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

Memorandum

MIAMI-DADE COUNTY

Date: June 3, 2008

Agenda Item No. 8(L)(1)(A)

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Resolution No. R-648-08

Subject: Interlocal Agreement with the Town of Cutler Bay for the Transfer of Public Roads

---

Recommendation

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution authorizing the execution of a Road Transfer Agreement between Miami-Dade County and the Town of Cutler Bay (Town).

Scope

The agreement establishes the terms and conditions between the County and the Town for the transfer of public roads within the municipal boundaries of the Town from the County's road system to the Town's road system.

Fiscal Impact/Funding Source

The transfer of roads will not have a fiscal impact on the County. The Town is currently paying the County for the maintenance of these roads, once the roads have been transferred, the Town will maintain the roads through in-house resources or contractors.

Track Record/Monitor

Upon approval of the proposed agreement, the County will transfer all municipal roads within the Town's boundaries. The Miami-Dade County Public Works Department will continue to have jurisdiction over the roads in Exhibit A of the agreement and over all traffic engineering functions such as traffic signals, signs and pavement markings within the Town's local roads.

Background

The Town has requested that the County proceed with the Road Transfer Agreement to convey jurisdiction, ownership and control of public roads within its municipal boundaries, currently designated as part of the County's road system to the Town's road system. Miami-Dade County's Public Works Department staff and the Town have evaluated the County's road system within the municipal boundaries of the Town. An agreement has been reached by which Miami-Dade County will retain the roads listed in Exhibit A of the attached interlocal agreement.

Section 1.01(1) of the Miami-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 Code gives the Miami-Dade County Public Works Department exclusive jurisdiction to regulate vehicular traffic in Miami-Dade County including municipalities. The County will continue to perform these functions for all of the roads within the Town's municipal boundaries.

The transfer of jurisdictional functions outlined in the proposed agreement will grant the Town the authority and responsibility to maintain the existing right-of-way and infrastructure of all transferred roads, including road surfaces, sidewalks, and landscaping. The Town will assume liability for these rights and responsibilities upon execution of the agreement. The County will retain jurisdiction over the right and responsibility to regulate traffic and determine appropriate measures for and provide traffic control devices such as traffic-calming devices.

Attachment

Jennifer Glazer-Moon
Director, Office of Strategic Business Management

cmo 14908

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: June 3, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(L)(1)(A)

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 _____

Agenda Item No. 8(L)(1)(A)

6-3-08

RESOLUTION NO. **R-648-08**

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF CUTLER BAY TO TRANSFER THE JURISDICTION, OWNERSHIP AND CONTROL OF PUBLIC ROADS WITHIN THE CORPORATE LIMITS OF THE TOWN OF CUTLER BAY; AUTHORIZING THE COUNTY MAYOR TO EXECUTE THE AGREEMENT IN SUBSTANTIALLY THE FORM ATTACHED AND TAKE ANY ACTION REQUIRED BY THE COUNTY HEREIN

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 the Agreement by and between Miami-Dade County, Florida, and the Town of Cutler Bay is hereby approved and the Board authorizes the Mayor or designee to execute the agreement in substantially the form attached and take any action required by the County herein.

The foregoing resolution was offered by Commissioner **Carlos A. Gimenez**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman **aye**
Barbara J. Jordan, Vice-Chairwoman **aye**

Jose "Pepe" Diaz	**absent**	Audrey M. Edmonson	**absent**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Joe A. Martinez	**aye**	Dennis C. Moss	**aye**
Dorrin D. Rolle	**absent**	Natacha Seijas	**absent**
Katy Sorenson	**aye**	Rebeca Sosa	**absent**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of June, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. CHC

Craig H. Coller

ROAD TRANSFER AGREEMENT

Between

MIAMI-DADE COUNTY, FLORIDA

And

TOWN OF CUTLER BAY

THIS AGREEMENT made and entered into this ____ day of _____, 2008, 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 TOWN OF CUTLER BAY, a Florida municipal corporation existing under the laws of the state of Florida (the "TOWN").

