

# Memorandum



Not On

Agenda Item No. 7(P)(1)(H)

**Date:** February 1, 2005  
**To:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners  
**From:** George M. Burgess  
County Manager   
**Subject:** Road Transfer Agreement with the City of Hialeah

**This item is an add-on in order to timely transfer the subject roads to the City of Hialeah pursuant to resolution passed by the City on October 28, 2004.**

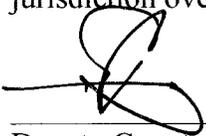
## **RECOMMENDATION**

It is recommended that the Board of County Commissioners approve the attached resolution authorizing the execution of a Road Transfer Agreement between Miami-Dade County and the City of Hialeah. This agreement establishes the terms and conditions between the County and the City for the transfer of public roads and canals within the municipal boundaries of the City of Hialeah from the County road system to the municipal road system.

## **BACKGROUND**

Since the City of Hialeah (the, "City") annexed portions of Sections 16, 17, 20 and 21, Township 52 South, Range 40 East, in Miami-Dade County, Florida, ("Annexation Area") on May 1, 2004; the City has requested that the County proceed with a Road Transfer Agreement to convey jurisdiction, ownership and control of local roads within the Annexation Area currently designated as part of the County road system, to the Municipal Road System of the City. This agreement will transfer the aforementioned local roads within the Annexation Area excluding the major arterial road corridors that the County will continue to maintain (the, "Exempt Roads"). The City passed Resolution 04-119 on October 28, 2004, authorizing the Mayor of the City to enter into, for and on behalf of the City, the attached Road Transfer Agreement with Miami-Dade County (the "County").

The transfer of jurisdictional functions, outlined in the agreement, will provide the City the right and responsibility to maintain the existing and future road and canal right-of-way and infrastructure of all transferred roads and canals, including road surfacing, sidewalks, landscaping storm drainage and canal maintenance. The City will assume the liability for these rights and responsibilities. Section 1.01(1) of the Dade County Home Rule Charter gives Miami-Dade County the responsibility to regulate countywide traffic functions. Section 2-96.1 of the Miami-Dade County gives the County's Public Works Department exclusive jurisdiction to regulate vehicular traffic in Miami-Dade County, including municipalities. Therefore, jurisdiction over the aforementioned traffic engineering functions will be retained by the County.

  
Deputy County Manager

  
Assistant County Manager



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** February 1, 2005

**FROM:** Robert A. Ginsburg  
County Attorney

**SUBJECT:** Not On  
Agenda Item No. 7(P)(1)(H)

Please note any items checked.

- "4-Day Rule" ("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
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Not On  
Agenda Item No. 7(P)(1)(H)  
02-01-05

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING EXECUTION OF A ROAD TRANSFER AGREEMENT WITH THE CITY OF HIALEAH TO TRANSFER THE JURISDICTION, OWNERSHIP AND CONTROL OF THE LOCAL PUBLIC ROADS AND CANALS WITHIN THE CITY OF HIALEAH'S RECENTLY ANNEXED CORPORATE LIMITS IN PORTIONS OF SECTIONS 16, 17, 20 AND 21, TOWNSHIP 52 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE THE PROVISIONS THEREIN

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves the Road Transfer Agreement between Miami-Dade County and the City of Hialeah, pursuant to Section 335.0415, Florida Statutes, providing for the City of Hialeah to assume the jurisdiction, ownership and control of public roads heretofore designated as part of the County road system prior to the effective date of this Agreement, in substantially the form attached hereto and made a part hereof; and authorizing the County Manager to execute same for and on behalf of Miami-Dade County and to exercise the provisions contained therein.

