

RESOLUTION NO. 2023- 08

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE EL PORTAL, OF MIAMI-DADE COUNTY, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY TO OBTAIN THE COUNTY'S APPROVAL AUTHORIZING THE VILLAGE TO INSTALL AND MAINTAIN 25 MILE PER HOUR (MPH) SPEED LIMIT SIGNS AS OUTLINED IN THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of El Portal desires to improve the quality of life and public health through traffic safety improvements on Village and Local streets; and

WHEREAS, per Miami-Dade County (MDC) Code Sections 2-95 and 2-96.1 all traffic control and traffic engineering services within the County are under the exclusive jurisdiction of MDC; and

WHEREAS, the Village of El Portal Public Works Department (PWD) has requested to assume the installation and maintenance responsibilities of 25 MPH Speed Limit Signs on local municipal residential streets; and

WHEREAS, the Village of El Portal currently has approval from MDC to install the 25 MPH speed limit signs within Section 7 of the Village; and

WHEREAS, the Village will perform a Speed Limit Reduction Study for any additional locations outside of Section 7 but within the Village's limits and submit said study to the County for review and approval prior to design and installation of additional 25 MPH Speed Limit Signs; and

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WHEREAS, the proposed 25 MPH speed limit signs provide a greater ability to focus on pedestrian safety and greater emphasis on motorists' speeds; and

WHEREAS, upon full execution of this agreement, or as in the attached substantial form, the PWD will move forward with the implementation of the criteria proposed for traffic engineering functions within Village limits; and

WHEREAS, if the County makes any substantial changes to the agreement prior to execution the PWD will present the revised agreement to Council for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF EL PORTAL AS FOLLOWS:

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


Section 2. Approval. The Interlocal Agreement for 25 MPH Speed Limit Signs, attached hereto as Exhibit "A", is hereby approved.

Section 3. Authorization. The Village Manager is authorized to execute the Interlocal Agreement.

Section 4. Implementation. The Village Manager and the Village Attorney are hereby authorized to take such further 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.

PASSED AND ADOPTED by the Village Council of the Village of El Portal Florida, this 23 day of May, 2023


Omarr C. Nickerson, Mayor

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ATTEST:

Yenise Jacobi
Yenise Jacobi, CMC, Village Clerk

Approved as to form and legal sufficiency:
Greenspoon Marder, LLP
Village Attorneys

By: Joseph S. Geller
Joseph S. Geller, Esq.

Vote: Mt Lightfoot-Ward 2nd: vicemayor Pirela

Councilperson Lightfoot-Ward:	<input checked="" type="checkbox"/> (Yes) _____ (No)
Councilperson Martin:	<input checked="" type="checkbox"/> (Yes) _____ (No)
Vice Mayor Pirela:	<input checked="" type="checkbox"/> (Yes) _____ (No)
Councilperson Urbom:	<input checked="" type="checkbox"/> (Yes) _____ (No)
Mayor Nickerson:	<input checked="" type="checkbox"/> (Yes) _____ (No)

I, Yenise Jacobi, CMC, Village Clerk of the Village of El Portal, Miami-Dade County, Florida, do hereby certify that this is a true and correct copy of Resolution No.: 2023-08 adopted on 5-23, 2023, as shown in the Official Records of the Village of El Portal, Miami-Dade County, Florida. Given under my hand and seal, this 23 day of MAY, 2023.

Yenise Jacobi
Yenise Jacobi, CMC Village Clerk

EXHIBIT "A"

Speed Limit Sign
Standard Detail

EXHIBIT "B"

Village of El Portal Resolution No. 20-

**INTERGOVERNMENTAL AGENCY AGREEMENT TO ALLOW
VILLAGEWIDE RESIDENTIAL SPEED REDUCTION TO 25 MPH
AND TO PERFORM THE INSTALLATION AND MAINTENANCE
OF THE SPEED LIMIT SIGNS
(25 MPH Speed Limit Signs)**

THIS INTERGOVERNMENTAL AGENCY AGREEMENT TO INSTALL AND MAINTAIN VILLAGEWIDE TWENTY-FIVE (25) MILES PER HOUR (MPH) SPEED LIMIT SIGNS ("Agreement") is made and entered into this _____ day of _____, 2023, by and between the VILLAGE OF EL PORTAL (the "Village"), a municipal corporation of the State of Florida, and MIAMI-DADE COUNTY (the "County"), a political subdivision of the State of Florida.