W I T N E S S E T H:

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

WHEREAS, the COUNTY and the TOWN are desirous of transferring the underlying title and responsibility for the planning, design, construction, improvement and maintenance for the Road Segments **(excluding stormwater drainage related functions)** from the COUNTY to the TOWN; 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 TOWN; 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 TOWN 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 TOWN.

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, as defined in Section 334.03 (23), Florida Statutes, within the corporate limits of the TOWN OF CUTLER BAY 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 TOWN road system, except for the following roads (which are hereafter referred to as "Exempt Roads") as listed in the attached Exhibit "A". In addition, as defined in Section 10.1, Miami-Dade County Code, the Miami-Dade Public Works Department shall remain as the administrative agency for issuing permits for work in, on, under, or over public street, thoroughfares, waterways, and utility easements on Exempt Roads.

3. The right and responsibility of all traffic engineering matters 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 is not transferred to the TOWN. The COUNTY retains jurisdiction over all traffic engineering matters within the territorial area of Miami-Dade County including within municipalities, except state road rights of way.

4. The TOWN 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 **(excluding stormwater drainage related functions)**.

5. The COUNTY shall remain responsible for the planning, design, construction, improvement and maintenance of all stormwater drainage related functions of the Road Segments at the same level of service provided in UMSA, and until such time that the Miami-Dade County Board of County Commissioners approves the TOWN's request for exemption (op-out) of the Miami-Dade County Stormwater Utility.

6. 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. Except as otherwise provided herein, the TOWN 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 TOWN 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, 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 ,provided, however that the County shall **to the extent permitted by law and as limited by Section 768.28, Florida Statutes** remain liable and defend, indemnify and hold harmless the Town, its Agents, officers and employees from any claim, dispute, action or suit arising under Paragraph (5). The County shall also **to the extent permitted by law and as limited by Section 768.28, Florida Statutes** defend, indemnify and hold harmless the Town its Agents, officers and employees from any claim, dispute, action or suit alleging any injury as a result of the COUNTY's performance or failure to perform the duties assumed by the COUNTY pursuant to Paragraph (3) or (10) hereof.

7. The COUNTY within thirty (30) days of the execution of this agreement shall provide the TOWN with all of the County's Engineering Division's Section Maps, which generally depict the rights-of-way.

8. Upon execution of this Agreement, the County Manager and TOWN Manager shall determine a mutually agreeable date for the recordation and transfer of the Road Segments following the approval of this road transfer agreement by the Board of County Commissioners. A "comprehensive" listing of all the public and/or private road segments that have been transferred to the Town will be provided to the Town Manager.

9. The COUNTY shall provide the TOWN with a list of all completed, planned and/or unfunded roadway/sidewalk/stripping projects for the Road Segments and, upon the Town Manager's request, access to Plans, Specifications, Drawings, and Permits for such projects. The COUNTY shall assign to the TOWN any existing contractor or manufacturer warranties or guarantees for any completed Roadway Projects.

10. 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 M. Burgess
County Manager
County Manager's Office
Stephen P. Clark Center
111 N.W. 1st Street, Suite 2910
Miami, Florida 33128
Telephone: (305) 375-5311
Facsimile: (305) 375-4658

For the TOWN:

Steven J. Alexander
Town Manager
Town of Cutler Bay
10720 Caribbean Boulevard, Suite 105
Cutler Bay, FL 33189
Telephone: (305) 234-4262
Facsimile: (305) 234-4251

11. The TOWN 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 understandings 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 document executed with the same formality and of equal dignity therewith.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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 on 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 _____, 2008, and the TOWN, signing by and through its Manager, authorized to execute same by Council action on the ____ day of _____, 2008.

