

RESOLUTION No. 23-100

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING INTERLOCAL AGREEMENTS BETWEEN THE CITY OF DORAL AND MIAMI-DADE COUNTY FOR SECTION 6 AND SECTION 15 ANNEXATIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 6.04 of the Home Rule Charter for Miami-Dade County (“County”) authorizes the County to approve changes to municipal boundaries; and

WHEREAS, pursuant to Section 20-3 of the County’s Code of Ordinances, any proposed boundary change desired by the governing body of a municipality shall be initiated by resolution of such governing body adopted after a public hearing; and

WHEREAS, pursuant to the aforementioned County Charter and Code provisions, the City of Doral (“City”), has sought to annex the following the tracts of land currently part of the Unincorporated Municipal Service Area (“UMSA”), generally described as follows:

- Section 6, Township 53 South, Range 40 East, in Miami-Dade County (“Section 6)
- A portion of Section 15, Township 53, Range 40, in Miami-Dade County (“Section 15”); and

WHEREAS, on July 7, 2022, the Board of County Commissioners (“BOCC”) for the County unanimously adopted County Resolution Nos. R-622-22 and R-621-22, directing the County Attorney to prepare the Ordinance and Interlocal Agreements (“ILAs”) to effectuate the annexation requests for Sections 6 and 15, respectively; and

WHEREAS, pursuant to the above, the County prepared the ILAs for the City’s consideration, which ILAs provided that the City shall mitigate the revenue loss to the UMSA by paying the County the following sums:

- Section 6: \$1,023,874.00 per year for 7 years
- Section 15: \$139,645.00 per year for 7 years; and

WHEREAS, the County recently advised City administration that the aforementioned ILAs were never executed and placed on a County agenda for consideration because in October of 2022, the City had taken the position that it would not agree to any mitigation payments; and

WHEREAS, the current City Council acknowledges that payment of some mitigation to the County for the annexations will be required, and believes that it is in the best interest of the City to enter into Interlocal Agreements with Miami-Dade County for the annexation of Section 6 and Section 15, which provide for mitigation payments in the above referenced amounts but for a period of 4 years, and wishes to approve the same in substantially the form attached hereto as Exhibit “A” and Exhibit “B”, respectively.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. Approval and Authorization. The Interlocal Agreements between the City and Miami-Dade County for the annexation of Section 6 and Section 15, substantially in the form attached hereto as Exhibit “A” and Exhibit “B”, respectively, are hereby approved. The City Council hereby authorizes the Mayor to execute both Interlocal Agreements on behalf of the City, together with such non-substantive changes as may be approved by the City Manager and City Attorney.

Section 3. Implementation. The City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Pineyro who moved its adoption. The motion was seconded by Councilmember Porras and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Rafael Pineyro	Yes
Councilwoman Digna Cabral	No
Councilwoman Maureen Porras	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 14 day of June, 2023.



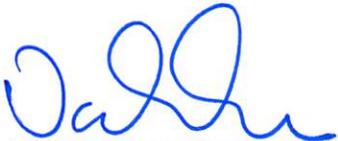
CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



VALERIE VICENTE, ESQ. for
NABORS, GIBLIN & NICKERSON, P.A.
CITY ATTORNEY

EXHIBIT “A”

Interlocal Agreement

Doral Section 6 Annexation

This Interlocal Agreement (the "Agreement") is entered into this ____ day of _____, 20__, by and between Miami-Dade County, Florida ("County") and the City of Doral ("City"), a Florida municipal corporation and shall become effective and enforceable on the Effective Date (as such term is defined below).

WITNESSETH

WHEREAS, section 6.04 of the Home Rule Charter for Miami-Dade County authorizes the County to approve changes to municipal boundaries; and

WHEREAS, the City desires to change its boundary to include and annex the tract of land currently part of the Unincorporated Municipal Service Area (UMSA), as described in the accompanying ordinance, and outlined in the attached map and which is more particularly described in Exhibit A attached hereto and made a part hereof, which is known as the Section 6 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 City 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 City 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 City 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 City 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 City, recognizing that crime does not respect political boundaries; and

WHEREAS, the City hereby represents to the County that it affirms and agrees with the terms of this Agreement, including but not limited to, the requirements that the City make certain payments to the County related to stormwater debt service and mitigation, and the City's obligations related to solid waste collection and disposal, the Miami-Dade Fire Rescue District, and the Miami Dade Library District, and the City further represents that it desires to, and will remain in the Miami-Dade Fire Rescue District and the Miami-Dade Library District, in perpetuity; and

WHEREAS, these representations by the City are made in conjunction with, and as part of the consideration of, the City's annexation application for the Annexed Property; and

WHEREAS, all of these representations by the City are material to the County's consideration of the City's annexation application, and the County has relied upon 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 City wish to enter into this Agreement; and

WHEREAS, pursuant to this Agreement, the City will assume certain municipal-type services once the annexation has been approved, together with certain functions, responsibilities, and obligations, and the County will retain certain services, functions, responsibilities, rights, and obligations, as set forth herein,

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the parties hereby agree as follows:

- A. The above recitals are incorporated as if fully set forth herein.**
- B. Utility Taxes.**

Pursuant to current applicable law and Chapter 20 of the Code of Miami-Dade County, Florida (“County Code”), the County shall continue to receive and retain the utility tax revenues generated from the Annexed Property in perpetuity.

C. Stormwater Utility Bond Debt Service.

The City agrees to pay the County the remaining stormwater utility debt service payments for the Annexed Property calculated at \$83,187.46 per year through the end of calendar year 2029, pursuant to Section 20-8.5 of the County Code. The City will begin the annual debt service payment immediately upon approval of the annexation. The City agrees to make such payments on or before March 1st of each year.