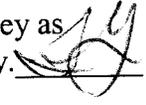
The foregoing resolution was offered by Commissioner \_\_\_\_\_, who  
moved its adoption. The motion was seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

- |                      |                               |
|----------------------|-------------------------------|
|                      | Joe A. Martinez, Chairman     |
|                      | Dennis C. Moss, Vice-Chairman |
| Bruno A. Barreiro    | Dr. Barbara Carey-Shuler      |
| Jose "Pepe" Diaz     | Carlos A. Gimenez             |
| Sally A. Heyman      | Barbara J. Jordan             |
| Dorrin D. Rolle      | Natacha Seijas                |
| Katy Sorenson        | Rebeca Sosa                   |
| Sen. Javier D. Souto |                               |

The Chairperson thereupon declared the resolution duly passed and adopted this  
1<sup>st</sup> day of February, 2005. This Resolution and contract, if not vetoed, shall become  
effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as  
to form and legal sufficiency. 

By: \_\_\_\_\_  
Deputy Clerk

Thomas Goldstein



# City of Hialeah

William M. Grodnick  
City Attorney

**Telephone:**  
(305) 883-5854

**Telecopier:**  
(305) 883-5896

## Assistant City Attorneys

Alan E. Krueger  
Rafael E. Granado  
Robert Lloyd-Still  
Melissa Negrón  
Karen Callejo  
Eduardo Fonseca, Jr.

November 3, 2004

Tom Goldstein, Esq.  
Assistant County Attorney  
County Attorney's Office  
111 N.W. 1<sup>st</sup> Street  
28<sup>th</sup> Floor  
Miami, Florida 33128

VIA Hand-Delivery

Re: Road Transfer Agreement between Miami-Dade County and City of  
Hialeah

Dear Tom:

I have enclosed four original agreements signed by Mayor Martinez together with a certified copy of Hialeah, Fla., Resolution 04-119 (October 28, 2004). Once the County Commission approves the agreement, please send an original signed agreement. Thank you.

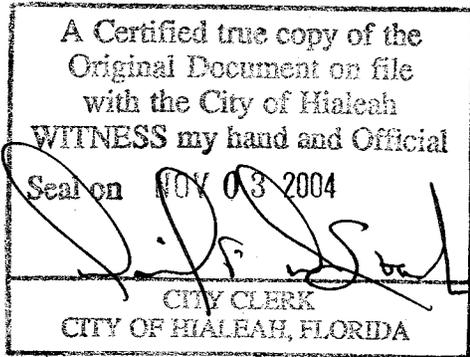
Very truly yours,

William M. Grodnick  
City Attorney

WMG/all

S:\WMG\ASSIGNMENTS\Letters Miscellaneous\Letters 2004\ltr to Tom Goldstein.doc

**RESOLUTION NO. 04-119**



RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY, TRANSFERRING THE TITLE AND RESPONSIBILITY FOR THE PLANNING, DESIGN, CONSTRUCTION, IMPROVEMENTS, AND MAINTENANCE FOR PUBLIC ROADS AND ROAD SEGMENTS AND THE RINKER LAKE CANAL IN THE ANNEXATION AREA THAT ARE PART OF THE COUNTY SYSTEM, WITH THE EXCEPTION OF CERTAIN EXEMPT ROADS, TO THE CITY OF HIALEAH, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY.

**WHEREAS**, on March 29, 2004, the City annexed approximately 3 square miles of land in the northwest quadrant of Miami-Dade County ("Annexation Area") that was previously unincorporated Miami-Dade County; and

**WHEREAS**, pursuant to Section 335.0415, Florida Statutes, jurisdiction and responsibility for public roads may be transferred by mutual agreement between the City and the County; and

**WHEREAS**, the City of Hialeah, Florida finds it in its best interest and in furtherance of the health, safety and welfare of the community and its residents to assume jurisdiction and responsibility for the operation, maintenance, planning, design and construction of certain road segments, canal easements and canals within the Annexation Area.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

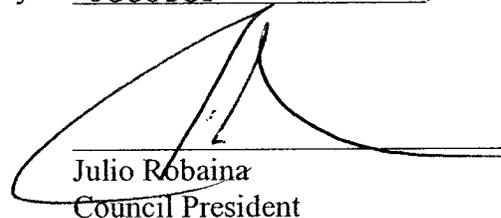
**Section 1:** The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

RESOLUTION NO. 04-119

Page 2

**Section 2:** The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City, to enter into an interlocal agreement with Miami-Dade County, transferring the title and responsibility for the planning, design, construction, improvements and maintenance for public roads and road segments and the Rinker Lake Canal in the Annexation Area, with the exception of certain exempt roads, to the City of Hialeah, in a form acceptable to the City Attorney.