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 Village desires to assume, and is requesting from the County to allow it to perform, the installation and maintenance responsibilities of the twenty-five (25) miles per hour ("MPH") speed limit signs pertaining to its local municipal streets only; and

WHEREAS, the Village has Transportation Engineers available to plan, design, and perform construction inspection of Transportation Projects within its Public Works Department, and has represented to the County that it is capable, equipped, and qualified to perform the duties and functions requested herein; and

WHEREAS, the Village currently has approval from Miami-Dade County for a Speed Limit Reduction Study in the Section 7 area of the Village; and

WHEREAS, the Village will perform a Speed Limit Reduction Study for any additional locations outside of Section 7 within the Village's limits for the County's review and written approval prior to design and installation of additional 25 MPH Speed Limit Signs; and

WHEREAS, Miami Dade County shall approve the Village's standard detail for the posted speed limit signs, attached hereto as Exhibit A; and

WHEREAS, the County and the Village 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 the traffic control devices unless specifically set forth herein, including but not limited to any County powers under the Miami-Dade County Code; and

WHEREAS, the Village has, by proper resolution attached hereto as Exhibit B and by reference made a part hereof, authorized its officer(s) to enter into this **AGREEMENT**.

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

Section 1. Recitals Adopted. The recitals set forth above are incorporated herein by reference.

Section 2. Speed Limit Signs. The Village may install and maintain twenty-five (25) MPH Speed Limit Signs on only those local municipal residential streets operated and maintained by the Village within its boundaries, and not on County or State roadways or within school zones.

Section 3. Installation. Any such Speed Limit Signs may be installed on local municipal streets only after an appropriate design plan depicting the location of the new speed limit signs has received written approval

from the Village Manager or his/her designee. A copy of such plans must be submitted to the Department of Transportation and Public Works ("DTPW") of the County. Any such speed limit signs may be installed on local municipal streets only after signed and sealed design plans have been reviewed, permitted, and received written approval by the Village, through its Village Manager or his/her designee. Provided that such design plans utilize the standard design attached hereto as Exhibit "A", no additional review or approval by the County shall be required before installation. To the extent that design plans deviate from the standard design attached hereto as Exhibit "A", such plans shall be submitted to the County for its review and written approval before installation. A copy of such design plans must be submitted to the applicable Department of the County.

Section 4. Decals. The Village shall attach a decal to the back of the sign panels indicating the Village's ownership and date of installation.

Section 5. Standards. All Speed Limit Signs installed by the Village in accordance with this Agreement shall conform to the applicable requirements established by the following publications including latest revisions:

- a. Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation Federal Highway Administration
- b. Standard Highway Signs, U.S. Department of Transportation, Federal Highway Administration
- c. Florida Department of Transportation's Standard Specifications for Road and Bridge Construction
- d. Miami-Dade County Public Works Standard Details Manual, or any other comparative criteria available to municipalities which has been approved by the County.

Section 6. Maintenance Responsibility. The Village assumes sole and complete responsibility for the maintenance of all 25 mph speed limit signs installed by the Village on local municipal roads within the Village's boundaries. If the Village fails to maintain the 25 MPH speed limit signs, it shall be responsible for any and all costs incurred by the County to replace them or remove them.

