

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

**MEMORANDUM**

Agenda Item No. 11(A)(1)

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**TO:** Honorable Chairman Dennis C. Moss  
and Members, Board of County Commissioners

**DATE:** October 19, 2010

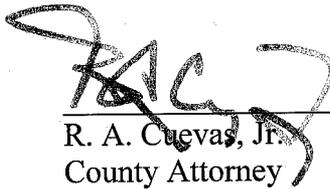
**FROM:** R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Resolution approving an  
Interlocal Agreement between  
Miami-Dade County and the  
City of Sweetwater in  
connection with the proposed  
annexation by the City of  
Sweetwater

Resolution No. R-1052-10

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The accompanying resolution was prepared and placed on the agenda at the request of the Board of County Commissioners.

  
\_\_\_\_\_  
R. A. Cuevas, Jr.  
County Attorney

RAC/jls

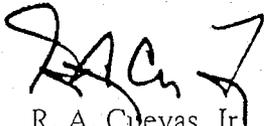


# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Dennis C. Moss  
and Members, Board of County Commissioners

**DATE:** October 19, 2010

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

**SUBJECT:** Agenda Item No. 11(A)(1)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

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

Agenda Item No. 11(A)(1)  
10-19-10

RESOLUTION NO.      R-1052-10

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF SWEETWATER IN CONNECTION WITH THE PROPOSED ANNEXATION BY THE CITY OF SWEETWATER; AUTHORIZING THE COUNTY MAYOR OR DESIGNEE TO EXECUTE THE AGREEMENT IN SUBSTANTIALLY THE FORM ATTACHED AND TAKE ANY ACTION REQUIRED BY THE COUNTY HEREIN

**WHEREAS**, Section 6.04 of the Home Rule Charter establishes the framework by which the Board of County Commissioners of Miami-Dade County, after obtaining the approval of the municipal governing bodies concerned, after hearing the recommendations of the Planning Advisory Board, and after a public hearing, may by ordinance effect boundary changes; and

**WHEREAS**, on February 5, 2009, the City of Sweetwater submitted an application for the annexation of unincorporated areas adjacent to the City; and

**WHEREAS**, Ordinance No. 10-70 of the Code of Miami-Dade County approved the annexation subject to conditions, including that Miami-Dade County and the City of Sweetwater enter into this Interlocal Agreement,

**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 City of Sweetwater 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 Prime Sponsor of the foregoing resolution is the Board of County Commissioners. It was offered by Commissioner Jose "Pepe" Diaz, who moved its adoption. The motion was seconded by Commissioner Dorrin D. Rolle and upon being put to a vote, the vote was as follows:

Denis C. Moss, Chairman	aye		
Jose "Pepe" Diaz, Vice-Chairman	aye		
Bruno A. Barreiro	aye	Audrey Edmonson	aye
Carlos A. Giménez	aye	Sally A. Heyman	aye
Barbara J. Jordan	aye	Joe A. Martinez	absent
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	nay	Rebeca Sosa	absent
Sen. Javier D. Souto	absent		

The Chairman thereupon declared the resolution duly passed and adopted this 19<sup>th</sup> day of October, 2010. 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: **DIANE COLLINS**  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Craig H. Collier

## Interlocal Agreement

This agreement is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Miami-Dade County, Florida ("County") and the City of Sweetwater ("City"), a Florida municipal corporation.

### 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 described in the accompanying ordinance (the "Annexed Property"); and

**WHEREAS**, the City and the County desire to enter into an agreement that will provide for points of compromise and other matters.

**WHEREAS**, certain public roads on the County Road System are within the Annexed Property (hereinafter referred to as "Road Segments"); and

**WHEREAS**, the County and the City are desirous of transferring the underlying title and responsibility for the operation, maintenance, planning, design and construction of the Road Segments (**excluding traffic engineering functions for all Road Segments and stormwater drainage related functions for the Exempt Roads**) from the County to the City; 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 (**excluding traffic engineering functions**

**for all Road Segments and stormwater drainage related functions for the Exempt Roads)**  
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:

**A. Debt Service. Obligations of the City.**

1. **Utility Taxes and Franchise Fees.** Pursuant to current applicable law and the Code of Miami-Dade County, the County shall continue to receive and retain the electrical franchise fee generated from the Annexed Property area through the life of the franchise agreement granted by Miami-Dade County Ordinance 89-81, and utility tax revenues derived from the Annexed Property in perpetuity.
2. **Stormwater Utility Debt Service.** The City agrees to pay the County the Annexed Property area's remaining stormwater utility debt service yearly payments calculated at \$39,200 until 2029. If the City desires to make the one-time payment, the City will make a payment of \$665,660, 30 days after the execution of this agreement.

- B. Solid Waste Disposal** Pursuant to Section 20-8.4 of the Miami-Dade County Code, the County shall forever continue to collect and dispose of all residential waste within the Annexed Property in the same manner as though such Annexed Property area 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 twenty (20) year interlocal agreement which provides for the collection services, and a twenty (20) year interlocal agreement which provides for disposal services in substantially the form approved by Resolution R1198-95.