PASSED AND ADOPTED this 26<sup>th</sup> day of October, 2004.

  
Julio Robaina  
Council President

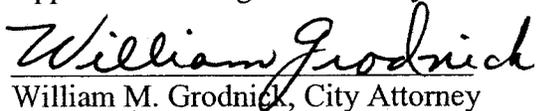
Attest:

Approved on this 28<sup>th</sup> day of OCTOBER, 2004.

  
Daniel F. DeLoach, City Clerk

  
Mayor Raul L. Martinez

Approved as to legal sufficiency and form:

  
William M. Grodnick, City Attorney

s:/wmg/legisl/reso-04/countyannexationroadtransferagreement.doc

Resolution was adopted by a unanimous vote with Councilmembers Bovo, Bravo, Casas, Gonzalez, Miel, Robaina, and Yedra voting "Yes".

**ROAD TRANSFER AGREEMENT**

**BETWEEN**

**MIAMI-DADE COUNTY, FLORIDA**

**AND**

**CITY OF HIALEAH**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between: Miami-Dade County, Florida, a political subdivision of the state of Florida, (the "COUNTY"), through its Board of County Commissioners,

**AND**

The CITY OF HIALEAH, a Florida municipal corporation existing under the laws of the state of Florida (the "CITY").

**WITNESSETH:**

**WHEREAS**, the CITY annexed approximately three square miles of land (the "Annexation Area"), legally described in Exhibit "1", a copy of which is attached hereto and made a part hereof.

**WHEREAS**, certain public roads on the County Road System are within the municipal limits of the City annexation Area (hereinafter referred to as "Road Segments"); and

**WHEREAS**, the COUNTY and the CITY are desirous of transferring the underlying title and responsibility for the planning, design, construction, improvement and maintenance for the Road Segments from the COUNTY to the CITY in the Annexation Area; and

**WHEREAS**, 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; and

**WHEREAS**, 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 right-of-way map in the public records; and

**WHEREAS**, the COUNTY and the CITY have determined that it is in the best interest of the parties that responsibility for the operation, maintenance, planning, design and construction of the Road Segments and of any future improvements thereto be transferred to the CITY.

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

1. The above recitals are true and correct and incorporated herein.
2. The jurisdiction, ownership and control of all public roads within the corporate limits of the Annexation Area of the City of Hialeah of the "Road Segments" heretofore designated as part of the County road system prior to the effective date of this agreement are hereby transferred and conveyed to the CITY road system, except of the following roads (which are hereafter referred to as "Exempt Roads"):
  - a. NW 138 Street, from I-75 to NW 107 Avenue;
  - b. NW 170 Street, from I-75 to NW 107 Avenue;
  - c. NW 97 Avenue, from NW 138 Street to NW 170 Street;
  - d. NW 107 Avenue, from NW 138 Street to NW 170 Street.
3. The COUNTY hereby assigns and transfers to the CITY all right, title and interest to streets, courts, avenues, canals, other rights-of-way, canal maintenance easements, drainage rights, and all other dedications for the use of the public and for all other proper purposes contained in the Plat of Rinker Lake, as recorded in Plat Book 82, page 47, of the Public Records of Miami-Dade County, Florida, and as accepted by County Resolution R-821-67; reserving, however, unto itself and the public, the right of access and use to and of all such plat dedication for COUNTY purposes, including drainage, of and from any rights-of-way retained or to be constructed by COUNTY in the area of said plat dedications. The COUNTY also assigns and transfers to the CITY the ownership and right to dispose of all spoil material severed or removed during the cleaning, widening or deepening of the canal as shown in the Plat of Rinker Lake.
4. The right and responsibility to regulate traffic and determine appropriate measures for and provide traffic control devices such as traffic signals, signs and pavement markings, including road closures or traffic-calming devices and setting the hours and days that construction by and Department or Agency of the County in or on any public street is not transferred to the CITY. The County retains jurisdiction over traffic engineering matters within the territorial area of Miami-Dade County including within municipalities, except state road rights of way.