D. Mitigation Payments.

The City shall mitigate the revenue loss to UMSA for the Annexed Property, which is \$1,023,874.00 per year, adjusted for inflation as provided below. As such, the City agrees to pay mitigation payments to the County of \$1,023,874.00 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 City’s non-ad valorem revenues. The City agrees to make 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 City shall pay an amount equal to 5 percent of the amount of the mitigation payment outstanding as a penalty, and the City shall pay interest on the amount of unpaid mitigation equal to 1 percent for each month the payment is outstanding.

The City 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 City, recognizing that crime does not respect political boundaries and that the provision of police services to the neighboring UMSA communities directly benefits the City and City residents.

E. Stormwater Management.

The City shall execute or modify a cost-share Interlocal Agreement with the County for canal and/or drainage system maintenance activities to cover expenditure cost-share for the Annexed Property, and the City agrees to reimburse the County for canal and drainage system maintenance activities which relate to the City. All canal right-of-way, easement, reservation, and similar interests owned or otherwise controlled by Miami-Dade County shall remain with the County and are not being conveyed to the City, and nothing in this Agreement shall be interpreted or deemed to convey to the City any canal right-of-way, easement, reservation, or similar interests owned by Miami-Dade County.

F. Solid Waste Collection and Disposal.

Section 9.2 of the City's Charter provides that the City shall remain a part of the Miami-Dade Solid Waste Collection Service Area in perpetuity, and further provides that the County's Department of Solid Waste Management will provide services to all new residential customers and continue serving existing customers. Should section 9.2 of the City's Charter be amended, in the manner permitted by the Miami-Dade Home Rule Charter and the Miami-Dade County Code, to remove all of the above-mentioned provisions, the provisions below related to delegation by the County, under certain circumstances, shall apply.

Pursuant to Section 20-8.4 of the Code of Miami-Dade County, the County shall forever continue to collect and dispose of all residential waste within the Annexed Property in the same manner as though such Annexed Property remained part of the unincorporated areas of the County, unless the authority to collect such waste is delegated

by the County to the governing body of the City through a 20-year interlocal agreement that provides for the collection services, and a 20-year interlocal agreement that provides for disposal services in substantially the form approved by Resolution No. R-1198-95, as amended by Resolution No. R-167-13.

Nothing in this Agreement shall be interpreted or deemed to require the County to delegate to the City the authority to collect or dispose of such waste.

In the event that the County delegates the authority to collect and dispose of such waste and the City contracts with a private waste hauler to collect residential waste within the Annexed Property, the private hauler will be obligated to comply with all obligations of such 20-year interlocal agreements, including, but not limited to, the requirements to deliver residential waste to the County's solid waste system facilities and pay the Disposal Facility Fee to the County in accordance with Section 15-25.2 of the Code of Miami-Dade County, and the City shall include these requirements in its contract with its private waste hauler.

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 City. In addition, Section 337.29(3), Florida Statutes, provides that title to roads transferred pursuant to Section 335.0415, Florida Statutes, shall be in the government entity to which such

roads have been transferred upon the recording of a deed or right-of-way map in the public records.

2. In accordance with paragraph 1 of this section G above, upon the Effective Date, the County shall transfer the jurisdiction, ownership, and control of the Road Segments to the City; provided, however, that the County is not transferring, and shall retain: (a) ownership of, control of and traffic engineering functions for the Exempt Roads (as such term is defined below) and such Exempt Roads shall not be included in the definition of "Road Segments"; and (b) all traffic engineering functions for all of the Road Segments and other matters referenced herein Section G. The City agrees to accept ownership, jurisdiction and control of the Road Segments to the City in accordance with the terms and conditions set forth herein. The City shall have no ownership, jurisdiction or control of the Exempt Roads. In addition to all traffic engineering functions and other matters referenced herein in Section 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 112th Avenue from NW 90th Street to NW 106th Street
NW 107th Avenue from NW 90th Street to NW 106th Street
NW 90th Street from NW 112th Avenue to NW 107th Avenue
NW 106th Street from the Homestead Extension of Florida's Turnpike 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 City. The rights and responsibility to issue permits or collect fees for construction, including utility work, within the public rights-of-way of all Road Segments are expressly transferred to the City by this Agreement, except those associated with traffic engineering. The City agrees that it shall not levy any fee or require a permit from any County department, agency or instrumentality for work within, beneath, or upon the Road Segments. The City agrees to accept all legal rights, responsibilities and obligations with respect to the Road Segments, including, but not limited to, the operation, maintenance, planning, design, and construction of the Road Segments except for the traffic engineering.

4. As limited by Section 768.28, Florida Statutes the County shall remain responsible for any tort liability for any actions arising out of the County's operation and maintenance of the Road Segments prior to and up to the effective date of the transfer of such roadways. Following the effective date of the transfer of such roadways, the City shall be responsible and, as between the County and the City, shall have tort liability for the Road Segments, including all operations and maintenance thereof. Except as otherwise provided herein, the City and the County agree that this Agreement contains no indemnification or hold harmless agreement or provisions concerning any claims, demands, damages and causes of action that may be brought against either party by third parties relating to

the Road Segments. The City and the County shall each individually defend any action or proceedings brought against their respective agencies by third parties relating to the Road Segments and shall be individually responsible for all of their respective costs, attorney's fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees that may be entered as a result thereof.

5. If requested by the City, the County shall, within forty-five (45) days of the Effective Date, provide the City with all available County's Engineering Division's Section Maps, which generally depict the rights-of-way, inclusive of the Road Segments.
6. Upon the Effective Date, the County Mayor and City Mayor or their respective designees shall determine a mutually agreeable date for the recordation and transfer of the Road Segments after the Effective Date.
7. If requested by the City, the County shall provide the City with a list of completed roadway/sidewalk/stripping projects for the Road Segments and, if requested by the City, access to any plans, specifications, drawings, and permits for such projects within the possession of the County's Department of Transportation and Public Works.

