



776 N.E. 125 Street, North Miami, Florida 33161

Council Report

To: The Honorable Mayor and City Council

From: Wisler Pierre-Louis, P.E., Public Works Director 

Date: September 13, 2016

RE: **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY ATTORNEY AND THE CITY MANAGER TO NEGOTIATE AND EXECUTE A MAINTENANCE AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND MIAMI-DADE COUNTY TO MAINTAIN TRAFFIC CALMING DEVICES INSTALLED BY THE CITY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE RESIDENTS; AND PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.**

RECOMMENDATION

Staff is requesting that the Mayor and City Council pass and adopt the proposed resolution authorizing the City Attorney and City Manager to negotiate and execute a maintenance agreement between the City and Miami-Dade County to maintain traffic calming devices installed by the City to protect the health, safety, and welfare of the residents.

BACKGROUND

Residents throughout the City of North Miami complain about automobiles speeding on local residential streets. In addition to Police enforcement efforts, the Public Works department has worked on developing ways to slow cars using traffic control devices. These devices include speed humps, traffic circles, raised intersections, road narrowing, regulatory signs, and electronic feedback signs.

Pursuant to Section 2-96.1 of the Miami-Dade County Code, all traffic control devices and traffic engineering functions are under the exclusive jurisdiction of the County, even on City roads. Therefore, the City must enter into an agreement with the County for the maintenance of any devices which are installed. This agreement holds the City responsible for the installation and maintenance of 25 mph signs and electronic speed feedback signs in locations that are approved by the County.

ATTACHMENTS

Resolution
Maintenance Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE AN INTERGOVERNMENTAL AGENCY AGREEMENT WITH MIAMI-DADE COUNTY, IN SUBSTANTIALLY THE ATTACHED FORM, FOR THE INSTALLATION AND MAINTENANCE OF TRAFFIC CALMING DEVICES CONSISTING OF 25 MILES PER HOUR SPEED LIMIT SIGNS AND ELECTRONIC SPEED FEEDBACK SIGNS TO BE INSTALLED AND OPERATED BY THE CITY OF NORTH MIAMI AT DESIGNATED LOCATIONS THROUGHOUT THE CITY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, residents throughout the City of North Miami (“City”) have complained about speeding vehicles on City streets; and

WHEREAS, in response to such complaints, City administration has conducted a Citywide Traffic Calming Study to ascertain the viability of installing traffic calming devices, subject to Miami-Dade County (“County) Traffic Flow Modification Procedures; and

WHEREAS, the City is the owner of the rights-of-way on which the traffic calming devices will be installed; and

WHEREAS, the Miami-Dade County (“County”) Traffic and Transportation Department must approve the installation of traffic of all calming devices, including 25 miles per hour speed limit signs and speed feedback signs (“Devices”), and requires maintenance agreements for the Devices as a condition of its approval, pursuant to Sections 2-95.1 and 2-96.1, County Code of Ordinances; and

WHEREAS, the parties agree that it would be beneficial to both the County and the City to have the City install and maintain the Devices, in accordance with the attached Intergovernmental Agency Agreement; and

WHEREAS, the Mayor and City Council hereby authorize the execution of the Intergovernmental Agency Agreement, to the benefit of the public health, safety and welfare.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. Authority of City Manager and City Attorney. The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager and City Attorney to negotiate and execute an Intergovernmental Agency Agreement with Miami-Dade County, in substantially the attached form, for the installation and maintenance of traffic calming devices consisting of 25 miles per hour speed limit signs and electronic speed feedback signs to be installed and operated by the City of North Miami at designated locations throughout the City.

Section 2. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this _____ day of _____, 2016.

DR. SMITH JOSEPH
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

JEFF P. H. CAZEAU, ESQ.
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Mayor Smith Joseph, D.O., Pharm. D.	_____ (Yes)_____ (No)
Vice Mayor Alix Desulme	_____ (Yes)_____ (No)
Councilman Scott Galvin	_____ (Yes)_____ (No)
Councilwoman Carol Keys, Esq.	_____ (Yes)_____ (No)
Councilman Philippe Bien-Aime	_____ (Yes)_____ (No)

**INTERGOVERNMENTAL AGENCY AGREEMENT
FOR THE INSTALLATION AND MAINTENANCE OF 25 MPH SPEED LIMIT SIGNS AND
INSTALLATION OF ELECTRONIC SPEED FEEDBACK SIGNS OPERATED AND
MAINTAINED BY THE CITY OF NORTH MIAMI**

THIS INTERGOVERNMENTAL AGENCY AGREEMENT FOR INSTALLATION AND MAINTENANCE OF 25 MPH SIGNS AND SPEED FEEDBACK SIGNS MAINTAINED BY THE CITY OF NORTH MIAMI (**AGREEMENT**), made and entered into this ____ day of _____, 2016, by and between the **CITY OF NORTH MIAMI, FLORIDA**, a municipal corporation of the STATE OF FLORIDA (hereinafter referred to as the “**City**”) and **MIAMI-DADE COUNTY**, a political subdivision of the STATE OF FLORIDA (hereinafter referred to as the “**County**”).

WITNESSETH

WHEREAS, the City has requested the County to allow the City to install and maintain 25 mph regulatory signs and electronic speed feedback signs (hereinafter referred to as “**Devices**”) in approved locations by the County; and

WHEREAS, the County is the agency responsible for the operation and maintenance of all traffic control devices within Miami Dade County; and

WHEREAS the County and the City agree that nothing contained in this agreement shall diminish or impact the rights of either entity with respect to jurisdiction, sovereign or permitting powers, or in any other matter related to the installation, use and maintenance of Devices unless specifically set forth herein, including but not limited to any County powers under Section 2-95.1 of the Miami-Dade County Code.

NOW THEREFORE, the City and the County agree as follows:

1. The recitals set forth above are incorporated herein by reference.
2. The City shall be allowed to install Devices in locations approved by the County.
3. Purchase and installation of Devices shall be carried out in accordance to County approved standards, procedures, and material requirements.
4. The City shall be responsible for the aesthetics of all installed devices (e.g. peeling, graffiti, flyers, stickers, etc.).
5. The City shall be responsible for the periodic maintenance of installed devices.
6. If the City fails to maintain the devices they shall be responsible for any and all costs incurred by the County to replace them or remove them.
7. The City shall be responsible for responding to traffic accidents including repair and replacement of all components damaged by such.

8. Prior to installation the City shall submit design plans for the location of the Devices in order to obtain County approval.
9. The City assumes liability for any damages, including but not limited to accidents and/or injuries which may or are alleged to occur or arise out of the installation of listed traffic control devices, and hereby indemnifies and saves harmless the COUNTY from any and all claims arising out of or relating to the installation of devices. Neither the City nor the County in any way waives its rights and immunities under Section 768.28, Florida Statutes.
10. Notwithstanding any other provision contained herein, no third party beneficiaries are created with respect to any claims against the County by virtue of this Agreement.
11. Nothing contained herein shall be construed to discharge or diminish the responsibilities and duties, including but not limited to all permitting requirements, of any third party which the work described herein.

IN WITNESS WHEREOF, the parties hereto set their hands and official seals the day and year first above written.

ATTEST:

HARVEY RUVIN
CLERK OF THE BOARD

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

BY: _____
County Deputy Clerk

BY: _____
County Mayor or County Mayor's Designee

Approved by as to form and legal sufficiency:

Assistant County Attorney

ATTEST:

CITY OF NORTH MIAMI, a municipal
Corporation of the State of Florida

By: _____

City Clerk

By: _____

City Manager

Approved by as to form and legal sufficiency:

By: _____

City Attorney