**C. Transfer of Public Roads**

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 Annexed Property 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 for the following roads (which are hereafter referred to as "Exempt Roads") as listed below:

NW 107<sup>th</sup> Avenue from CSX North R/W line to NW 25<sup>th</sup> Street  
NW 112<sup>th</sup> Avenue from CSX North R/W line to NW 25<sup>th</sup> Street  
West Flagler St. from NW 117th Ave to NW 113th Ave  
NW 25<sup>th</sup> Street from HEFT to NW 107<sup>th</sup> Avenue  
NW 12<sup>th</sup> Street from HEFT to NW 107<sup>th</sup> Avenue

In addition, as defined in Section 10-1, Miami-Dade County Code, the Miami-Dade Public Works Department shall remain as the administrative agency with responsibility for issuing permits and collecting fees for work in, on, under, or over public streets, 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 and install, maintain, modify or remove traffic control devices such as traffic signals, signs and pavement markings, including road closures (except for temporary closures for special events which authority shall remain with the City), roundabouts or other traffic-calming devices within the Annexed Property remains with the County. Nothing herein diminishes the County's jurisdiction over all traffic engineering matters within the territorial area of Miami-Dade County including within municipalities, except State road rights of way. Setting the hours and days that construction by any

Department or Agency of the County in or on any public street shall be reserved to the County with prior informed consent of the City. The right and responsibility to issue permits or to collect any fees for any construction, including utility work, and within the public rights of way of the Exempt Roads, is not transferred 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 non-exempt roads within the Annexed Property 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 Agency for work within the Annexed Property. The County shall have the authority to issue permits and collect fees for private driveway connections to the Exempt Roads within the Annexed Property as a part of the overall site plan review and permitting process.

4. 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 excluding traffic engineering for all Road Segments and stormwater drainage related functions for Exempt Roads.
5. 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 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, 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 City, its Agents, officers and employees from any claim, dispute, action or suit arising with respect to stormwater related drainage functions on the Exempt Roads. 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 City 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 (C), hereof.

6. The County within thirty (30) days of the execution of this agreement shall provide the City with all of the County's Engineering Division's Section Maps, which generally depict the rights-of-way.
7. Upon execution of this Agreement, the County Manager and City Mayor shall determine a mutually agreeable date for the recordation and transfer of the Road Segments (excluding the Exempt Roads) following the approval of this interlocal agreement by the Board of County

Commissioners. A listing of all the road segments being transferred to the City will be provided to the City Mayor.

8. The County shall provide the City with a list of all completed, planned and/or unfunded roadway/sidewalk/stripping projects for the Road Segments and, upon the City Mayor's request, access to Plans, Specifications, Drawings, and Permits for such projects. The County shall assign to the City any existing contractor or manufacturer warranties or guarantees for any completed Roadway Projects.
9. 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. 1<sup>st</sup> Street, Suite 2910  
Miami, Florida 33128  
Telephone: (305) 375-5311  
Facsimile: (305) 375-4658

For the City:

Honorable Manuel Maroño  
City Mayor  
500 SW 109<sup>th</sup> Avenue  
Sweetwater, FL 33174  
Telephone: (305) 221-0411  
Facsimile: (305)

**D. Term.**

The provisions of this agreement shall be in full force and effect commencing on the date of the execution of this agreement and continuing in perpetuity.

**E. Representation by the City and the County.**

Each party represents that his agreement has been duly approved and executed by its governing body and that it has the required power and authority to enter into and perform the obligations hereunder.

**F. Invalidation of Provisions, Severability.**

Wherever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this agreement is prohibited or invalid under applicable law, the remaining provisions of this interlocal agreement shall not be affected by such invalidity.

**G. Existing Agreements.**

Any and all existing interlocal agreements between the County or any of its departments of agencies (such as but not limited to DERM, WASD, Public

Safety, etc.) and the City of Sweetwater shall remain in full force and effect and shall not be altered, changed, modified, amended or terminated as a result of this agreement.

**H. Effective Date and Term.**

The provisions of this agreement shall be in full force and effect commencing on the date of the execution of this agreement and continuing in perpetuity. This agreement is contingent upon: (1) the filing with the Clerk of this Board, within 30 days after enactment of Ordinance No. \_\_\_\_\_, a resolution of the City of Doral consenting to the subject City of Sweetwater annexation and, (2) the results of a special election determined by a majority of the qualified electors within the proposed annexation area for the sole purpose of deciding whether such area shall be annexed to the City of Sweetwater. In the event the election result favors the annexation of the area into the City of Sweetwater, the County Manager is authorized to implement a plan to transition municipal services from the County to the City. Such transition shall not exceed 90 days after the special election.

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

Attest: CITY OF SWEETWATER, FLORIDA

By: \_\_\_\_\_

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

Approved for legal sufficiency and form:

\_\_\_\_\_  
City Attorney

Attest:  
Harvey Ruvin, Clerk

MIAMI-DADE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
Mayor Carlos Alvarez or designee Date

Approved for legal sufficiency and form:

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