5. The CITY agrees to accept all legal rights, responsibilities and obligations with respect to the Road Segments, including but not limited to the planning, design, construction, improvement, and maintenance of the Road Segments.

6. 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.

7. The CITY and the COUNTY agree that no indemnification or hold harmless agreement shall be in effect concerning any claims demands, damages and causes of action that may be brought against either party pursuant to this Agreement. The CITY and the COUNTY shall each individually defend any action or proceedings brought against their respective agencies pursuant to this Agreement and shall be individually responsible for all of their respective costs, attorneys' fees: incurred at the trial, appellate or administrative level, 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, except that the COUNTY shall remain liable and indemnify and hold harmless the CITY, its agents, officers and employees from any actions arising under Paragraph 7.

8. The COUNTY shall provide the CITY with all of the County's Engineering Division's Section Maps, which generally depict the rights-of-way.

9. Upon execution of this agreement, the County Manager and the Mayor shall determine a mutually agreeable date for the recordation and transfer of the Road Segments provided that such date shall be no later than \_\_\_\_\_ 2004.

10. The COUNTY shall provide the CITY with a list of all completed roadway projects for the Road Segments and, upon the Mayor's request, access to plans, specifications, drawings and permits for such projects. The COUNTY shall assign to the CITY and existing contractor or manufacturer warranties or guarantees for any completed roadway projects.

11. Whenever one of the parties to this Agreement desires to give notice to the other, such notice must be in writing, sent by U.S. Mail, certified, return receipt requested, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

George Burgess, County Manager  
Office of County Manager  
Stephen P. Clark Center

111 N.W. 1<sup>st</sup> Street, Suite 2910  
Miami, Florida 33128  
Telephone: (305) 375-5311  
Facsimile: (305) 375-4658  
For the CITY:

Raul L. Martinez  
Mayor  
City of Hialeah  
501 Palm Avenue  
Hialeah, Florida 33010  
Telephone: (305) 883-5800  
Facsimile: (305) 883-5992

12. The CITY and the COUNTY agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and there are no commitments, agreements or understanding concerning the subject matter of this Agreement that are not contained in this document. This Agreement cannot be modified or amended without the express written consent of the parties. Accordingly, no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written documents executed with the same formality and of equal dignity therewith.

13. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

14. The failure of either party to insist upon strict performance of any terms of this Agreement shall not be considered a waiver of any provisions set forth herein and shall not prevent enforcement of this Agreement.

15. Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by any parties and any attempt to make such assignment shall be void.

16. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

17. This Agreement shall be construed in accordance with the laws of the State of Florida and any proceedings arising in any matter pertaining to this Agreement shall, to the extent permitted by law, be held in Miami-Dade County, Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement of the respective dates under each signature: the COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through the County Manager, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2004, and the CITY, signing by and through its Mayor, authorized to execute same by Council action on the \_\_\_\_ day of \_\_\_\_\_, 2004.

Attest:

  
\_\_\_\_\_  
Daniel F. DeLoach (SEAL)  
City Clerk

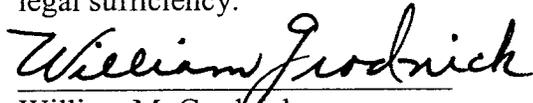
City of Hialeah  
A Florida Municipal Corporation

501 Palm Avenue  
Florida 33010



\_\_\_\_\_  
Raul L. Martinez  
Mayor

Approved as to form and  
legal sufficiency:

  
\_\_\_\_\_  
William M. Grodnick  
City Attorney

Date: 11-3-04

Attest:

\_\_\_\_\_  
Harvey Ruvin, Clerk

Miami-Dade County  
A political subdivision of  
The State of Florida

By its Board of County  
Commissioners

\_\_\_\_\_  
County Manager

Date: \_\_\_\_\_

Approved as to form and  
legal sufficiency:

\_\_\_\_\_  
County Attorney

**ROAD TRANSFER AGREEMENT**

**BETWEEN**

**MIAMI-DADE COUNTY, FLORIDA**

**AND**

**CITY OF HIALEAH**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between: Miami-Dade County, Florida, a political subdivision of the state of Florida, (the "COUNTY"), through its Board of County Commissioners,

**AND**

The CITY OF HIALEAH, a Florida municipal corporation existing under the laws of the state of Florida (the "CITY").