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 City:

City Mayor
8401 NW 53rd Terrace
Doral, FL 33166
Telephone: (305) 593-6725

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. Pump Station 1212, currently identified by Folio No. 30-3006-006-0150, which is located in the vicinity of 9675 NW 117 Avenue; and

2. Pump Station 1206, currently identified by Folio No. 30-3006-004-0210, which is located in the vicinity of 10990 NW 92 Terrace; and
3. Pump Station 1309, currently identified by Folio No. 30-3006-001-0170, which is located at 9991 NW 108th Avenue; and
4. Pump Station 1312, currently identified by Folio No. 30-3006-001-0200, which is located in the vicinity of 10505 NW 112 Avenue.

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 City from charging City impact fees, to the extent permissible by law, provided that any such City 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 City a written report listing each active master building permit and subsidiary building permit issued within the boundaries the Annexed Property. This report shall include the address of the property, the permit numbers, description of permit type, and the dates the permits were issued and the last inspection date and type for the open permits. This report shall be updated monthly until all of the open permits are finalized.

b. RER shall maintain all other records related to Construction Permitting and Building Code Division services performed by RER within the Annexation Area boundaries in accordance with its current practice for the unincorporated area as required by law. Copies of such records may be obtained from RER upon request of the City at the cost specified for the reproduction of documents contained in the RER's fee schedule.

3. Compensation

RER shall retain all building permit fees, penalties, and other fees and charges collected by RER for any application filed, or permits issued, prior to the City assuming building services. RER shall retain all building permit fees for any required subsidiary permits issued by the RER pursuant to the provisions of the initial paragraph of this section, regardless of the date of issue.

4. Expired Permits

RER shall provide a report, within sixty (60) days of the Effective Date, to the City listing any building permit for work within the boundaries of the Annexed Property that expired prior to the City's assumption of building services. The list shall include the permit number, job address, description of permit type and last inspection date and type. Each month thereafter within 15 days after the end of each month, RER will provide the City with an updated report listing any building permits that expired within the previous calendar month until such time as all permits within the Annexed Property are finalized. Copies of any available permit application, plans, files or other documents related to an expired building permit may be obtained from RER upon written request of the City at the cost specified for the reproduction of documents contained in RER's fee schedule. After the Effective Date, the City shall be responsible for enforcement actions relating to any expired building permit reported to the City by the Construction Permitting and Building Code Division. It is in the complete and sole discretion of the City to engage in any enforcement action relating to any such expired permit.

For permits issued under the South Florida Building Code, an expired permit is any permit issued by the Construction Permitting and Building Code Division which lacks a final inspection approval from the Building Department and/or lacks compliance with the laws, rules or regulations of any other County, State or Federal regulatory authority having jurisdiction and has not had an inspection within 180

days of the date of issuance or from the date of the last inspection under the permit. For permits issued under the Florida Building Code, an expired permit is any building permit issued by the Construction Permitting and Building Code Division which lacks a final inspection approval from the Construction Permitting and Building Code Division and/or lacks compliance with the laws, rules or regulations of any other County, State or Federal regulatory authority having jurisdiction which has not had an approved inspection within 180 days of the date of the issuance of the permit or within 180 days of the date of the last approved inspection made by RER. Regulatory authorities having jurisdiction include, but are not limited to, the following: Miami-Dade Fire Rescue, Miami-Dade Department of Regulatory and Economic Resources, Miami-Dade Public Works and Solid Waste Department, Miami-Dade Water and Sewer Department, Florida Department of Health and Rehabilitative Services, United States Army Corps of Engineers, State Fire Marshal, Miami-Dade County Public Schools and Miami-Dade Transit.

5. RER Authority/Responsibility

RER, in its performance of the services set forth in this Agreement, is authorized and designated to continue to act on behalf of the City as the City's Building Official in accordance with any applicable building codes and Chapter 468, Florida Statutes until the City assumes responsibility on the Effective Date. The City will assume responsibility for processing any permit applications submitted on or after the Effective Date, with the exception of certain subsidiary permits, as discussed in paragraph 1 of this section K, performing inspections on any permits issued by the City and proceeding with enforcement on expired permits and all cases transferred by the County in accordance with the terms of this Agreement. Under this Agreement, as of the Effective Date, with respect to building permits, the

County will only retain authority to process applications and issue permits submitted prior to the municipal service assumption date or the date agreed to transfer services and subsidiary permits tied to master permits issued by the County, and perform all inspections for the master and subsidiary permits issued by the County until the issuance of the Certificate of Completion, Certificate of Occupancy, or expiration of the permit.

6. Enforcement

Until the Effective Date, RER shall continue, either directly or through contractors, with any Building Code enforcement case initiated as a result of the receipt of a complaint or opening of a case file prior to the annexation approval date. Such cases include code enforcement for building permit violations, unsafe structures, and working without permits. As of the Effective Date, RER shall close all active enforcement cases and provide the City with a list of the closed cases. RER shall be entitled to retain all fines, fees, costs and penalties resulting from the investigation and pursuit of any enforcement action initiated under this section above for the cases closed by RER. This includes the payment of any lien filed or amount paid in satisfaction of a court judgment. In the event a Building Code enforcement case is turned over to the City for completion of any enforcement action, RER shall be entitled to collect any fines, fees, or penalties owed to RER as of the date the case is turned over to the City. The City shall negotiate on a case by case basis with RER on any share that it may be entitled to. In addition, RER shall be entitled to collect all enforcement fees and costs accrued in the matter of any unsafe structures enforcement case that is closed by RER after the Effective Date. If the unsafe structures enforcement case is turned over to the City, then RER shall only be entitled to recover those fees and costs which have accrued up to the date the case is transferred to the City.

