

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

1. Permitting

The Miami-Dade Department of Regulatory and Economic Resources, hereinafter "RER", shall process and issue building permits for all applications received prior to the effective date of the annexation, for new construction, alterations, repairs or demolitions on real property within the boundaries of the Annexed Property. RER shall process and issue all subsidiary building permits associated with a master permit issued or applied for prior to the effective date of the annexation as provided for above to ensure completion of a project. For the purpose of this Agreement, a

master permit is defined as the primary building permit issued by the Building Official which enables the permit holder to commence construction, alteration, repair, installation or demolition work. A subsidiary permit is any ancillary permit required under the Building Code to complete a project commenced under a master building permit as determined by the Building Official. A subsidiary permit may be in the same or a different trade as the master permit. RER's services contemplated by this paragraph shall include the performance of all required inspections, plan reviews, and the issuance of the applicable Certificate of Occupancy and/or Certificate of Completion.

2. Permit Records and Reports.

- a. Within sixty(60) days after the Effective Date, RER shall deliver to the Town 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 Town 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 Town

assuming building services. RER shall retain all building permit fees for any required subsidiary permits issued by the RER pursuant to the provisions of the initial paragraph of this section, regardless of the date of issue.

4. Expired Permits

RER shall provide a report, within sixty (60) days of the Effective Date, to the Town listing any building permit for work within the boundaries of the Annexed Property that expired prior to the Town'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 Town 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 Town at the cost specified for the reproduction of documents contained in RER's fee schedule. After the Effective Date, the Town shall be responsible for enforcement actions relating to any expired building permit reported to the Town by the Construction Permitting and Building Code Division. It is in the complete and sole discretion of the Town 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 Town as the Town's Building Official in accordance with any applicable building codes and Chapter 468, Florida Statutes until the Town assumes responsibility on the Effective Date. The Town will assume responsibility for processing any permit applications submitted on or after the Effective Date, with the exception of certain subsidiary permits, as discussed in paragraph 1 of this section K, performing inspections on any permits issued by the Town 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 Town 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 Town 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 Town. The Town 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 Town, 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 Town.

Notwithstanding the transition of powers and duties provided for in this Agreement, the Building Official for Miami-Dade County and for the Town 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 Town. Such agreement shall contain a specific identification of cases to be completed by the County, shall provide for the allocation of fees and costs relating to those cases, and shall be executed by the County Mayor or the County Mayor's designee and the Town Mayor or his designee not later than sixty (60) days following the Effective Date.

L. Restrictive Covenants.

Pursuant to Section 20-8.8 of the County Code, Miami-Dade County shall retain jurisdiction over the modification or deletion of declarations of restrictive covenants accepted by either the Board of County Commissioners or a Miami-Dade County Community Zoning Appeals Board in connection with a Comprehensive Development Master Plan application or zoning application, regardless of whether such declaration provides for modification or deletion by a successor governmental body.

It is provided, however, that the Board of County Commissioners may not exercise such jurisdiction unless the Town has first approved the modification or deletion. This provision, however, shall not apply to those properties over which the County is retaining regulatory jurisdiction.

M. Fire Rescue District.

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

N. Library District.

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

O. Public Safety

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

P. Split parcels; Town's obligation to provide surveys

The Annexed Property may include parcels of property ("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 Town 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 Town 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 Town acknowledges that, if the Town 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 Town could result.

If the Town 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 Town shall pay the County \$300.00 per hour for such work, to be billed upon completion of such surveys, and the Town shall pay such to the County within 30 days of the County sending such bill to the Town.

Q. Representations by the Town and the County and Authority to Enter into Agreement.

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

R. 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 Town 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 Town 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.

S. 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.

T. 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.

U. 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.

V. 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.

W. 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 Town 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.

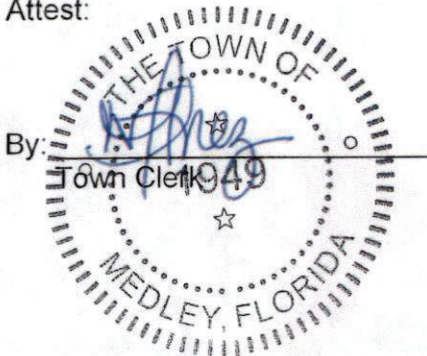
X. Effective Date and Term.