Section 7. Liability and Indemnification. The Village assumes sole and complete liability for any and all accidents, damages, claims, and/or injuries which may, or are alleged to, occur or arise out of the installation, operation or maintenance of said Speed Limit Signs, and hereby indemnifies to the extent allowed by Section 768.28, Florida Statutes, and saves harmless the County from any and all claims and damages arising from such installation, operation or maintenance of the Speed Limit Signs.

Section 8. No Waiver of Sovereign Immunity. Notwithstanding any other term in this Agreement, nothing shall be deemed to be a waiver of either the Village or the County's immunity or limitation of liability as provided pursuant to Section 768.28, Florida Statutes, as may be amended from time to time.

Section 9. Public Records. The Village shall be responsible for keeping records of any and all installations and repairs, and for furnishing pertinent documents as and when said records may be requested by the County. The Parties shall each maintain their own requirements for records retention set forth in Chapter 119, Florida Statutes.

Section 10. Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

Section 11. Ambiguities. The preparation of this Agreement has been a joint effort of the Parties hereto and both Parties have had the benefit of consultation with legal counsel of their choosing prior to its execution. The resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

Section 12. Entirety. This Agreement embodies the entire agreement between the Parties with respect to

the matters addressed herein. Previous agreements and understandings of the Parties with respect to such matters are null, void, and of no effect. 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.

Section 13. Amendments. This Agreement may be amended, modified, or altered, and its material provisions may be waived, only by written instrument, and only if properly executed by all parties hereto.

Section 14. Effective Date. That this Agreement shall become effective on the date first written above after such Agreement is fully executed by all parties hereto.

Section 15. Termination. Either the Village 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, the Village shall continue to maintain, repair, and be responsible for any Speed Limit Signs installed by the Village while this Agreement was in effect. Prior to the termination of this Agreement, however, the Village may elect to remove any one or all Speed Limit Signs installed by the Village; provided the Village shall restore the roadway and area in which the Speed Limit Sign was located to the condition that existed before the Village's installation.

Section 16. Execution. This Agreement may be executed in one or more hard or electronic counterparts, which, when taken together, shall constitute one fully executed instrument.

Section 17. Notice. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand deliver, recognized overnight courier (e.g. Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. The method of delivery shall be consistent among all of the persons listed herein. For the present, the Parties designate the following as the representative for notice purposes:

a. **For the County:** Miami-Dade Department of Transportation and Public Works,
Attn: Director, 111 NW 1st Street, Suite 1510, Miami, FL 33128

With a Copy To: Miami-Dade County Attorney's Office,
111 NW 1st Street, Suite 2910, Miami FL 33128

b. **For the Village:** Village of El Portal, Attn: Christia E. Alou, Esq., Village Manager,
Village of El Portal, 500 NE 87 Street, El Portal, FL 33138

With a Copy To: Greenspoon Marder, LLP, Village Attorneys, Attn.: Joseph S. Geller, Esq.
200 East Broward Boulevard, Suite 1800, Fort Lauderdale, FL 33301

With a Copy To: Village of El Portal Public Works Department,
Attn: Mohan V. Thampi, PE, REM, CFM, Public Works Director
500 NE 87th Street , El Portal, FL 33138

IN WITNESS WHEREOF, the Village and the County have set their hands the day and year above written.

ATTEST:

Luis G. Montaldo, Clerk Ad Interim

MIAMI-DADE COUNTY

By:

County Mayor

By: _____
County Deputy Clerk

(Affix County Seal)

Approved as to form and legal sufficiency:

Assistant County Attorney

THE VILLAGE OF EL PORTAL, FLORIDA

ATTEST:

VILLAGE OF EL PORTAL, FLORIDA, a
municipal Corporation of the State of
Florida

By: _____
Yenise Jacobi CMC, Village Clerk

By: _____
Christia E. Alou, Village Manager

(Affix Village of El Portal Seal)

APPROVED AS TO LEGAL FORM
CORRECTNESS:

GREENSPOON MARDER LLP
Village Attorneys

By: _____
Joseph S. Geller, Esq.