Notwithstanding the transition of powers and duties provided for in this Agreement, the Building Official for Miami-Dade County and for the City may opt to enter into a separate agreement for the County's completion of specified enforcement cases that may have been commenced by the County and are near completion, all in the interest of efficiency, cost savings and protecting the public safety. Until the execution of such agreement, all enforcement authority and responsibility shall remain with the City. Such agreement shall contain a specific identification of cases to be completed by the County, shall provide for the allocation of fees and costs relating to those cases, and shall be executed by the County Mayor or the County Mayor's designee and the City 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 City has first approved the modification or deletion. This provision, however, shall not apply to those properties over which the County is retaining regulatory jurisdiction.

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 City's municipal policing, is hereby assumed by the City's Police Department commencing on the Effective Date.

P. Representations by the City and the County and Authority to Enter into Agreement.

The City has represented that it will enter into this Agreement providing for, among other things, the City to forever remain in the Miami-Dade Fire Rescue District and 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.

Q. Invalidity 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 City hereby acknowledges and agrees, however,

that if any provision of this Agreement is severed, the County may, in its sole discretion, effectuate a future boundary change to remove the Annexed Property from the boundaries of the City and make it part of the unincorporated area again. Upon the effectuation of any such future boundary change, the remaining provisions of this Agreement shall be deemed automatically terminated, void, and of no further force and effect. These remedies are non-exclusive and shall be in addition to any other available remedies.

R. 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.

S. 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.

T. 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.

U. Rights of Others.

Nothing in this Agreement, expressed or implied, is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

V. Existing Agreements.

Any and all existing interlocal agreements between the County or any of its departments or agencies (such as but not limited to RER, Miami-Dade County Stormwater Utility, Transportation and Public Works, Water and Sewer, Miami-Dade Police Department, etc.) and the City shall remain in full force and effect and shall not be altered, changed, modified, amended, or terminated as a result of this agreement unless specified herein. It is provided, however, that where this Agreement is inconsistent with any such prior Agreement, the terms of this Agreement shall supersede and control.

W. 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 City. The provisions of this Agreement shall be in full force and effect commencing on the Effective Date and shall continue in perpetuity.

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

Attest:

CITY OF DORAL, FLORIDA

By: _____
City Clerk

By: _____
Christi Fraga
Mayor

Date: _____

Approved for legal sufficiency and form:

City Attorney

Attest:

MIAMI-DADE COUNTY, FLORIDA

Luis G. Montaldo, Clerk Ad Interim

By: _____
Deputy Clerk

By: _____
Mayor Daniella Levine Cava or designee

Approved for legal sufficiency and form:

Assistant County Attorney

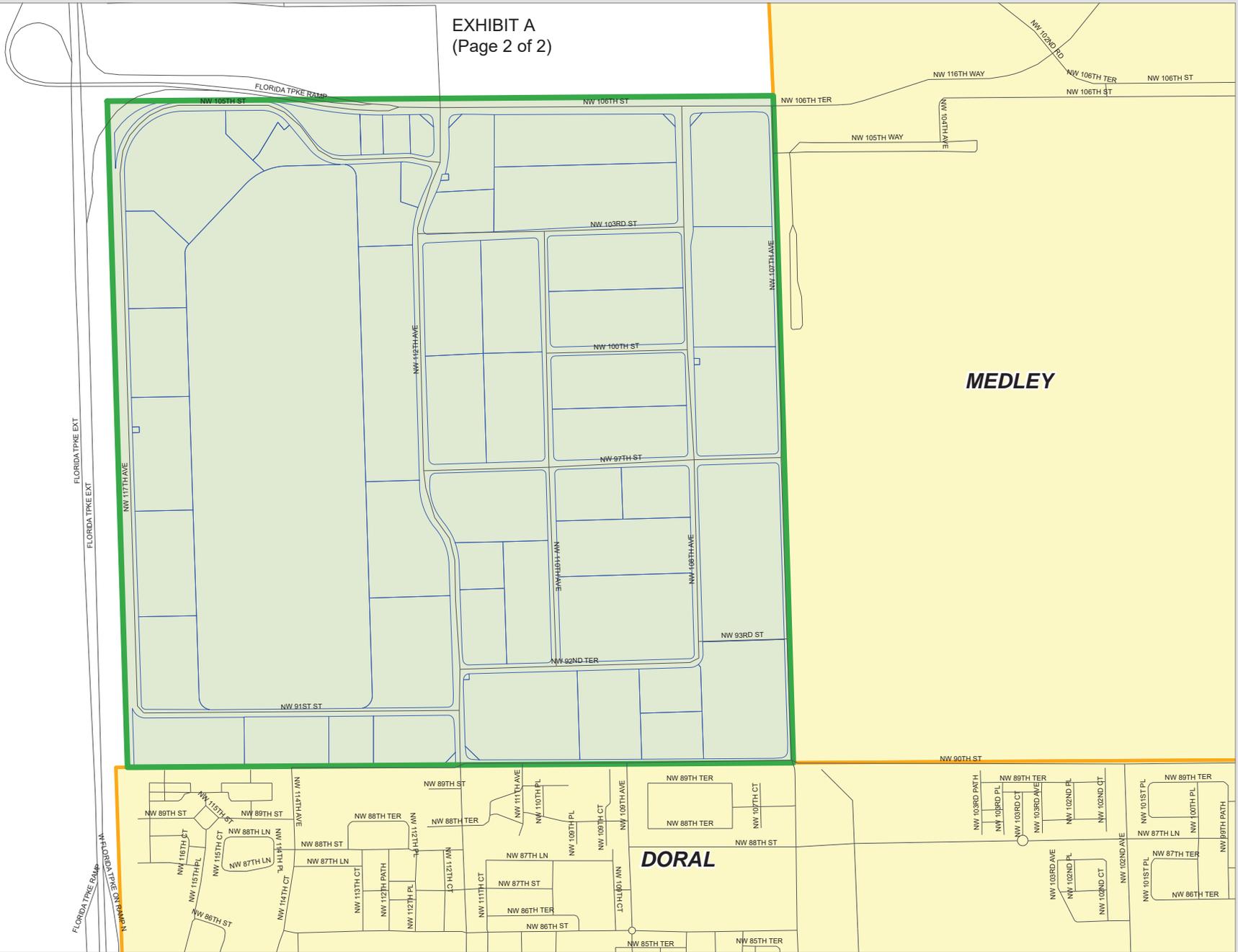
EXHIBIT A
(page 1 of 2)