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 Town. 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:



By:

Town Clerk

TOWN OF MEDLEY, FLORIDA

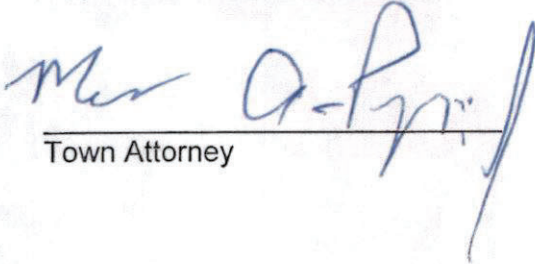
By:

Roberto Martell,
Mayor

Date:

10/25/22

Approved for legal sufficiency and form:


Town Attorney

Attest:

Harvey Ruvin, Clerk

MIAMI-DADE COUNTY, FLORIDA

By:

Deputy Clerk

By:

Mayor Daniella Levine Cava or designee

Approved for legal sufficiency and form:

Assistant County Attorney

EXHIBIT A
(Page 1 of 3)

LEGAL DESCRIPTION
of Town of Medley Sections 9, 14, 15, 31 Annexation Area

All of Section 31, Township 52 South Range 40 East, as situated within Miami-Dade County, Florida.
Containing approximately 639 acres more or less.

TOGETHER WITH:

All of Section 9, Township 53 South, Range 40 East, of Miami-Dade County, Florida, LESS the North 230.80 feet thereof, and LESS Tracts 46, 47, and 57 all of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the plat thereof as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, (said North 230.80 feet, along with Tracts 46, 47 and 57 being already within the municipal boundary of the Town of Medley).
Containing approximately 583 acres more or less.

TOGETHER WITH:

A portion of Sections 11, and 14, Township 53 South, Range 40 East, of Miami-Dade County, Florida, being more particularly described as follows:

A parcel of land being a portion of Tracts 63, 64, 65, and 66, AMENDED PLAT OF SECTION 14, TOWNSHIP 53 SOUTH, RANGE 40 EAST, according to the plat thereof as recorded in Plat Book 8, Page 16, of the Public Records of Miami-Dade County, Florida and all of Tract "A", ANIMAL GENERAL HOSPITAL, according to the plat thereof as recorded in Plat Book 95, Page 15, of the Public Records of Miami-Dade County, Florida; said parcel being bounded on the North by the North right of way line of N.W. 74th Street, as shown on Florida Department of Transportation Right-of-Way Map for State Road 934 (Hialeah Expressway) Section 87080-2515; bounded on the East by the centerline of right-of-way of N.W. 72nd Avenue; bounded on the South by the North Limited Access Right-of-Way line of State Road 934 (Hialeah Expressway), as shown on said Right-of-Way Map for State Road 934; and bounded on the West by the point of intersection of the North Limited Access Right-of-Way line of State Road 934 (Hialeah Expressway) and the Westerly extension of the North Right-of-Way line of N.W. 74th Street.
Containing approximately 6.88 acres more or less.

TOGETHER WITH:

