

MEMORANDUM

Agenda Item No. 14(A)(7)

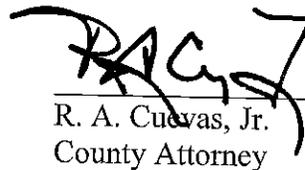
TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: July 14, 2015

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Resolution approving and authorizing the County Mayor to execute an agreement between Miami-Dade County and Miami-Lakes Venture Associates in accordance with Section 316.006(3)(b), Florida Statutes, for Miami-Dade County to provide traffic enforcement on private roads in the Royal Country Manufactured Home Community; authorizing the County Mayor to exercise renewal, termination, and cancellation clauses contained therein

The accompanying resolution was prepared by Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan.



R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum



DATE: July 14, 2015

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

FROM: Carlos A. Gimenez
Mayor 

SUBJECT: Resolution Authorizing Execution of Agreements for Traffic Enforcement on Private Roads between Miami-Dade County and Party Owning or Controlling Such Roads

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or County Mayor's designee to execute agreements for the purpose of traffic enforcement on private roads, specifically herein, the Agreement between the Miami Lakes Venture Associates for Royal Country Manufactured Home Community and Miami-Dade County, through the Miami-Dade Police Department (MDPD). This Agreement will be effective upon execution and will expire on June 1, 2020 unless renewed as specified in the Agreement.

Scope

The agreements will permit MDPD to perform traffic enforcement on private roads of requesting communities in accordance with Florida Statutes §316.006 (3)(b).

Delegation of Authority

Upon approval by the Board, the County Mayor or County Mayor's designee will have the authority to execute the agreements for and on behalf of Miami-Dade County. Modifications or changes may only be executed with the approval of the Board.

Fiscal Impact/Funding Source

The County will receive its portion of any revenue collected from the fines, costs, and penalties imposed from the traffic citations issued for violations of traffic laws on the private roads of each of the requesting communities.

Track Record/Monitor

Major Ignacio Alvarez of the Northwest District, MDPD, will track and monitor this agreement for Royal Country Manufactured Home Community.

Background

Over the years, different communities have requested that the MDPD provide traffic enforcement on private roads within communities. Pursuant to Florida law, the County does not have traffic control jurisdiction over private roads, such as those owned by Miami Lakes Venture Associates within the Royal Country Manufactured Home Community. Florida Statutes §316.006 (3)(b) provides that a county may exercise jurisdiction over any private road(s) or over any limited access road(s) owned or controlled by a special district located in the unincorporated area, within its boundaries, if the county and party or parties owning or controlling such road(s) provide, by written agreement approved by the governing body of the county, for county traffic control jurisdiction over the road(s) encompassed by such agreement. Royal Country Manufactured Home Community has elected by majority vote to have state traffic laws enforced by the County on its private roads. Furthermore, Royal Country Manufactured

Honorable Chairman Jean Monestime
And Members, Board of County Commissioners
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Home Community has requested to provide the requested traffic enforcement police services. The attached Agreement complies with Florida law and is acceptable to both Royal Country Manufactured Home Community and the MDPD.

A handwritten signature in black ink, appearing to be 'R Benford', written over a horizontal line.

Russell Benford
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: July 14, 2015

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 14(A)(7)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(7)
7-14-15

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN MIAMI-DADE COUNTY AND MIAMI-LAKES VENTURE ASSOCIATES IN ACCORDANCE WITH SECTION 316.006(3)(b), FLORIDA STATUTES, FOR MIAMI-DADE COUNTY TO PROVIDE TRAFFIC ENFORCEMENT ON PRIVATE ROADS IN THE ROYAL COUNTRY MANUFACTURED HOME COMMUNITY; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE RENEWAL, TERMINATION, AND CANCELLATION CLAUSES CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, communities may elect to have state traffic laws enforced by the County on its private roads,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the attached agreement in substantially the form attached hereto between Miami-Dade County, on behalf of the Miami-Dade Police Department, and Miami Lakes Venture Associates which owns and controls private roads within the Royal Country Manufactured Homes Community for the purpose of traffic enforcement on such roads, in accordance with Section 316.006 (3)(b), Florida Statutes (2014); and authorizes the County Mayor or County Mayor's designee to execute such agreements for and on behalf of Miami-Dade County, and further authorizes the County Mayor or County Mayor's designee to exercise renewal, termination, and cancellation clauses contained

therein, and any modification to the agreement may only be executed with the approval of the Board, on behalf of Miami-Dade County, Florida.

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

- | | |
|-------------------------------------|----------------------|
| Jean Monestime, Chairman | |
| Esteban L. Bovo, Jr., Vice Chairman | |
| Bruno A. Barreiro | Daniella Levine Cava |
| Jose "Pepe" Diaz | Audrey M. Edmonson |
| Sally A. Heyman | Barbara J. Jordan |
| Dennis C. Moss | Rebeca Sosa |
| Sen. Javier D. Souto | Xavier L. Suarez |
| Juan C. Zapata | |

The Chairperson thereupon declared the resolution duly passed and adopted this 14th day of July, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MP

Matthew Papkin

AGREEMENT

**ENFORCEMENT OF TRAFFIC LAWS
ON PRIVATE ROADS**

**MIAMI LAKES VENTURE ASSOCIATES
ROYAL COUNTRY MANUFACTURED HOME COMMUNITY**

This Agreement for Enforcement of Traffic Laws on the private roads located in the community of ROYAL COUNTRY MANUFACTURED HOME COMMUNITY (herein after referred to as the "Community") is entered into by and between Miami-Dade County (hereinafter referred to as the "County"), and MIAMI LAKES VENTURE ASSOCIATES, a Florida general partnership, (herein after referred to as MLVA/ROYAL COUNTRY) and having its principal office at 5555 N.W. 202 Terrace, Miami, Florida 33055.