LEGAL DESCRIPTION
of City of Doral Section 6 Annexation Area

All of Section 6, Township 53 South Range 40 East, Miami-Dade County, Florida.
Containing approximately 640.23 acres more or less.

Doral Proposed Annexation Area (Section 6)

EXHIBIT A
(Page 2 of 2)



- Legend**
- Doral Annexation Area
 - Parcels within Doral Annexation Area



EXHIBIT “B”

Interlocal Agreement

Doral Section 15 Annexation

This Interlocal Agreement (the "Agreement") is entered into this ___ day of _____, 20___, by and between Miami-Dade County, Florida ("County") and the City of Doral ("City"), a Florida municipal corporation and shall become effective and enforceable on the Effective Date (as such term is defined below).

WITNESSETH

WHEREAS, section 6.04 of the Home Rule Charter for Miami-Dade County authorizes the County to approve changes to municipal boundaries; and

WHEREAS, the City desires to change its boundary to include and annex the tract of land currently part of the Unincorporated Municipal Service Area (UMSA), as described in the accompanying ordinance, and as outlined in the attached map and which is more particularly described in Exhibit A attached hereto and made a part hereof, which is referred to as the Section 15 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 City 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 City 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 City 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 City 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 City; and

WHEREAS, the City hereby represents to the County that it affirms and agrees with the terms of this Agreement, including but not limited to, the requirements that the City make certain payments to the County related to stormwater debt service and mitigation, and the City's obligations related to solid waste collection and disposal, the Miami-Dade Fire Rescue District, and the Miami Dade Library District, and the City further represents that it desires to, and will remain in the Miami-Dade Fire Rescue District and the Miami-Dade Library District, in perpetuity; and

WHEREAS, these representations by the City are made in conjunction with, and as part of the consideration of, the City's annexation application for the Annexed Property; and

WHEREAS, all of these representations by the City are material to the County's consideration of the City's annexation application, and the County has relied upon 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 City wish to enter into this Agreement; and

WHEREAS, pursuant to this Agreement, the City will assume certain municipal-type services once the annexation has been approved, together with certain functions, responsibilities, and obligations, and the County will retain certain services, functions, responsibilities, rights, and obligations, as set forth herein,

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the parties hereby agree as follows:

- A. The above recitals are incorporated as if fully set forth herein.**
- B. Utility Taxes.**

Pursuant to current applicable law and Chapter 20 of the Code of Miami-Dade County, Florida (“County Code”), the County shall continue to receive and retain the utility tax revenues generated from the Annexed Property in perpetuity.

C. Stormwater Utility Bond Debt Service.

The City agrees to pay the County the remaining stormwater utility debt service payments for the Annexed Property calculated at \$29,286.67 per year through the end of calendar year 2029, pursuant to Section 20-8.5 of the County Code. The City will begin the annual debt service payment immediately upon approval of the annexation. The City agrees to make such payments on or before March 1st of each year.

D. Mitigation Payments.

The City shall mitigate the revenue loss to UMSA for the Annexed Property, which is \$139,645.00 per year, adjusted for inflation as provided below. As such, the City agrees to pay mitigation payments to the County of \$139,645.00 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 City’s non-ad valorem revenues. The City agrees to make 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 City shall pay an amount equal to 5 percent of the amount of the mitigation payment outstanding as a penalty, and the City shall pay interest on the amount of unpaid mitigation equal to 1 percent for each month the payment is outstanding.

The City 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 City, recognizing that crime does not respect political boundaries and that the provision of police services to the neighboring UMSA communities directly benefits the City and City residents.

E. Stormwater Management.

The City shall execute or modify a cost-share Interlocal Agreement with the County for canal and/or drainage system maintenance activities to cover expenditure cost-share for the Annexed Property, and the City agrees to reimburse the County for canal and drainage system maintenance activities which relate to the City. All canal right-of-way, easement, reservation, and similar interests owned or otherwise controlled by Miami-Dade County shall remain with the County and are not being conveyed to the City, and nothing in this Agreement shall be interpreted or deemed to convey to the City any canal right-of-way, easement, reservation, or similar interests owned by Miami-Dade County.

F. Solid Waste Collection and Disposal.

Section 9.2 of the City's Charter provides that the City shall remain a part of the Miami-Dade Solid Waste Collection Service Area in perpetuity, and further provides that the County's Department of Solid Waste Management will provide services to all new residential customers and continue serving existing customers. Should section 9.2 of the City's Charter be amended, in the manner permitted by the Miami-Dade Home Rule Charter and the Miami-Dade County Code, to remove all of the above-mentioned provisions, the provisions below related to delegation by the County, under certain circumstances, shall apply.

Pursuant to Section 20-8.4 of the Code of Miami-Dade County, the County shall forever continue to collect and dispose of all residential waste within the Annexed Property

in the same manner as though such Annexed Property remained part of the unincorporated areas of the County, unless the authority to collect such waste is delegated by the County to the governing body of the City through a 20-year interlocal agreement that provides for the collection services, and a 20-year interlocal agreement that provides for disposal services in substantially the form approved by Resolution No. R-1198-95, as amended by Resolution No. R-167-13.