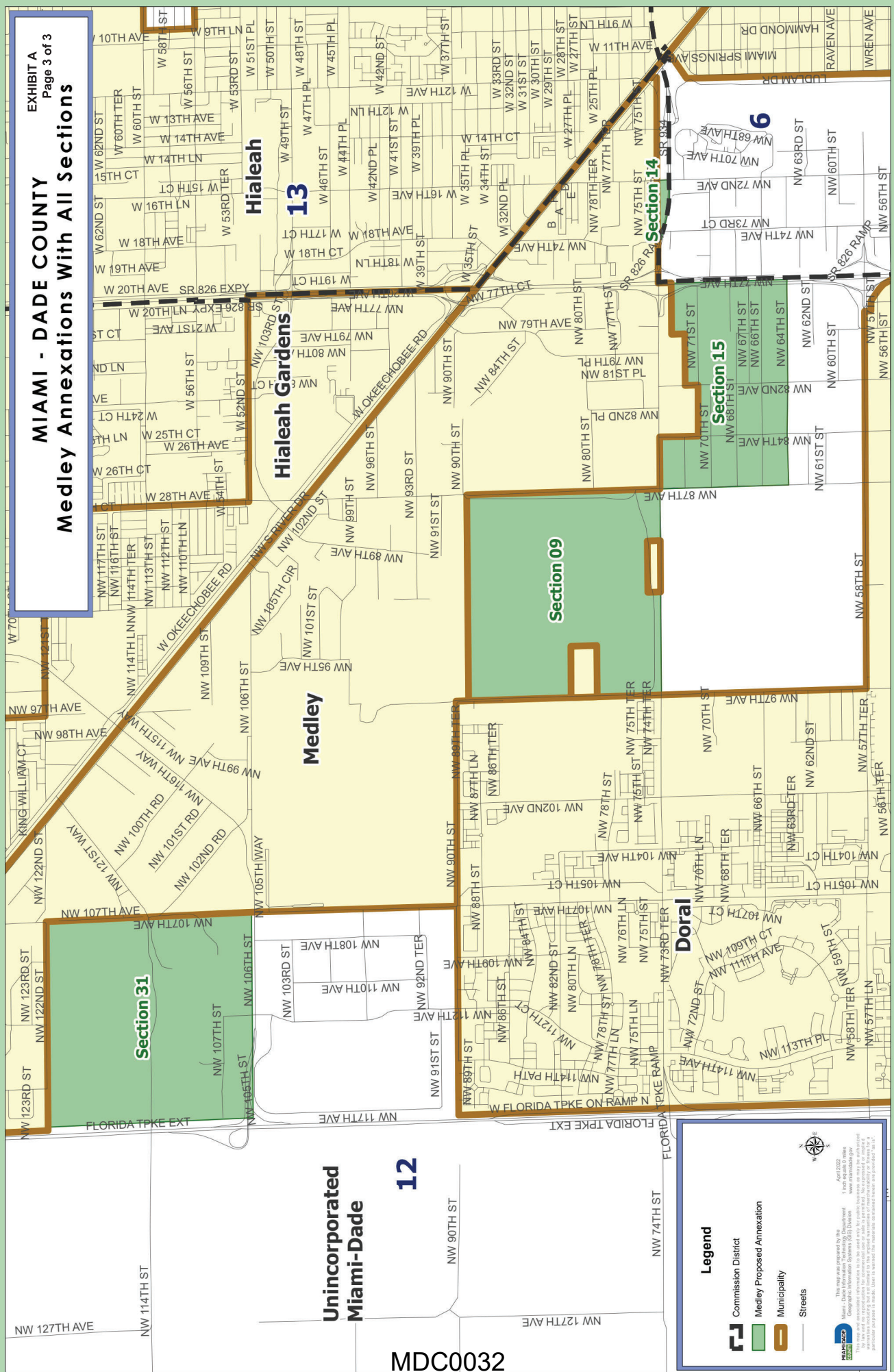
A parcel of land being a portion of Section 15, Township 53 South, Range 40 East, of Miami-Dade County, Florida, said parcel being more particularly described as follows:

BEGIN at the NW corner of said Section 15, also being a point of intersection of the centerline of NW 87th Avenue and the centerline of NW 74th Street; thence Easterly along the North line of said Section 15, and the centerline of NW 74th Street to the point of intersection with the centerline of

NW 84th Avenue; thence Southerly along the said centerline of NW 84th Avenue to the point of intersection with the westerly extension of the centerline of NW 71th Street; thence Easterly along the said westerly extension of the centerline of NW 71th Street to the point of intersection with the centerline of NW 82nd Avenue; thence Northerly along the said centerline of NW 82nd Avenue and its northerly projection thereof to the point of intersection with the easterly extension of the centerline of NW 72nd Street; thence Easterly along the said easterly extension of the centerline of NW 72nd Street to the point of intersection with the Northerly extension of the centerline of NW 79th Avenue; thence Northerly along the said Northerly extension of the centerline of NW 79th Avenue to the point of intersection with the Westerly extension of the centerline NW 73rd Street; thence Easterly along the Westerly extension of the centerline of NW 73rd Street to the point of intersection with the West Limited Access right-of-way line of Palmetto Expressway (State Road 826) as depicted on Right-of-Way Monumentation Map for State Road 826 Section 87260-2518, recorded in Road Plat Book 152, at Page 67 of the Public Records of Miami-Dade County, Florida; thence Southerly along the said Westerly Limited Access right-of-way line of State Road 826 to the point of intersection with the centerline of NW 64th Street; thence Westerly along the said centerline of NW 64th Street, and the municipal boundary of the City of Doral, to the point of intersection with the West line of said Section 15, also being the centerline of NW 87th Avenue; thence Northerly along the said centerline of NW 87th Avenue, and the municipal boundary of the City of Doral, to the POINT OF BEGINNING.
Containing approximately 332.70 acres more or less.