(Signature page follows)

ATTEST:

TOWN OF CUTLER BAY
INCORPORATED
2005
FLORIDA

TOWN OF CUTLER BAY,
a municipal corporation

By _____
Town Clerk

By STEVEN ALEXANDER
Town Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
Town Attorney

MIAMI-DADE COUNTY
a political subdivision of
the State of Florida
By its Board of County
Commissioners:

_____
County Manager

Date:_____

ATTEST:
HARVEY RUVIN, CLERK

By_____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By_____
County Attorney

EXHIBIT A

COUNTY MAINTAINED ROADWAYS IN THE TOWN OF CUTLER BAY

County Maintained Roadways in Cutler Bay				
Facility	From	To	Centerline Miles	Lane Miles
Old Cutler Road	SW 224th Street	SW 184th Street	3.27	6.54
SW 87th Avenue	SW 232nd Street	SW 184th Street	3.24	6.48
SW 97th Avenue	SW 232nd Street	SW 184th Street	2.02	4.04
Franjo Road	Old Cutler Road	SW 97th Avenue	1.24	2.48
Marlin Road	Old Cutler Road	South Dade Transportation Corridor (Busway)	1.64	3.28
SW 184th Street	US – 1	West line of Biscayne National Park	2.59 (paved) 0.23 (unpaved)	5.18 (paved) 0.46 (unpaved)
Caribbean Blvd.	South Dade Transportation Corridor (Busway)	SW 87th Avenue	2.88	5.76
SW 211th Street	SW 112th Avenue	HEFT	0.55	1.10
SW 216th Street	SW 103rd Avenue	SW 80th Avenue (theoretical)	1.67	3.34
SW 232nd Street	SW 97th Avenue	West line of Biscayne National Park	1.02 (paved) 1.10 (unpaved)	2.04 (paved) 2.20 (unpaved)
SW 77th Avenue	Lot 1 in the SW ¼ of Section 2-56-40 Tenalla Ocean Farms	SW 216th Street	1/13 (unpaved)	2.26 (unpaved)
SW 78th Court	SW 199th Terrace – SW 197th Terrace	SW 200th Terrace – SW 204th Street	0.32 (unpaved)	0.64 (unpaved)
SW 78th Avenue	SW 196th Street	SW 207th Street	0.70 (unpaved)	1.40 (unpaved)
SW 224th Street	SW 87th Avenue	NW ¼ of Section 15-56-40	0.1 (paved) 0.18 (unpaved)	0.2 (paved) 0.36 (unpaved)
SW 216th Street	SW 77th Avenue	Lot 127 in the SW ¼ of Section 15-56-40 in Tenalla Ocean Farms	0.12 (unpaved)	0.24 (unpaved)

EXHIBIT A

SW 212th Street	SW 77th Avenue	Lot 92 and 101 in the SW ¼ of Section 11-56-40 in Tenalla Ocean Farms	0.31 (unpaved)	0.62 (unpaved)
SW 208th Street	Tract "F" of Saga Bay Townhomes First Addition	Biscayne National Park	0.67 (unpaved)	1.34 (unpaved)
SW 207th Street	SW 80th Court	SW 78th Avenue	0.11 (unpaved)	0.22 (unpaved)
SW 204th Terrace	SW 79th Avenue	SW 78th Avenue	0.08 (unpaved)	0.16 (unpaved)
SW 204th Street	SW 79th Avenue	SW 78th Court	0.65 (unpaved)	1.30 (unpaved)
SW 204th Street	SW 78th Avenue	Biscayne National Park		
SW 200th Terrace	SW 79th Avenue	SW 78th Court	0.05 (unpaved)	0.10 (unpaved)
SW 200th Street	SW 78th Place	Biscayne National Park	0.12 (unpaved)	0.24 (unpaved)
SW 199th Terrace	SW 78th Place	SW 78th Court	0.04 (unpaved)	0.08 (unpaved)
Total for County Maintained Roadway			20.22 (paved) 5.81 (unpaved)	40.26 (paved) 11.62(unpaved)

13