

**INTERGOVERNMENTAL AGENCY AGREEMENT
TO INSTALL TRAFFIC CALMING ON CERTAIN LOCAL MUNICIPAL STREETS**

THIS INTERGOVERNMENTAL AGENCY AGREEMENT TO INSTALL TRAFFIC CALMING ON CERTAIN LOCAL MUNICIPAL 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 certain traffic calming devices on certain local municipal streets only; and

WHEREAS, the City, by Resolution No. 2018-_____, 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 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, specifically, in this case the streets enumerated in Exhibit “F”:

- a) Flat Top Speed Humps
- b) Speed Cushions
- c) Raised Intersections
- d) Roundabout

Section 3. Installation. Any such Traffic Calming Devices may be installed on the aforementioned 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 design attached as Exhibits “B - E”, 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 Exhibits “B -E”, 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 Public Works and Waste Management Department, Reproduction Services, 111 NW 1st Street, Suite 1604, Miami, FL 33128).
- e. Miami Dade County Standard Details Manual, or any other comparative criteria available to municipalities which has been approved by the County.

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 this agreement, such devices are described in Exhibit “F”. 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 Coral Gables, Attn: City Manager, 405 Biltmore Drive, Coral Gables, Florida 33144
- d. **With a Copy To:** City of Coral Gables, Attn: City Attorney, 405 Biltmore Drive, 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 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

EXHIBITS "B-E"

"B" - Attached – ROUNDABOUT UNIVERSITY AT ANDERSON

"C" - Attached – Plans ARAGON AND GIRALDA

"D" - Attached – Plans BILTMORE DRIVE

"E" - Attached – Plans Blue Bird

EXHIBIT “F”

Traffic Calming Devices – Flat Topped Speed Hump

1. Aragon Avenue west of Hernando Street
2. Aragon Avenue west of Lejeune Road
3. Giralda Avenue Hernando Street
4. Giralda Avenue west of Lejeune Road
5. Algardi Avenue west of Alhambra Circle
6. Algardi Avenue west of San Amaro Drive
7. Cantoria Avenue west of Alhambra Circle
8. Cantoria Avenue west of San Amaro Drive
9. Garcia Avenue west of Alhambra Circle
10. Garcia Avenue west of San Amaro Drive
11. Sarria Avenue west of Alhambra Circle
12. Sarria Avenue west of San Amaro Drive
13. Dorado Avenue west of Alhambra Circle
14. Dorado Avenue west of San Amaro Drive
15. Palancia Avenue west of Alhambra Circle
16. Palancia Avenue west of San Amaro Drive
17. Mercado Avenue west of Alhambra Circle
18. Mercado Avenue west of San Amaro Drive
19. Mendavia Avenue west of Alhambra Circle
20. Mendavia Avenue west of San Amaro Drive
21. Alegriano Avenue west of Alhambra Circle
22. Alegriano Avenue west of San Amaro Drive

Traffic Calming Devices – Speed Cushions:

1. Biltmore Drive between Blue Road and Riviera Drive

Traffic Calming Devices – Roundabout:

1. University Drive and Anderson Road

Traffic Calming Devices – Raised Intersection:

1. Aragon Avenue at Hernando Street
2. Giralda Avenue at Hernando Street