

**INTERGOVERNMENTAL AGENCY AGREEMENT
TO INSTALL 25 MPH SPEED LIMIT SIGNS ON LOCAL MUNICIPAL STREETS**

THIS INTERGOVERNMENTAL AGENCY AGREEMENT TO INSTALL 25 MPH SPEED LIMIT SIGNS ON LOCAL RESIDENTIAL STREETS (“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, 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 desires to assume the installation and maintenance responsibilities of 25 MPH speed limit signs on its local municipal streets only; and

WHEREAS, the City, by Ordinance No. 2017-14, attached hereto as EXHIBIT “A” 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,

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 25 mph speed limit signs as indicated in EXHIBIT “B”.

Section 3. Decals. The City shall attach a decal to the back of the sign panels indicating ownership and date of installation.

Section 4. Maintenance Responsibility. The City assumes sole and complete responsibility for the 25 mph speed limit signs that are installed by the City within its boundaries. If the City 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 5. 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 25 mph speed limit signs, 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 6. 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 7. 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 8. 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. **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 15. **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 Coral Gables, Attn: City Manager, 405 Biltmore Way, Coral Gables, FL 33144
- d. **With a Copy To:** City of Coral Gables, Attn:, City Attorney, 405 Biltmore Way, Coral Gables, FL 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 CORAL GABLES, FLORIDA:

CATHY SWANSON-RIVENBARK
CITY MANAGER

ATTEST:

WALTER J. FOEMAN, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

MIRIAM SOLER RAMOS, CITY ATTORNEY