

RESOLUTION NO. 03-119

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA PROVIDING FOR APPROVAL OF THE ROAD TRANSFER AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF MIAMI LAKES; PROVIDING FOR THE TRANSFER OF OWNERSHIP AND RESPONSIBILITY OF PUBLIC ROADS FROM THE COUNTY TO THE TOWN; AUTHORIZING THE TOWN MANAGER TO FINALIZE THE TERMS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZATION OF TOWN OFFICIALS; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, certain public roads in the County Road System (the “ Road Segments”), currently under the jurisdiction of Miami-Dade County (the “ County”), are within the municipal limits of the Town of Miami Lakes (the “ Town”); and

WHEREAS, the County and the Town have determined that it is in the best interests of the parties to transfer to the Town the responsibility for the operations, maintenance, planning, design and construction of the Road Segments and any future improvements;

WHEREAS, public roads may be transferred between jurisdictions only be mutual agreement of the affected governmental entities, according to Section 335.0415, Florida Statutes; and

WHEREAS, the Town Council finds that the approval of this Road Transfer Agreement (the “ Agreement”) is in the best interests of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

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

Section 2. Approval of Agreement. The Road Transfer Agreement between Miami-Dade County and the Town of Miami Lakes, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

Section 3. Authorization of Funds Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 4. Authorization of Town Officials. The Town Manager and Town Attorney are authorized to take all action necessary to implement the terms and conditions of the Agreement, including the preparation, execution and recordation of any required documents.

Section 5. Execution of Contract. The Mayor is authorized to execute the Agreement on behalf of the Town and to execute such other documents that may be necessary to affect the transfer of the Road Segments.

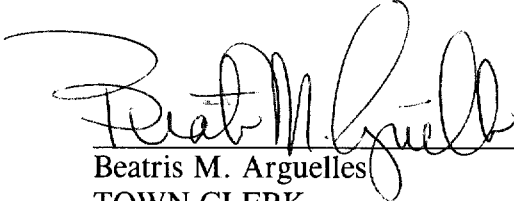
Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 14th day of February, 2003.



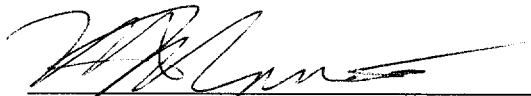
WAYNE SLATON, MAYOR

ATTEST:



Beatris M. Arguelles
TOWN CLERK

APPROVED AS TO LEGAL SUFFICIENCY:



Weiss, Serota, Helfman, Pastoriza & Guedes, P.A.
TOWN ATTORNEY

Resolution No. 119

ROAD TRANSFER AGREEMENT

Between

MIAMI-DADE COUNTY, FLORIDA

And

THE TOWN OF MIAMI LAKES

THIS AGREEMENT made and entered into this 11th day of February, 2003, 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 MIAMI LAKES, a Florida municipal corporation existing under the laws of the state of Florida (the "TOWN").

WITNESSETH:

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 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 Miami Lakes (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"):

(a) N.W. 87th Avenue, from N.W 138 Street to N.W 154 Street; and

(b) N.W. 67th Avenue, from N.W. 138 Street to State Road 826 (Palmetto Expressway)

3. 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 is not transferred to the Town. 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.

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.

5. 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.

6. 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, except that the COUNTY shall remain liable and indemnify and hold harmless the Town, its agents, officers and employees from any actions arising under Paragraph 7.

7. The COUNTY 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 provided that such date shall be no later than _____, 2003. A comprehensive listing of all the Road Segments that have been transferred to the Town will be provided to the Town Manager at said meeting.

9. Several roadway improvement projects (the "Projects") for the Road Segments have been identified by the COUNTY and are presently funded by Federal Emergency Management Grants ("FEMA") and Quality Neighborhood Improvement Programs ("QNIP") funds. The COUNTY shall continue to perform the Projects listed in the attached Exhibit "A" and complete same, notwithstanding any contrary provisions in this Agreement.

10. The COUNTY shall provide the TOWN with a list of all completed roadway 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.

11. Whenever any of the parties 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:

Steve Shiver
Office of the County Manager
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:

Alex Rey
Town Manager
Town of Miami Lakes
6853 Main Street
Miami Lakes, FL 33014
Telephone: (305) 558-8244
Facsimile: (305) 558-8511

With a copy to:

Weiss Serota Helfman Pastoriza & Guedes, P.A.
Town Attorneys
Attention: Nina L. Boniske, Esq.
2665 South Bayshore Drive, Suite 420
Miami, FL 33133
Telephone: (305) 854-0800
Facsimile: (305) 854-2323

12. 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.

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.

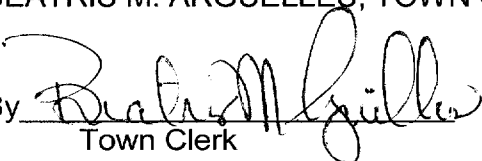
17. This Agreement shall be construed in accordance with the laws of the State of Florida and any proceedings arising in any matter pertaining to this Agreement shall, to the extent permitted by law, be held in Miami-Dade County, Florida.

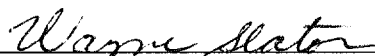
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the ____ day of _____, 2003, and the TOWN, signing by and through its Mayor, authorized to execute same by Council action on the 11th day of February, 2003.

ATTEST:


TOWN OF MIAMI LAKES,
a municipal corporation

BEATRIS M. ARGUELLES, TOWN CLERK

By 
Town Clerk


by: Wayne Slaton, Mayor

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

ATTEST:
HARVEY RUVIN, CLERK

By _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By _____
County Attorney

EXHIBIT "A"

FEMA PUBLIC WORKS PROJECTS

PW No	Site	FEMA Appr.	Location	From/To	Dist.	Type
3057	11135	\$194,003.29	NW 163 rd St.	57 Ave/59 Ave	13	Drain.
3058	11136	\$181,827.98	NW 59 th Ave.	163 St/167 St	13	Drain.
3059	11137	\$194,003.29	NW 165 th Terr.	57 Ave/59 Ave	13	Drain.
66	278	\$96,929.00	NW 78 Pl.	167 St/169 Terr	12	Reco.
66	279	\$73,912.53	NW 79 Ave.	154 St/167 Terr	12	Reco.
66	280	\$33,634.48	NW 79 Pl	167 Terr/169 Terr	12	Reco.
66	292	\$85,212.71	NW 163 Terr.	79 Ave/82 Ave	12	Resurf.
66	293	\$30,806.48	NW 164 Terr.	79 Ave/82 Ave	12	Resurf.
66	294	\$61,409.70	NW 166 Terr.	79 Ave/82 Ave	12	Resurf.
66	296	\$30,806.70	NW 167 Terr.	79 Ave/82 Ave	12	Resurf.
66	297	\$154,474.86	NW 167 Terr.	82 Ct/83 Pl	12	Reco.
66	298	\$24,006.27	NW 168 St.	79 Ave/82 Ave	12	Resurf.
66	300	\$131,458.24	NW 169 Terr.	167 St/169 Terr	12	Reco.
66	6132	\$20,605.41	NW 78 Pl.	79 Ave/82 Ave	12	Resurf.
66	6133	\$34,823.20	NW 169 Terr.	57 Ave/59 Ave	12	Resurf.