

**INTERGOVERNMENTAL AGENCY AGREEMENT
TO PERFORM TRAFFIC ENGINEERING FUNCTIONS**

THIS INTERGOVERNMENTAL AGENCY AGREEMENT TO PERFORM TRAFFIC ENGINEERING FUNCTIONS (“Agreement”) is made and entered into this ____ day of _____, 2018, by and between the CITY OF CORAL GABLES (the “City”), a municipal corporation of the State of Florida, and MIAMI-DADE COUNTY (the “County”), a political subdivision of the State of Florida.

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

WHEREAS, the City desires to assume responsibilities of certain traffic engineering functions pertaining to its local municipal streets only and has requested the COUNTY to allow it to perform the function of conducting engineering studies for the feasibility of traffic calming devices and installing traffic calming; and

WHEREAS, Miami Dade County has approved the City’s traffic calming criteria, attached hereto as Exhibit “A”; and

WHEREAS, the CITY has the ability 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 City, by Resolution No. 2018-_____, attached hereto as Exhibit “B” and by reference made a part hereof, has authorized the execution of 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 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 parties agree that once this Agreement is executed it shall supersede and replace the Interlocal Agreement of June 29, 2005 between the parties;

NOW, THEREFORE, THE CITY AND THE COUNTY AGREE AS FOLLOWS:

Section 1. Recitals Adopted. That the above-stated recitals are incorporated herein by reference and confirmed.

Section 2. Traffic Control Devices. The CITY may install and maintain the following designated types of traffic calming devices, and/or signs (collectively the “Traffic Calming Devices”) and only on those local municipal streets operated and maintained by the CITY within its boundaries, and not less than 250 feet from existing traffic signals, County roadways, State roadways and the boundaries of the City limits; or within school zones, or adjacent to hospitals:

- a) Traffic Circles
- b) Speed Humps
- c) Flat Top Speed Cushions
- d) Raised Crosswalks
- e) In-Street Pedestrian Crossing Signs
- f) Raised Intersections

Section 3. Installation. Any such Traffic Calming Devices may be installed on local municipal streets only after an appropriate traffic engineering study has been performed and signed and sealed by a Florida licensed professional engineer, and has received written approval by the City Manager or his/her designee. A copy of such traffic study must be submitted to the Department of Transportation and Public Works (“DTPW”).

Any such Traffic Calming Devices may be installed on local municipal streets only after sealed and signed design plans have been reviewed and received written approval by the City, through its City Manager or his/her designee. Provided that such design plans utilize the standard County design attached as Exhibit “C”, 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 as Exhibit “D”, such plans shall be submitted to the County for its review and written approval. A copy of such design plans must be submitted to the applicable Department of the County

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

Section 5. Standards. All Traffic Control Devices installed by the City in accordance with this Agreement shall conform to the applicable requirements established by the following publications:

- a. Florida Department of Transportation’s Standard Specifications for Road and Bridge Construction;
- b. Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation Federal Highway Administration (ANSI D6-Ie-1989), including latest revisions;

- c. Standard Highway Signs, U.S. Department of Transportation, Federal Highway Administration; and
- d. Miami-Dade County Public Works Manual (available from the Department of Transportation and Public Works, Reproduction Services, 111 NW 1st Street, Suite 1604, Miami, FL 33128), or any other comparative criteria available to municipalities which has been approved by Miami-Dade County.
- e. National Association of City Transportation Officials Urban Street Design Guide
- f. A Policy on Geometric Design of Highways and Streets, American Association of State Highways and Transportation Officials (AASHTO)
- g. Roundabouts: An Informational Guide, Federal Highway Administration, U.S. Department of Transportation
- h. Florida Roundabout Guide, Florida Department of Transportation
- i. Miami-Dade County Traffic Flow Modification(s)/Street Closure Procedure, Revised January 2009, Exhibit A
- j. Add most favored clause

Section 6. Maintenance Responsibility. The City assumes sole and complete responsibility for the maintenance of Traffic Control Devices that are installed by the City within its boundaries, including the Traffic Control Devices installed by the City prior to this agreement, such devices are described in Exhibit "D". The City shall be responsible for the aesthetics of all installed Traffic Control Devices (e.g. peeling, graffiti, flyers, stickers, etc.). If the City fails to maintain the Traffic Control Devices 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 City assumes sole and complete liability for any and all accidents and/or injuries which may, or are alleged to, occur or arise out of the installation, operation or maintenance of Traffic Control Devices, and hereby indemnifies to the extent allowed by Section 768.28, Florida Statutes, and holds the County harmless from any and all claims, including but not limited to negligence arising out of or relating to installation, operation, or maintenance of the signs.