Nothing in this Agreement shall be interpreted or deemed to require the County to delegate to the City the authority to collect or dispose of such waste.

In the event that the County delegates the authority to collect and dispose of such waste and the City contracts with a private waste hauler to collect residential waste within the Annexed Property, the private hauler will be obligated to comply with all obligations of such 20-year interlocal agreements, including, but not limited to, the requirements to deliver residential waste to the County's solid waste system facilities and pay the Disposal Facility Fee to the County in accordance with Section 15-25.2 of the Code of Miami-Dade County, and the City shall include these requirements in its contract with its private waste hauler.

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 City. In addition, Section 337.29(3), Florida Statutes, provides that title to roads transferred pursuant to Section

335.0415, Florida Statutes, shall be in the government entity to which such roads have been transferred upon the recording of a deed or right-of-way map in the public records.

2. In accordance with paragraph 1 of this section G above, upon the Effective Date, the County shall transfer the jurisdiction, ownership, and control of the Road Segments to the City; provided, however, that the County is not transferring, and shall retain: (a) ownership of, control of and traffic engineering functions for the Exempt Roads (as such term is defined below) and such Exempt Roads shall not be included in the definition of "Road Segments"; and (b) all traffic engineering functions for all of the Road Segments and other matters referenced herein Section G. The City agrees to accept ownership, jurisdiction and control of the Road Segments to the City in accordance with the terms and conditions set forth herein. The City shall have no ownership, jurisdiction or control of the Exempt Roads. In addition to all traffic engineering functions and other matters referenced herein in Section 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 87th Avenue from NW 58th Street to 350' N/O NW 61st Street
NW 58th Street from NW 87th Avenue to State Road 826

3. The right and responsibility of all traffic engineering matters to regulate traffic and determine appropriate measures and install, maintain, modify or remove traffic control devices such as traffic signals, signs, and pavement markings, roundabouts or other traffic-calming devices within the Annexed Property, including but not limited to the Road Segments, remains with the County. In addition, the County shall retain control over all road closures.

Nothing herein diminishes the County's jurisdiction over all traffic engineering matters within the County, including within municipalities, except for State road rights-of-way. The County has the authority to set the hours and days that construction by any County department or agency shall take place in, or on, any public street, with prior written notice to the City. The rights and responsibility to issue permits or collect fees for construction, including utility work, within the public rights-of-way of all Road Segments are expressly transferred to the City by this Agreement, except those associated with traffic engineering. The City agrees that it shall not levy any fee or require a permit from any County department, agency or instrumentality for work within, beneath, or upon the Road Segments. The City agrees to accept all legal rights, responsibilities and obligations with respect to the Road Segments, including, but not limited to, the operation, maintenance, planning, design, and construction of the Road Segments except for the traffic engineering.

4. As limited by Section 768.28, Florida Statutes the County shall remain responsible for any tort liability for any actions arising out of the County's operation and maintenance of the Road Segments prior to and up to the effective date of the transfer of such roadways. Following the effective date of the transfer of such roadways, the City shall be responsible and, as between the County and the City, shall have tort liability for the Road Segments, including all operations and maintenance thereof. Except as otherwise provided herein, the City and the County agree that this Agreement contains no indemnification or hold harmless agreement or provisions concerning any claims, demands, damages and causes of action that may be brought against either party by third parties relating to

the Road Segments. The City and the County shall each individually defend any action or proceedings brought against their respective agencies by third parties relating to the Road Segments and shall be individually responsible for all of their respective costs, attorney's fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees that may be entered as a result thereof.

5. If requested by the City, the County shall provide the City with the County's available Engineering Division's Section Maps, which generally depict the rights-of-way, inclusive of the Road Segments.
6. Upon the Effective Date, the County Mayor and City Mayor or their respective designees shall determine a mutually agreeable date for the recordation and transfer of the Road Segments after the Effective Date.
7. If requested by the City, the County shall provide the City with a list of completed roadway/sidewalk/stripping projects for the Road Segments and, if requested by the City, access to any plans, specifications, drawings, and permits for such projects within the possession of the County's Department of Transportation and Public Works.

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 City:

City Mayor
8401 NW 53rd Terrace
Doral, FL 33166
Telephone: (305) 593-6725

I. Areas and Facilities of Countywide Significance

Pursuant to section 20-8.6 of the Code, as a condition of the annexation, the County shall retain regulatory jurisdiction over Areas and Facilities of Countywide Significance as designated by the Board.

J. Impact Fees.

This interlocal agreement, in of itself, does not prohibit the City from charging City impact fees, to the extent permissible by law, provided that any such City 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 City a written report listing each active master building permit and subsidiary building permit issued within the boundaries the Annexed Property. This report shall include the address of the property, the permit numbers,

description of permit type, and the dates the permits were issued and the last inspection date and type for the open permits. This report shall be updated monthly until all of the open permits are finalized.

- b. RER shall maintain all other records related to Construction Permitting and Building Code Division services performed by RER within the Annexation Area boundaries in accordance with its current practice for the unincorporated area as required by law. Copies of such records may be obtained from RER upon request of the City at the cost specified for the reproduction of documents contained in the RER's fee schedule.

3. Compensation

RER shall retain all building permit fees, penalties, and other fees and charges collected by RER for any application filed, or permits issued, prior to the City assuming building services. RER shall retain all building permit fees for any required subsidiary permits issued by the RER pursuant to the provisions of the initial paragraph of this section, regardless of the date of issue.