**WITNESSETH:**

**WHEREAS**, the CITY annexed approximately three square miles of land (the "Annexation Area"), legally described in Exhibit "1", a copy of which is attached hereto and made a part hereof.

**WHEREAS**, certain public roads on the County Road System are within the municipal limits of the City annexation Area (hereinafter referred to as "Road Segments"); and

**WHEREAS**, the COUNTY and the CITY are desirous of transferring the underlying title and responsibility for the planning, design, construction, improvement and maintenance for the Road Segments from the COUNTY to the CITY in the Annexation Area; and

**WHEREAS**, 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; and

**WHEREAS**, 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 right-of-way map in the public records; and

**WHEREAS**, the COUNTY and the CITY have determined that it is in the best interest of the parties that responsibility for the operation, maintenance, planning, design and construction of the Road Segments and of any future improvements thereto be transferred to the CITY.

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

1. The above recitals are true and correct and incorporated herein.
2. The jurisdiction, ownership and control of all public roads within the corporate limits of the Annexation Area of the City of Hialeah of the "Road Segments" heretofore designated as part of the County road system prior to the effective date of this agreement are hereby transferred and conveyed to the CITY road system, except of the following roads (which are hereafter referred to as "Exempt Roads"):
  - a. NW 138 Street, from I-75 to NW 107 Avenue;
  - b. NW 170 Street, from I-75 to NW 107 Avenue;
  - c. NW 97 Avenue, from NW 138 Street to NW 170 Street;
  - d. NW 107 Avenue, from NW 138 Street to NW 170 Street.
3. The COUNTY hereby assigns and transfers to the CITY all right, title and interest to streets, courts, avenues, canals, other rights-of-way, canal maintenance easements, drainage rights, and all other dedications for the use of the public and for all other proper purposes contained in the Plat of Rinker Lake, as recorded in Plat Book 82, page 47, of the Public Records of Miami-Dade County, Florida, and as accepted by County Resolution R-821-67; reserving, however, unto itself and the public, the right of access and use to and of all such plat dedication for COUNTY purposes, including drainage, of and from any rights-of-way retained or to be constructed by COUNTY in the area of said plat dedications. The COUNTY also assigns and transfers to the CITY the ownership and right to dispose of all spoil material severed or removed during the cleaning, widening or deepening of the canal as shown in the Plat of Rinker Lake.
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5. The CITY agrees to accept all legal rights, responsibilities and obligations with respect to the Road Segments, including but not limited to the planning, design, construction, improvement, and maintenance of the Road Segments.

6. 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.

7. The CITY and the COUNTY agree that no indemnification or hold harmless agreement shall be in effect concerning any claims demands, damages and causes of action that may be brought against either party pursuant to this Agreement. The CITY and the COUNTY shall each individually defend any action or proceedings brought against their respective agencies pursuant to this Agreement and shall be individually responsible for all of their respective costs, attorneys' fees: incurred at the trial, appellate or administrative level, 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, except that the COUNTY shall remain liable and indemnify and hold harmless the CITY, its agents, officers and employees from any actions arising under Paragraph 7.

8. The COUNTY shall provide the CITY with all of the County's Engineering Division's Section Maps, which generally depict the rights-of-way.

9. Upon execution of this agreement, the County Manager and the Mayor shall determine a mutually agreeable date for the recordation and transfer of the Road Segments provided that such date shall be no later than \_\_\_\_\_ 2004.

