

RESOLUTION No. 17-221

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DORAL AND MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS FOR THE INSTALLATION AND MAINTENANCE OF ELECTRONIC SPEED FEEDBACK SIGNS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the “City”) is interested in installing Electronic Speed Feedback Signs along roadways that currently experience excessive speeds as a means to alert drivers to slow down; and

WHEREAS, all traffic control and traffic engineering services in Miami-Dade County (the “County”) are under the exclusive jurisdiction of the County; and

WHEREAS, the County provided an Intergovernmental Agreement allowing the City to install and maintain Electronic Speed Feedback Signs within the City; and

WHEREAS, the City Council finds that entering into the Agreement is in the best interests of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The Intergovernmental Agreement between the City and the County for the installation and maintenance of speed feedback signs, attached hereto as Exhibit “A”, which is incorporated herein and made a part hereof by this reference, is hereby approved.

Section 3. Authorization. The City Manager is hereby authorized to enter into an Intergovernmental Agreement with the County and to expend budgeted funds for the purchase, installation and maintenance of the feedback signs in furtherance hereof .

Section 4. Implementation. The City Manager and City Attorney are hereby authorized to take such action as may be necessary to implement the purpose and the provisions of this resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Cabrera who moved its adoption. The motion was seconded by Councilmember Mariaca and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Ana Maria Rodriguez	Not Present at Time of the Vote
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Not Present at Time of the Vote
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 13 day of December, 2017.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.
CITY ATTORNEY

EXHIBIT “A”

**INTERGOVERNMENTAL AGENCY AGREEMENT
FOR THE INSTALLATION AND MAINTENANCE OF ELECTRONIC SPEED FEEDBACK SIGNS
OPERATED AND MAINTAINED BY THE CITY OF DORAL**

THIS INTERGOVERNMENTAL AGENCY AGREEMENT FOR INSTALLATION AND MAINTENANCE OF SPEEDFEED BACK SIGNS MAINTAINED BY THE CITY OF DORAL (AGREEMENT), made and entered into ___ this day of _____, 2017, by and between the CITY OF DORAL, 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 as the "County").

WITNESSETH

WHEREAS, pursuant to Sections 2-95 and 2-96.1 of the Miami-Dade County Code, all traffic control and traffic engineering services in Miami-Dade County are under the exclusive jurisdiction of the County; and

WHEREAS, the City has requested the County to allow the City to install and maintained electronic speed feedback signs (hereinafter referred to as "Devices") in approved locations by the County;

WHEREAS, the County has determined that the City is both equipped and able to perform the traffic engineering functions as herein specified; and

WHEREAS the City has, by proper resolution attached hereto as Exhibit A and incorporated herein by reference, authorized its officer(s) to enter into this AGREEMENT; 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 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 after approval by the County. Purchase and installation of Devices shall be carried out in accordance to County approved standards, procedures, and material requirements as determined in the sole and absolute discretion of the County. The City assumes sole and complete responsibility for the installation and maintenance of all such traffic control devices that are installed by the City within its boundaries.
3. The City shall be responsible for the aesthetics of all installed Devices (e.g. peeling, graffiti, flyers, stickers, etc.). If the City fails to maintain the devices, it shall be responsible for any and all costs incurred by the County to replace them or remove them.
4. The City assumes sole and complete liability for any accidents and/or injuries which may or are alleged to occur or arise out of the installation, operation or maintenance of said Devices and hereby indemnifies and saves harmless the County from any and all claims including but not limited to negligence arising out of or relating to the installation, operation or maintenance of Devices. Neither the County nor the City in any waives sovereign rights or immunities under Section 768.28, Florida Statutes, as may be amended from time to time.
5. Prior to installation the City shall submit design plans for the location of the Devices in order to obtain County review and approval, which approval shall be in the sole and absolute discretion of the County.
6. For installation of Devices, the City shall hire a County licensed contractor or perform the work in-house.
7. 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.

8. 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 with respect to the work described herein.
9. The City shall be responsible for keeping records of any and all installations and repairs, and furnishing pertinent documents as and when said records may be requested.
10. Either the City or the County may, in their respective sole and complete discretion, terminate this Agreement, with or without cause and/or convenience of the terminating party, upon twenty (20) business days written notice; provided, however, that at the option of the County, the City shall continue to maintain, repair, and be responsible for any Devices installed by the City while this Agreement was in effect. Prior to the termination of this agreement; however, the City may elect to remove any one or all Devices installed by the City, provided the City shall restore the roadway and area in which the Device was located to the condition that existed before the City's installation.
11. Upon written notification by the County, the City shall immediately remove any Devices that are not in compliance with the terms of this Agreement at the City's sole cost and expense.
12. Any notice or communication required hereunder shall be addressed to the following:

TO COUNTY: Alice N. Bravo, PE - DTPW Director
701 NW 1st Court - Suite 1700
Miami, FL 33136

TO CITY: Edward A. Rojas - City Manager
City of Doral
8401 NW 53rd Terrace, 3rd Floor
Doral, FL 33166

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 of County Mayor's Designee

Approved by as to form and legal sufficiency:

Assistant County Attorney

ATTEST:

CITY OF DORAL, a municipal
Corporation of the State of Florida

BY: _____
City Clerk

BY: _____
City Manager

Approved by as to form and legal sufficiency:

City Attorney