Said lands situated within Miami-Dade County, Florida and containing a total of 1,561.58 acres more or less.

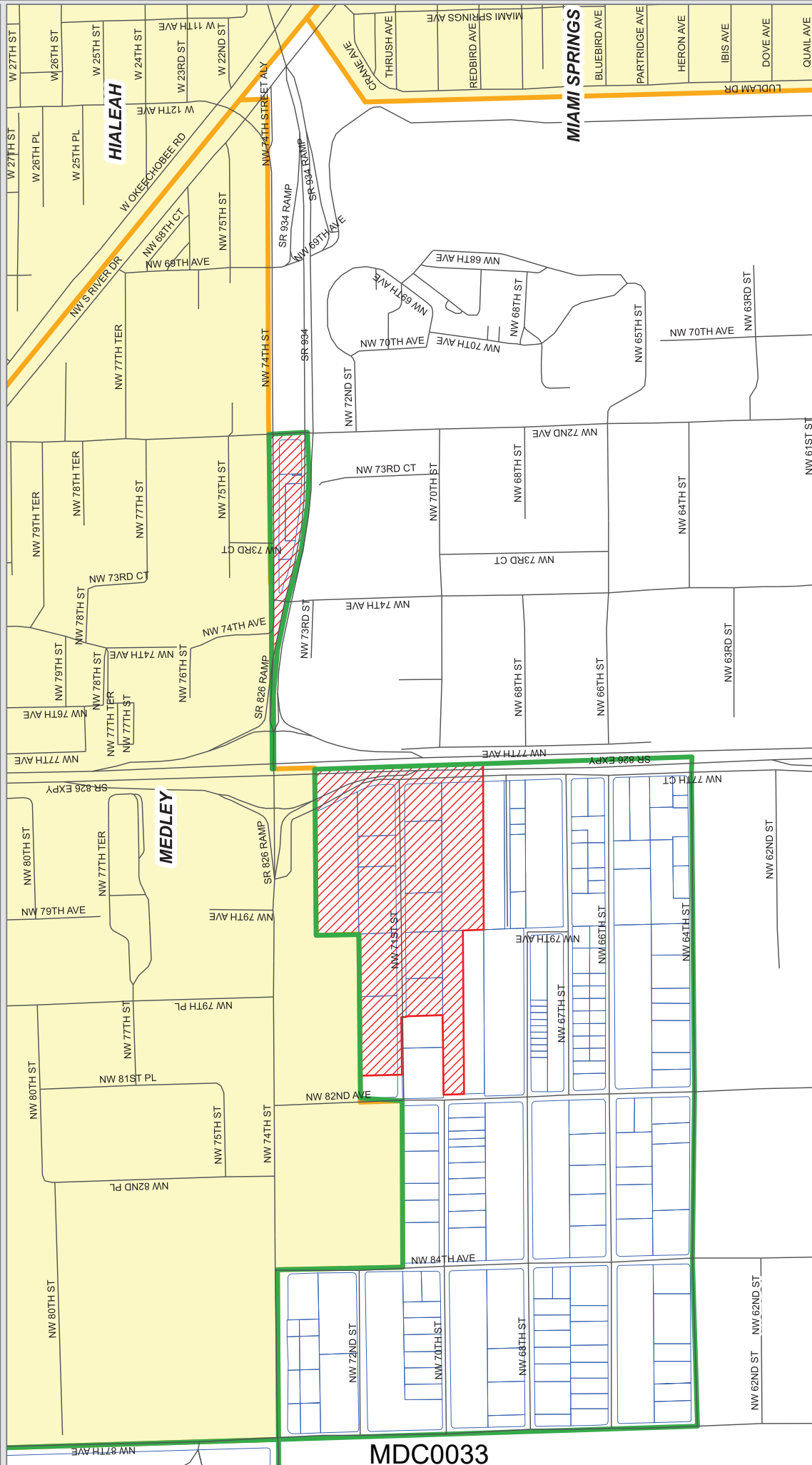
MIAMI - DADE COUNTY
Medley Annexations With All Sections



MDC0032

EXHIBIT B

MDC0033



Legend

Medley Annexation Area

 Areas and Facilities of Countywide Significance to Remain Under County's Regulatory Jurisdiction