10. The COUNTY shall provide the CITY with a list of all completed roadway projects for the Road Segments and, upon the Mayor's request, access to plans, specifications, drawings and permits for such projects. The COUNTY shall assign to the CITY and existing contractor or manufacturer warranties or guarantees for any completed roadway projects.

11. Whenever one of the parties to this Agreement desires to give notice to the other, such notice must be in writing, sent by U.S. Mail, certified, return receipt requested, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

George Burgess, County Manager  
Office of County Manager  
Stephen P. Clark Center

111 N.W. 1<sup>st</sup> Street, Suite 2910  
Miami, Florida 33128  
Telephone: (305) 375-5311  
Facsimile: (305) 375-4658  
For the CITY:

Raul L. Martinez  
Mayor  
City of Hialeah  
501 Palm Avenue  
Hialeah, Florida 33010  
Telephone: (305) 883-5800  
Facsimile: (305) 883-5992

12. The CITY and the COUNTY agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and there are no commitments, agreements or understanding concerning the subject matter of this Agreement that are not contained in this document. This Agreement cannot be modified or amended without the express written consent of the parties. Accordingly, no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written documents executed with the same formality and of equal dignity therewith.

13. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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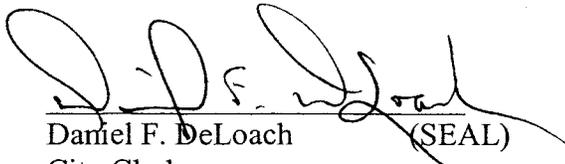
15. Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by any parties and any attempt to make such assignment shall be void.

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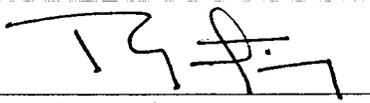
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Attest:

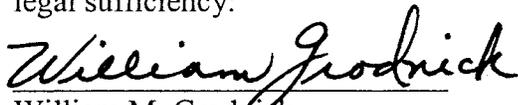
  
Daniel F. DeLoach (SEAL)  
City Clerk

City of Hialeah  
A Florida Municipal Corporation

501 Palm Avenue  
Florida 33010

  
Raul L. Martinez  
Mayor

Approved as to form and  
legal sufficiency:

  
William M. Grodnick  
City Attorney

Date: 11-3-04

Attest:

\_\_\_\_\_  
Harvey Ruvin, Clerk

Miami-Dade County  
A political subdivision of  
The State of Florida

By its Board of County  
Commissioners

\_\_\_\_\_  
County Manager

Date: \_\_\_\_\_

Approved as to form and  
legal sufficiency:

\_\_\_\_\_  
County Attorney

**ROAD TRANSFER AGREEMENT**

**BETWEEN**

**MIAMI-DADE COUNTY, FLORIDA**

**AND**

**CITY OF HIALEAH**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between: Miami-Dade County, Florida, a political subdivision of the state of Florida, (the "COUNTY"), through its Board of County Commissioners,

**AND**

The CITY OF HIALEAH, a Florida municipal corporation existing under the laws of the state of Florida (the "CITY").

**WITNESSETH:**

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**WHEREAS**, certain public roads on the County Road System are within the municipal limits of the City annexation Area (hereinafter referred to as "Road Segments"); and

**WHEREAS**, the COUNTY and the CITY are desirous of transferring the underlying title and responsibility for the planning, design, construction, improvement and maintenance for the Road Segments from the COUNTY to the CITY in the Annexation Area; and

**WHEREAS**, 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; and

**WHEREAS**, 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 right-of-way map in the public records; and

**WHEREAS**, the COUNTY and the CITY have determined that it is in the best interest of the parties that responsibility for the operation, maintenance, planning, design and construction of the Road Segments and of any future improvements thereto be transferred to the CITY.