WITNESSETH

WHEREAS, MLVA/ROYAL COUNTRY is the party who owns or controls certain private roads within the following subdivisions situate, lying and being in unincorporated Miami-Dade County, Florida,

WHEREAS, pursuant to Florida Statute 316.006(3) (2014), the County does not have traffic control jurisdiction over private roads such as those owned by MLVA/ROYAL COUNTRY; and

WHEREAS, Florida Statute 316.006(3) (b) (2014), provides that local law enforcement agencies may enforce state traffic laws on private roads if the owner of the private roads and the governing body of the County both approve a written agreement to provide such traffic enforcement; and

WHEREAS, MLVA/ROYAL COUNTRY and the Community have requested to have state traffic laws enforced by the County upon its private roads; and

WHEREAS, the Miami-Dade Police Department is willing to enforce state traffic laws upon the MLVA/ROYAL COUNTRY and the Community's private roads; and

WHEREAS, the parties desire to set forth the terms and conditions required for such an agreement,

NOW, THEREFORE, in consideration of the covenants and conditions herein, the County and MLVA/ROYAL COUNTRY hereby agree as follows:

(1) Recitals: The foregoing recitals are true and correct and are incorporated herein by reference and form a material part of this Agreement.

(2) Jurisdiction: Pursuant to Section 316.006(3)(b), Florida Statutes, 2014, MLVA/ROYAL COUNTRY hereby grants to the County and the County hereby accepts from MLVA/ROYAL COUNTRY, the right to enforce state traffic laws on the private roads, controlled by MLVA/ROYAL COUNTRY.

(3) Enforcement: The Miami-Dade Police Department will conduct traffic enforcement on the private roads. The level of service shall be determined solely and exclusively at the discretion of the Miami-Dade Police Department.

(4) Off-Regular Duty Service: This agreement does not address off-regular duty police service. If MLVA/ROYAL COUNTRY desires off-regular duty police service, MLVA/ROYAL COUNTRY must arrange the services directly with the Miami-Dade Police Department under separate agreement.

(5) Authority in Addition to Existing Authority: The County's exercise of state traffic law enforcement pursuant to this Agreement shall be in addition to the authority the County may presently exercise over the private roads, and nothing herein shall be construed to limit, supersede, or remove any such authority.

(6) County 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 retained by the County and MLVA/ROYAL COUNTRY shall have no right or entitlement to any of those monies whatsoever.

(7) 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 County than that which the County would ordinarily be subjected to when providing its normal police services.

(8) Indemnification: To the fullest extent permitted by law, MLVA/ROYAL COUNTRY shall indemnify, defend, and hold the County and the Miami-Dade Police Department, its officers, agents, and employees harmless from any loss, cost, damage, or expense, including attorney's fees, for any action arising out of, related to, or stemming from, either directly or indirectly, the exercise of its traffic law enforcement activities pursuant to this Agreement including but not limited to personal injury or property damage. To ensure its ability to fulfill its obligation under this paragraph, Sun Communities, Inc. dba Royal Country shall maintain General Liability insurance in the minimum amount of one million dollars (\$1,000,000.00), and shall file with the County current certificates of the required insurance providing a 30-day advance written notice of cancellation. Such insurance shall (a) name the County as an additional insured as it relates to activities conducted pursuant to this Agreement, and (b) be issued by companies authorized to do business under the laws of the State of Florida.

(9) Road Maintenance: Neither the existence of this Agreement nor anything contained herein shall impose any obligation or duty upon the County 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 Community shall at all times be solely and exclusively the responsibility of the Community.

(10) Effective Date and Term: The term of this Agreement shall become effective on the date of execution by all parties and, unless terminated or cancelled on an early date, will expire June 1, 2020. This Agreement may be renewed in writing upon signature by both parties. This Agreement may be formally renewed for a maximum of number two (2) additional successive five (5) year terms. This Agreement may be terminated by either by providing thirty (30) days written notice to the other party. All notices shall be in writing and sent by certified mail, return receipt requested, to the following:

AS TO THE COUNTY: Miami-Dade County Commission
111 N.W. 1st Street
Miami, Florida 33131

AS TO THE POLICE: Director
Miami-Dade Police Department
9105 N.W. 25th Street
Miami, Florida 33172

COPY TO: Police Legal Bureau
Miami-Dade Police Department
9105 N.W. 25th Street
Miami, Florida 33172

AS TO ROYAL COUNTRY:

Property Manager
Royal Country
5555 N.W. 202 Terrace
Miami, Florida 33055

COPY TO: James Hoekstra
Senior Vice President
Sun Communities, Inc. – Miami Lakes Venture
Associates
27777 Franklin Road, Suite 200
Southfield, MI 48034

(11) Entire Agreement: This Agreement 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, with the approval of the County's governing body.

AGREED TO AND ACKNOWLEDGED this _____ day of _____, 2015,

MIAMI-DADE COUNTY

MIAMI LAKES VENTURE ASSOCIATES

Carlos A. Gimenez, Mayor



James Hoekstra
Senior Vice President
Sun Communities, Inc.

J.D. Patterson, Director
Miami-Dade Police Department