

## **AGREEMENT FOR TRAFFIC CONTROL ON PRIVATE ROADS**

**THIS AGREEMENT FOR TRAFFIC CONTROL ON PRIVATE ROADS** entered into on 3/13/2019 by and between the City of North Miami, Florida (the “**City**”), a political subdivision of the State of Florida, the City of North Miami Police Department (the “**NMPD**”), and the SoLe Mia Property Owners Association, Inc. (the “**POA**”) for the traffic control on private roads located within the boundaries of the POA (the “**Subdivision**”) located in North Miami, Florida

### **WITNESSETH:**

**WHEREAS**, the POA owns fee simple or a leasehold interest in certain public roadways lying within Subdivision (hereinafter “**Private Roads**”) more specifically described in **Exhibit “A”** which is attached hereto and incorporated herein; and

**WHEREAS**, pursuant to state statute, the City does not have traffic control jurisdiction over Private Roads such as those owned by the POA; and

**WHEREAS**, Florida Statute Section 316.006(2)(a) provides that chartered municipalities shall have original jurisdiction over all streets and highways located within their boundaries, except state roads, and may place and maintain such traffic control devices which conform to the manual and specifications of the Department of Transportation upon all streets and highways under their original jurisdiction as they shall deem necessary to indicate and to carry out the provisions of this chapter or to regulate, warn, or guide traffic; and

**WHEREAS**, Prior to entering into an agreement for traffic control jurisdiction over the POA roads, the governing board of the city shall consult with the Chief of Police; and

**WHEREAS**, the POA has requested that the City exercise traffic control jurisdiction upon certain Private Roads identified herein; and

**WHEREAS**, the City and the NMPD are willing to exercise traffic control jurisdiction upon the Private Roads; and

**NOW, THEREFORE**, in consideration of the covenants and conditions herein, the City and the POA hereby agree as follows:

1. The above recitals are true and correct, and are incorporated herein by reference and form a material part of this Agreement.

2. **Jurisdiction.** The City agrees to exercise jurisdiction over traffic control upon the Private Roads pursuant to the terms and conditions expressed in Florida Statute Section

316.006(2)(a) and treat such roads, for purposes of traffic control, as public roads owned and operated by the City and subject to the terms and conditions specified herein.

**3. Authority in Addition to Existing Authority.** The City's exercise of traffic control jurisdiction pursuant to this Agreement shall be in addition to that authority presently exercised by City over the Private Roads and nothing herein shall be construed to limit or remove any such authority. The City agrees to continue to provide such police services as required by law.

**4. Compensation.** The POA shall compensate NMPD for the services performed under this Agreement that are reasonably determined by the NMPD and agreed to by the POA to exceed normal traffic enforcement activities, reasonably determined by the NMPD.

**5. City to Retain Revenues.** All revenue from the fines, costs and penalties imposed by the traffic citations issued for violation of traffic laws on the Private Roads shall be apportioned in the manner set forth in applicable statutes.

**6. Liability not Increased.** Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of the City or NMPD than that which the City or NMPD would ordinarily be subjected to when providing its normal police services.

**7. Indemnification.** To the fullest extent permitted by law, the POA shall indemnify, defend, and hold the City and the NMPD (including all of their officers, employees and agents) harmless from any loss, cost, damage or expense, including attorneys' fees, for any action arising out of, related to, or stemming from, either directly or indirectly, the enforcement activities provided through this Agreement, or the maintenance, repair and/or reconstruction of the Private Roads. To ensure its ability to fulfill its obligation under this paragraph, the POA shall maintain General Liability insurance in the minimum amount of One Million Dollars (\$1,000,000), and shall file with the City current certificates of the required insurance providing a 30-day advance written notice of cancellation. Such insurance shall (a) name the City as an additional insured as it relates to activities conducted pursuant to this contract and (b) be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the City. Evidence (e.g., binder) of compliant insurance is attached as **Exhibit "B"**.

**9. Road Maintenance.** Neither the existence of this Agreement nor anything contained herein shall impose any obligation or duty upon the City to provide maintenance on and/or drainage of the Private Roads. The maintenance, repair and construction or reconstruction of all roads, drainage and signage within the Private Roads shall at all times be solely and exclusively the responsibility of the POA. This provision is subject to public health and safety requirements as decided by the City of North Miami.

**10. Term.** The term of this Agreement shall be for one year, commencing on the date of the execution by the last of the two parties signing hereto, and this Agreement shall thereafter automatically continue for successive one year terms unless terminated by any party by thirty (30) days written notice to the other parties. The provisions of Paragraph 8 herein shall survive the termination of this Agreement. If all of the Private Roads are dedicated to the City, this

Agreement shall automatically be terminated. In the case of certain portions of the Private Roads being dedicated to the City, such roads will automatically be removed from the definition of Private Roads under this Agreement.

**11. Entire Agreement.** This Agreement, including all Exhibits attached hereto, constitutes the entire understanding and agreement between the parties and may not be changed, altered, or otherwise modified except when reduced to writing and executed in the same manner by the parties.

**12. Notice.** All notices to be given shall be in writing and sent by certified mail, return receipt requested, to the following addresses:

As to City: Larry M. Spring, Jr., CPA  
City Manager  
776 N.E. 125<sup>th</sup> Street  
North Miami, Florida 33161

Copy to: Michael Etienne, Esq.  
City Clerk  
776 N.E. 125<sup>th</sup> Street  
North Miami, Florida 33161

As to NMPD: Larry Juriga  
Chief of Police  
700 N.E. 124<sup>th</sup> Street  
North Miami, Florida 33161

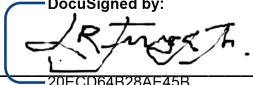
As to POA: \_\_\_\_\_  
c/o \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
[Name and Mailing Address]

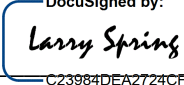
Copy to: Jeff P. H. Cazeau, Esq.  
City Attorney  
776 N.E. 125<sup>th</sup> Street  
North Miami, Florida 33161

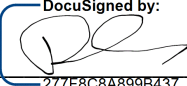
**13. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.


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**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates indicated below.

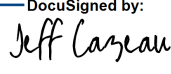
By:   
DocuSigned by:  
20ECD64B28AE45B...  
Larry Juriga  
Chief of Police  
700 NE 124<sup>th</sup> Street  
North Miami, FL 33161

By:   
DocuSigned by:  
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Larry M. Spring, Jr., CPA  
City Manager  
776 NE 125<sup>th</sup> Street  
North Miami, FL 33161

By:   
DocuSigned by:  
277F8C8A899B437...  
Daniel Salas  
Board Member  
15055 Biscayne Blvd.  
North Miami, FL 33181

ATTEST:  
By:   
DocuSigned by:  
2C7010872EE8414...  
Michael Etienne, Esq.  
City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By:   
DocuSigned by:  
8AF8443D714D491...  
Jeff P. H. Cazeau, Esq.  
City Attorney

**EXHIBIT "A"**

**TRAFFIC CONTROL AGREEMENT  
PRIVATE ROADS**

Legal Description

**EXHIBIT “B”**  
**(ATTACH INSURANCE BINDER)**