Section 8. No Waiver of Sovereign Immunity. Notwithstanding any other term in this Agreement, nothing herein shall be deemed a waiver of the City or the County's immunity, sovereign rights, or limitations of liability as provided by Section 768.28, Florida Statutes, as may be amended from time to time.

Section 9. Public Records. The City 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. The Parties shall each maintain their own respective records and documents associated with this Agreement in accordance with the 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 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 Traffic Control 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 Traffic Control Devices installed by the City; provided the City shall restore the roadway and area in which the Traffic Control Devices was located to the condition that existed before the City'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 delivery, 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 respective places 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
- b. **With a Copy To:** Miami-Dade County Attorney's Office, 111 NW 1st Street, Suite 2910, Miami, FL 33128
- c. **For the City:** City of Corals Gables, Attn: City Manager, 405 Biltmore Way, Coral Gables, Florida 33144
- d. **With a Copy To:** City of Coral Gables, Attn: City Attorney, 405 Biltmore Way, Coral Gables, Florida 33144

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS]

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

FOR MIAMI-DADE COUNTY, FLORIDA:

ALICE BRAVO, P.E., DIRECTOR OF MIAMI-
DADE COUNTY DEPARTMENT OF
TRANSPORTATION AND PUBLIC WORKS

ATTEST:

DEPUTY CLERK
PRINT NAME: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

MIAMI-DADE COUNTY ATTORNEY'S OFFICE

FOR THE CITY OF WEST MIAMI, FLORIDA:

_____, CITY MANAGER

ATTEST:

ERICA GONZALEZ-SANTAMARIA, MMC, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CITY ATTORNEY

EXHIBIT "C"

Attached –TRAFFIC CIRCLES
Attached – Flat top Speed Cushion

EXHIBIT “D”

TRAFFIC CIRCLES

1. FERDINAND STREET & OBISPO AVENUE
2. FERDINAND STREET & CADIZ AVENUE
3. FERDINAND STREET & MILAN AVENUE
4. FERDINAND STREET & VENETIA AVENUE
5. MADRID STREET & VENETIA AVENUE
6. MADRID STREET & MILAN AVENUE
7. MADRID STREET & SOROLLA AVENUE
8. LISBON STREET & VENETIA AVENUE
9. COLUMBUS BOULEVARD & MARIANA AVENUE
10. OBISPO AVENUE & CORDOVA STREET
11. OBISPO AVENUE & COLUMBUS BOULEVARD
12. MADEIRA AVENUE & CORTEZ STREET
13. SEGOVIA STREET & MINORCA AVENUE
14. SEGOVIA STREET & MAJORCA AVENUE
15. SEGOVIA STREET & MADEIRA AVENUE
16. CASILLA STREET & ALCAZAR AVENUE
17. CASILLA STREET & MAJORCA AVENUE
18. CASILLA STREET & MADEIRA AVENUE
19. HERNANDO STREET & ALMERIA AVENUE
20. HERNANDO STREET & ALCAZAR AVENUE
21. HERNANDO STREET & MINORCA AVENUE
22. HERNANDO STREET & NAVARRE AVENUE
23. SEVILLA AVENUE & CARDENA STREET
24. SEVILLA AVENUE & ARDENSON ROAD
25. SALZEDO STREET & ALEDO AVENUE
26. SALZEDO STREET & ALESIO AVENUE
27. SALZEDO STREET & VISCAYA AVENUE
28. SAJZEDO STREET & CANDIA AVENUE
29. SALZEDO STREET & VELARDE AVENUE
30. COCONUT DRIVE & MALAGA AVENUE
31. COCONUT DRIVE & SANTANDER AVENUE
32. AHARA AVENUE & TOLEDO STREET
33. AHARA AVENUE & MONSERRATE STREET
34. ALTARA AVENUE & PALMARITO STREET
35. PALMARITO STREET & SAN ANTONIO AVENUE
36. SEGOVIA STREET & SAN ANTONIO AVENUE
37. SEGOVIA STREET & SAN LORENZO AVENUE

38. MINDELLO STREET & SAN SERVANDO AVENUE
39. A1MANSA STREET & SAN SERVANDO AVENUE
40. ALMANSA STREET & SAN JUAN DRIVE
41. A1MANSA STREET & SANTURCE AVENUE
42. HARDEE ROAD & MAGGIORE S1REET
43. SOUTH ALHAMBRA & CAPILLA STREET
44. SOUTH ALHAMBRA & BARQUERA STREET
45. BLUE ROAD & BILTMORE DRIVE

NECKDOWN

1. GRANADA BOULEVARD @ THE GRANADA BRIDGE

DIVERTER

1. RED ROAD & VAIENCIA AVENUE

RAISED PLATFORM

- SUNRISE AVENUE BETWEEN INGRAHAM HIGHWAY & DOUGLAS ROAD