4. Expired Permits

RER shall provide a report, within sixty (60) days of the Effective Date, to the City listing any building permit for work within the boundaries of the Annexed Property that expired prior to the City's assumption of building services. The list shall include the permit number, job address, description of permit type and last inspection date and type. Each month thereafter within 15 days after the end of each month, RER will provide the City with an updated report listing any building permits that expired within the previous calendar month until such time as all permits within the Annexed Property are finalized. Copies of any available permit application, plans, files or other documents related to an expired building permit may be obtained from RER upon written request of the City at the cost specified

for the reproduction of documents contained in RER's fee schedule. After the Effective Date, the City shall be responsible for enforcement actions relating to any expired building permit reported to the City by the Construction Permitting and Building Code Division. It is in the complete and sole discretion of the City to engage in any enforcement action relating to any such expired permit.

For permits issued under the South Florida Building Code, an expired permit is any permit issued by the Construction Permitting and Building Code Division which lacks a final inspection approval from the Building Department and/or lacks compliance with the laws, rules or regulations of any other County, State or Federal regulatory authority having jurisdiction and has not had an inspection within 180 days of the date of issuance or from the date of the last inspection under the permit. For permits issued under the Florida Building Code, an expired permit is any building permit issued by the Construction Permitting and Building Code Division which lacks a final inspection approval from the Construction Permitting and Building Code Division and/or lacks compliance with the laws, rules or regulations of any other County, State or Federal regulatory authority having jurisdiction which has not had an approved inspection within 180 days of the date of the issuance of the permit or within 180 days of the date of the last approved inspection made by RER. Regulatory authorities having jurisdiction include, but are not limited to, the following: Miami-Dade Fire Rescue, Miami-Dade Department of Regulatory and Economic Resources, Miami-Dade Public Works and Solid Waste Department, Miami-Dade Water and Sewer Department, Florida Department of Health and Rehabilitative Services, United States Army Corps of Engineers, State Fire Marshal, Miami-Dade County Public Schools and Miami-Dade Transit.

5. RER Authority/Responsibility

RER, in its performance of the services set forth in this Agreement, is authorized and designated to continue to act on behalf of the City as the City's Building Official in accordance with any applicable building codes and Chapter 468, Florida Statutes until the City assumes responsibility on the Effective Date. The City will assume responsibility for processing any permit applications submitted on or after the Effective Date, with the exception of certain subsidiary permits, as discussed in paragraph 1 of this section K, performing inspections on any permits issued by the City and proceeding with enforcement on expired permits and all cases transferred by the County in accordance with the terms of this Agreement. Under this Agreement, as of the Effective Date, with respect to building permits, the County will only retain authority to process applications and issue permits submitted prior to the municipal service assumption date or the date agreed to transfer services and subsidiary permits tied to master permits issued by the County, and perform all inspections for the master and subsidiary permits issued by the County until the issuance of the Certificate of Completion, Certificate of Occupancy, or expiration of the permit.

6. Enforcement

Until the Effective Date, RER shall continue, either directly or through contractors, with any Building Code enforcement case initiated as a result of the receipt of a complaint or opening of a case file prior to the annexation approval date. Such cases include code enforcement for building permit violations, unsafe structures, and working without permits. As of the Effective Date, RER shall close all active enforcement cases and provide the City with a list of the closed cases. RER shall be entitled to retain all fines, fees, costs and penalties resulting from the investigation and pursuit of any enforcement action initiated under this section

above for the cases closed by RER. This includes the payment of any lien filed or amount paid in satisfaction of a court judgment. In the event a Building Code enforcement case is turned over to the City for completion of any enforcement action, RER shall be entitled to collect any fines, fees, or penalties owed to RER as of the date the case is turned over to the City. The City shall negotiate on a case by case basis with RER on any share that it may be entitled to. In addition, RER shall be entitled to collect all enforcement fees and costs accrued in the matter of any unsafe structures enforcement case that is closed by RER after the Effective Date. If the unsafe structures enforcement case is turned over to the City, then RER shall only be entitled to recover those fees and costs which have accrued up to the date the case is transferred to the City.

Notwithstanding the transition of powers and duties provided for in this Agreement, the Building Official for Miami-Dade County and for the City may opt to enter into a separate agreement for the County's completion of specified enforcement cases that may have been commenced by the County and are near completion, all in the interest of efficiency, cost savings and protecting the public safety. Until the execution of such agreement, all enforcement authority and responsibility shall remain with the City. Such agreement shall contain a specific identification of cases to be completed by the County, shall provide for the allocation of fees and costs relating to those cases, and shall be executed by the County Mayor or the County Mayor's designee and the City 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 City has first approved the modification or deletion. This provision, however, shall not apply to those properties over which the County is retaining regulatory jurisdiction.

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 City's municipal policing, is hereby assumed by the City's Police Department commencing on the Effective Date.

P. Representations by the City and the County and Authority to Enter into Agreement.

The City has represented that it will enter into this Agreement providing for, among other things, the City to forever remain in the Miami-Dade Fire Rescue District and 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.

Q. 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 City hereby acknowledges and agrees, however, that if any provision of this Agreement is severed, the County may, in its sole discretion, effectuate a future boundary change to remove the Annexed Property from the boundaries of the City and make it part of the unincorporated area again. Upon the effectuation of any such future boundary change, the remaining provisions of this Agreement shall be deemed automatically terminated, void, and of no further force and effect. These remedies are non-exclusive and shall be in addition to any other available remedies.

R. 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.

S. 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.

T. 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.

U. Rights of Others.

Nothing in this Agreement, expressed or implied, is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

V. Existing Agreements.

Any and all existing interlocal agreements between the County or any of its departments or agencies (such as but not limited to RER, Miami-Dade County Stormwater

Utility, Transportation and Public Works, Water and Sewer, Miami-Dade Police Department, etc.) and the City shall remain in full force and effect and shall not be altered, changed, modified, amended, or terminated as a result of this agreement unless specified herein. It is provided, however, that where this Agreement is inconsistent with any such prior Agreement, the terms of this Agreement shall supersede and control.