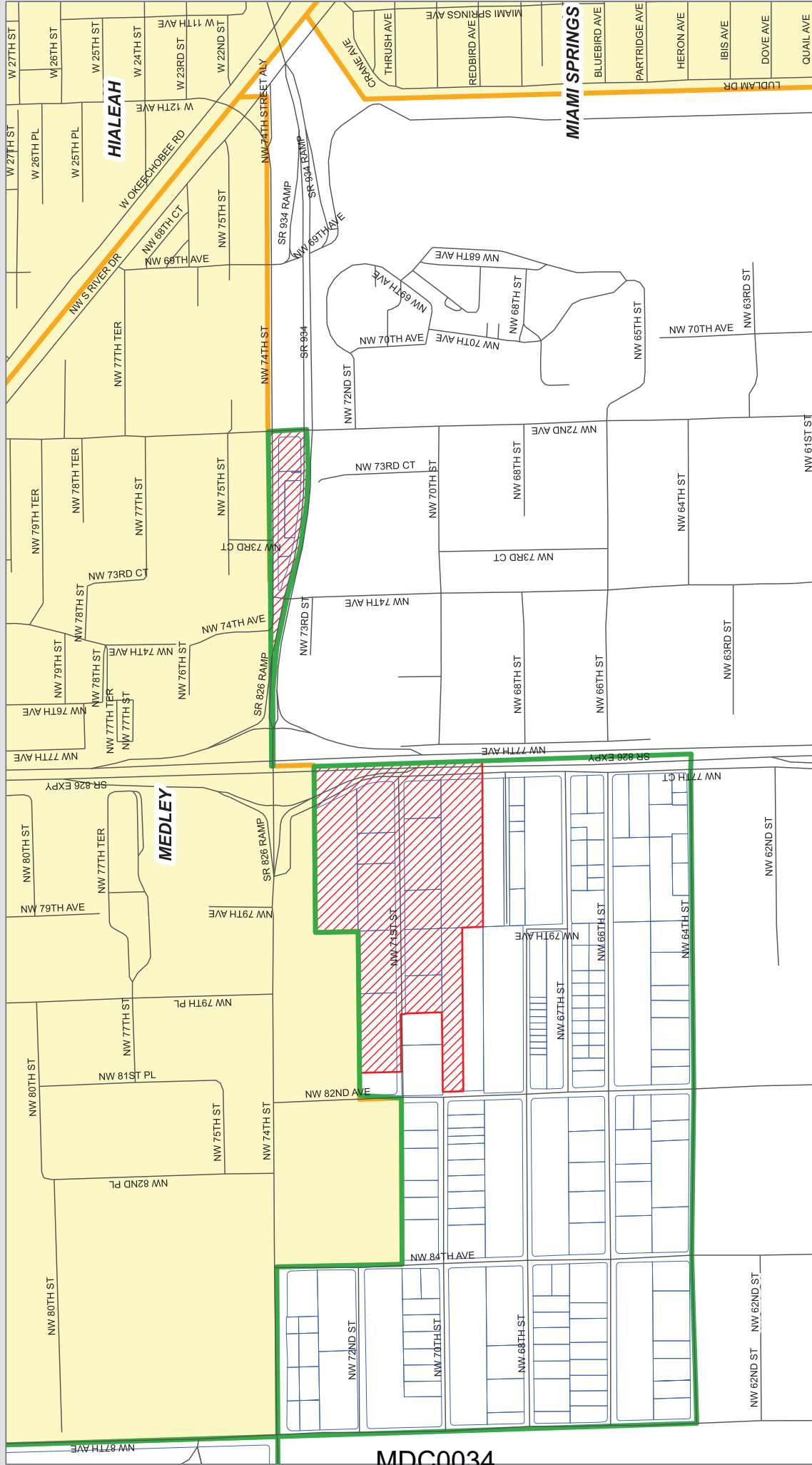
Parcels



S
Regulatory and Economic Resources Department (RER)
Planning Research & Economic Analysis Section
September 2022

Medley Proposed Annexation

EXHIBIT B



MDC0034

Legend
 Medley Annexation Area
 Areas and Facilities of Countywide Significance to Remain Under County's Regulatory Jurisdiction
 Parcels

0 0.0625 0.125 0.1875 0.25 0.3125 0.375 0.4375 0.5 0.5625 0.625 0.6875 0.75 0.8125 0.875 0.9375 1.0
 0 100 200 300 400 500 600 700 800 900 1000
 Feet
 N
 W
 E
 S
 Registered Professional Surveyor
 Florida License No. 12500
 Survey No. 2020-001

EXHIBIT B TO RESOLUTION