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

1. The above recitals are true and correct and incorporated herein.
2. The jurisdiction, ownership and control of all public roads within the corporate limits of the Annexation Area of the City of Hialeah of the "Road Segments" heretofore designated as part of the County road system prior to the effective date of this agreement are hereby transferred and conveyed to the CITY road system, except of the following roads (which are hereafter referred to as "Exempt Roads"):
  - a. NW 138 Street, from I-75 to NW 107 Avenue;
  - b. NW 170 Street, from I-75 to NW 107 Avenue;
  - c. NW 97 Avenue, from NW 138 Street to NW 170 Street;
  - d. NW 107 Avenue, from NW 138 Street to NW 170 Street.
3. The COUNTY hereby assigns and transfers to the CITY all right, title and interest to streets, courts, avenues, canals, other rights-of-way, canal maintenance easements, drainage rights, and all other dedications for the use of the public and for all other proper purposes contained in the Plat of Rinker Lake, as recorded in Plat Book 82, page 47, of the Public Records of Miami-Dade County, Florida, and as accepted by County Resolution R-821-67; reserving, however, unto itself and the public, the right of access and use to and of all such plat dedication for COUNTY purposes, including drainage, of and from any rights-of-way retained or to be constructed by COUNTY in the area of said plat dedications. The COUNTY also assigns and transfers to the CITY the ownership and right to dispose of all spoil material severed or removed during the cleaning, widening or deepening of the canal as shown in the Plat of Rinker Lake.
4. The right and responsibility to regulate traffic and determine appropriate measures for and provide traffic control devices such as traffic signals, signs and pavement markings, including road closures or traffic-calming devices and setting the hours and days that construction by and Department or Agency of the County in or on any public street is not transferred to the CITY. The County retains jurisdiction over traffic engineering matters within the territorial area of Miami-Dade County including within municipalities, except state road rights of way.

5. The CITY agrees to accept all legal rights, responsibilities and obligations with respect to the Road Segments, including but not limited to the planning, design, construction, improvement, and maintenance of the Road Segments.

6. 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.

7. The CITY and the COUNTY agree that no indemnification or hold harmless agreement shall be in effect concerning any claims demands, damages and causes of action that may be brought against either party pursuant to this Agreement. The CITY and the COUNTY shall each individually defend any action or proceedings brought against their respective agencies pursuant to this Agreement and shall be individually responsible for all of their respective costs, attorneys' fees: incurred at the trial, appellate or administrative level, 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, except that the COUNTY shall remain liable and indemnify and hold harmless the CITY, its agents, officers and employees from any actions arising under Paragraph 7.

8. The COUNTY shall provide the CITY with all of the County's Engineering Division's Section Maps, which generally depict the rights-of-way.

9. Upon execution of this agreement, the County Manager and the Mayor shall determine a mutually agreeable date for the recordation and transfer of the Road Segments provided that such date shall be no later than \_\_\_\_\_ 2004.

10. The COUNTY shall provide the CITY with a list of all completed roadway projects for the Road Segments and, upon the Mayor's request, access to plans, specifications, drawings and permits for such projects. The COUNTY shall assign to the CITY and existing contractor or manufacturer warranties or guarantees for any completed roadway projects.

11. Whenever one of the parties to this Agreement desires to give notice to the other, such notice must be in writing, sent by U.S. Mail, certified, return receipt requested, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

George Burgess, County Manager  
Office of County Manager  
Stephen P. Clark Center

111 N.W. 1<sup>st</sup> Street, Suite 2910  
Miami, Florida 33128  
Telephone: (305) 375-5311  
Facsimile: (305) 375-4658  
For the CITY:

Raul L. Martinez  
Mayor  
City of Hialeah  
501 Palm Avenue  
Hialeah, Florida 33010  
Telephone: (305) 883-5800  
Facsimile: (305) 883-5992

12. The CITY and the COUNTY agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and there are no commitments, agreements or understanding concerning the subject matter of this Agreement that are not contained in this document. This Agreement cannot e modified or amended without the express written consent of the parties. Accordingly, no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written documents executed with the same formality and of equal dignity therewith.

13. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

14. The failure of either party to insist upon strict performance of any terms of this Agreement shall not be considered a waiver of any provisions set forth herein and shall not prevent enforcement of this Agreement.