W. 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 City. The provisions of this Agreement shall be in full force and effect commencing on the Effective Date and shall continue in perpetuity.

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

Attest:

CITY OF DORAL, FLORIDA

By: _____
City Clerk

By: _____
Christi Fraga,
Mayor

Date: _____

Approved for legal sufficiency and form:

City Attorney

Attest:

MIAMI-DADE COUNTY, FLORIDA

Luis G. Montaldo, Clerk Ad Interim

By: _____
Deputy Clerk

By: _____
Mayor Daniella Levine Cava or designee

Approved for legal sufficiency and form:

Assistant County Attorney

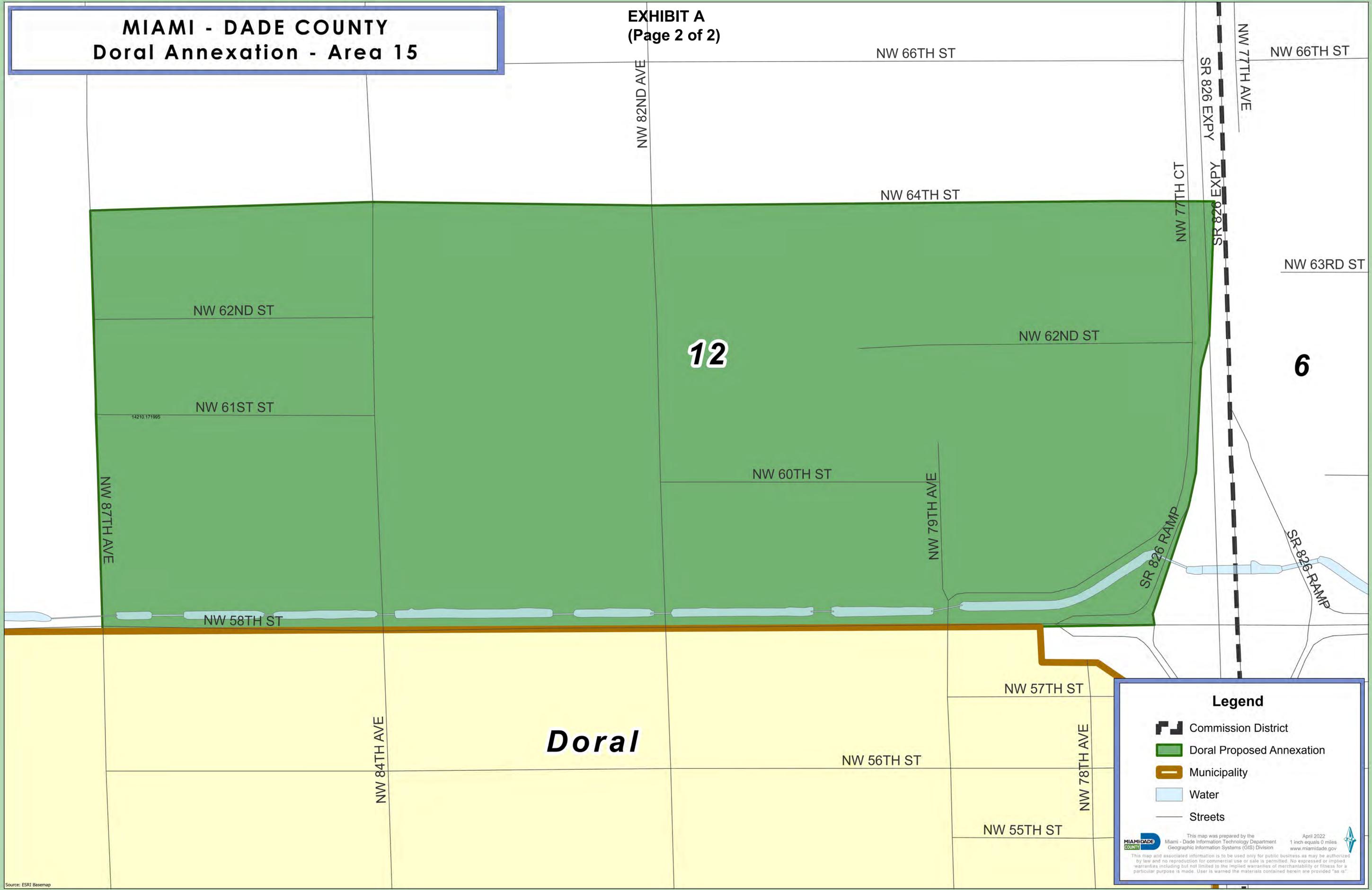
EXHIBIT A
(page 1 of 2)

LEGAL DESCRIPTION
of City of Doral Section 15 Annexation Area

A portion of the South 3/4 of the South 1/2 of Section 15, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as bounded on the East by the West Right-of-Way line of Palmetto Expressway (State Road 826) as depicted on Right-of-Way Monumentation Map for State Road 826 Section 87260-2517, recorded in Road Plat Book 152, at Page 66 of the Public Records of Miami-Dade County, Florida; bounded on the South by the South line of said Section 15 (Centerline of NW 58 Street); bounded on the West by the West line of said Section 15 (Centerline of NW 87 Avenue); and bounded on the North by the Centerline of NW 64 Street, also being the municipal boundary of the Town of Medley. Containing approximately 229.91 acres more or less.

MIAMI - DADE COUNTY
Doral Annexation - Area 15

EXHIBIT A
(Page 2 of 2)



Legend

-  Commission District
-  Doral Proposed Annexation
-  Municipality
-  Water
-  Streets

This map was prepared by the
Miami - Dade Information Technology Department
Geographic Information Systems (GIS) Division
April 2022
1 inch equals 0 miles
www.miamidade.gov

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