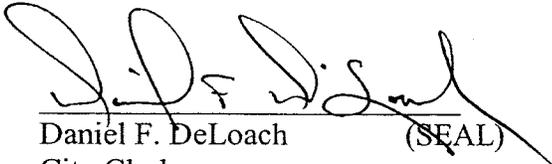
15. Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by any parties and any attempt to make such assignment shall be void.

16. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

17. This Agreement shall be construed in accordance with the laws of the State of Florida and any proceedings arising in any matter pertaining to this Agreement shall, to the extent permitted by law, be held in Miami-Dade County, Florida.

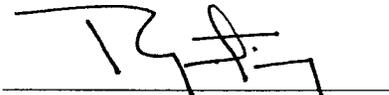
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement of the respective dates under each signature: the COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through the County Manager, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2004, and the CITY, signing by and through its Mayor, authorized to execute same by Council action on the \_\_\_\_ day of \_\_\_\_\_, 2004.

Attest:

  
Daniel F. DeLoach (SEAL)  
City Clerk

City of Hialeah  
A Florida Municipal Corporation

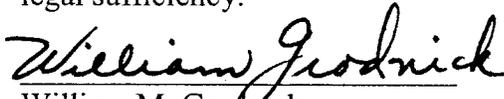
501 Palm Avenue  
Florida 33010



Raul L. Martinez  
Mayor

Date: 11-3-04

Approved as to form and  
legal sufficiency:

  
William M. Grodnick  
City Attorney

Attest:

\_\_\_\_\_  
Harvey Ruvim, Clerk

Miami-Dade County  
A political subdivision of  
The State of Florida

By its Board of County  
Commissioners

\_\_\_\_\_  
County Manager

Date: \_\_\_\_\_

Approved as to form and  
legal sufficiency:

\_\_\_\_\_  
County Attorney

**ROAD TRANSFER AGREEMENT**

**BETWEEN**

**MIAMI-DADE COUNTY, FLORIDA**

**AND**

**CITY OF HIALEAH**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between: Miami-Dade County, Florida, a political subdivision of the state of Florida, (the "COUNTY"), through its Board of County Commissioners,

**AND**

The CITY OF HIALEAH, a Florida municipal corporation existing under the laws of the state of Florida (the "CITY").

**WITNESSETH:**

**WHEREAS**, the CITY annexed approximately three square miles of land (the "Annexation Area"), legally described in Exhibit "1", a copy of which is attached hereto and made a part hereof.

**WHEREAS**, certain public roads on the County Road System are within the municipal limits of the City annexation Area (hereinafter referred to as "Road Segments"); and

**WHEREAS**, the COUNTY and the CITY are desirous of transferring the underlying title and responsibility for the planning, design, construction, improvement and maintenance for the Road Segments from the COUNTY to the CITY in the Annexation Area; and

**WHEREAS**, 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; and

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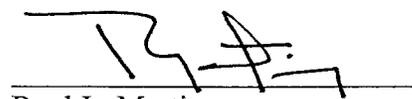
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Attest:

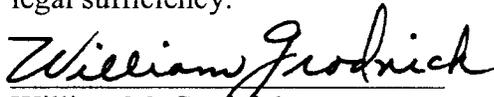
  
Daniel F. DeLoach (SEAL)  
City Clerk

City of Hialeah  
A Florida Municipal Corporation

501 Palm Avenue  
Florida 33010

  
Raul L. Martinez  
Mayor

Approved as to form and  
legal sufficiency:

  
William M. Grodnick  
City Attorney

Date: 11-3-04

Attest:

\_\_\_\_\_  
Harvey Ruvim, Clerk

Miami-Dade County  
A political subdivision of  
The State of Florida

By its Board of County  
Commissioners

\_\_\_\_\_  
County Manager

Date: \_\_\_\_\_

Approved as to form and  
legal sufficiency:

\_\_\_\_\_  
County Attorney

# CITY OF HIALEAH ROAD TRANSFER EXCEPTIONS

## Legend

-  Limits of Annexation
-  State Roads
-  County Streets
-  City Streets

