

**INTERGOVERNMENTAL AGREEMENT FOR THE INSTALLATION OF DECORATIVE PAVERS AND IRRIGATION CONDUITS BY THE COUNTY UNDER AN EXISTING INTERSECTION IMPROVEMENT PROJECT AND FOR THE CITY OF CORAL GABLES TO MAINTAIN SUCH PAVERS AND CONDUITS.**

THIS INTERGOVERNMENTAL AGENCY AGREEMENT TO EXECUTE THE ACCEPTANCE OF MAINTENANCE BY THE CITY OF DECORATIVE PAVERS AND IRRIGATION CONDUITS INSTALLED BY THE COUNTY UNDER AN INTERSECTION IMPROVEMENT PROJECT LOCATED AT THE INTERSECTION OF CORAL WAY AND ANDERSON ROAD (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, 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**, the City and the County wish to add a new traffic circle at the intersection of Coral Way and Anderson Road (the “Project”); and

**WHEREAS**, the City wishes to install a specific type of decorative paver within the apron of the traffic circle; and

**WHEREAS**, the City wishes to install irrigation conduits to implement an irrigation system at the circle as part of an upcoming irrigation project by the city; and

**WHEREAS**, Coral Way is a County maintained road within the City of Coral Gables and Anderson Street is a City maintained road within the City of Coral Gables; and

**WHEREAS**, the City and the County are mutually desirous of providing assurances for the future continued maintenance, repair, and replacement, when necessary, of the Concrete Pavers and irrigation conduits; and

**WHEREAS**, the City shall, at its sole cost and expense, maintain, repair, and replace, as necessary, the decorative pavers and irrigation conduits, in a like manner to that of the pavers currently in place at Coral Way and Segovia Street; and

**WHEREAS**, the City, by Resolution attached hereto as Exhibit “A” and by reference made a part hereof, authorized the execution of this Agreement,

**NOW, THEREFORE, in consideration of the promises and covenants contained herein, THE CITY AND THE COUNTY AGREE AS FOLLOWS:**

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

**Section 2. Installation.** Concrete Pavers may be installed on the apron of traffic circles. Irrigation may be installed on the landscaped areas of a traffic circle, as indicated in the attached Exhibit B “ Project plans”.

**Section 3. Standards.** All pavers and irrigation conduits submitted for review and approval shall be in accordance with this Agreement and conform to the applicable requirements established by the County and City and 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 D6-1e- 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).

**Section 4. Funding and Payment Responsibility.** The County assumes sole and complete responsibility for funding the installation of decorative pavers and irrigation conduits related to the Project within City boundaries.

**Section 5. Maintenance Responsibility.** The City assumes sole and complete responsibility for maintenance of decorative pavers and irrigation conduits installed by the County at the Project location within City boundaries as indicated in the Project Plans. If the City fails to maintain the decorative pavers and/or irrigation conduits, it shall be responsible for any and all costs incurred by the County to replace, maintain, or remove them.

**Section 6. 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 maintenance of decorative pavers and/or irrigation conduits, 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 the operation or maintenance of decorative pavers and irrigation conduits.

**Section 7. 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, or sovereign rights, or limitations of liability as provided by Section 768.28, Florida Statutes, as may be amended from time to time.

**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.** 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 at the 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 all decorative pavers and irrigation conduits installed by the County while this Agreement was in effect. Prior to the termination of this Agreement, however, the City may elect to remove any one or all decorative pavers and irrigation conduits installed by the County, provided the City shall restore the roadway and area in which the pavers and conduits were located to the condition that existed before the County'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 persons listed herein. For the present, the Parties designate the following as the respective places for notice purposes:

a. **For the County:**

Miami-Dade County Department of Transportation and Public Works  
Attn: Eulois Cleckley, DTPW Director and CEO  
701 NW 1st Court - Suite 1700  
Miami, FL 33136

**With a Copy to:**

Miami-Dade County Attorney's Office  
111 NW 1st Street, Suite 2810  
Miami, FL 33128

b. **For the City:**

City of Coral Gables  
Attn: Amos Rojas, Jr., City Manager  
405 Biltmore Way  
Coral Gables, FL 33134

**With a Copy to:**

Cristina M. Suárez, City Attorney  
405 Biltmore Way  
Coral Gables, FL 33134

**With a copy to:**

City of Coral Gables, Public Works Department  
Attn: Hermes Diaz, P.E., Director  
405 Biltmore Way  
Coral Gables, FL 33134

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

ATTEST:

MIAMI-DADE COUNTY

JUAN FERNANDEZ-BARQUIN, CLERK

By: \_\_\_\_\_  
Deputy Mayor

By: \_\_\_\_\_  
County Deputy Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Assistant County Attorney

ATTEST:

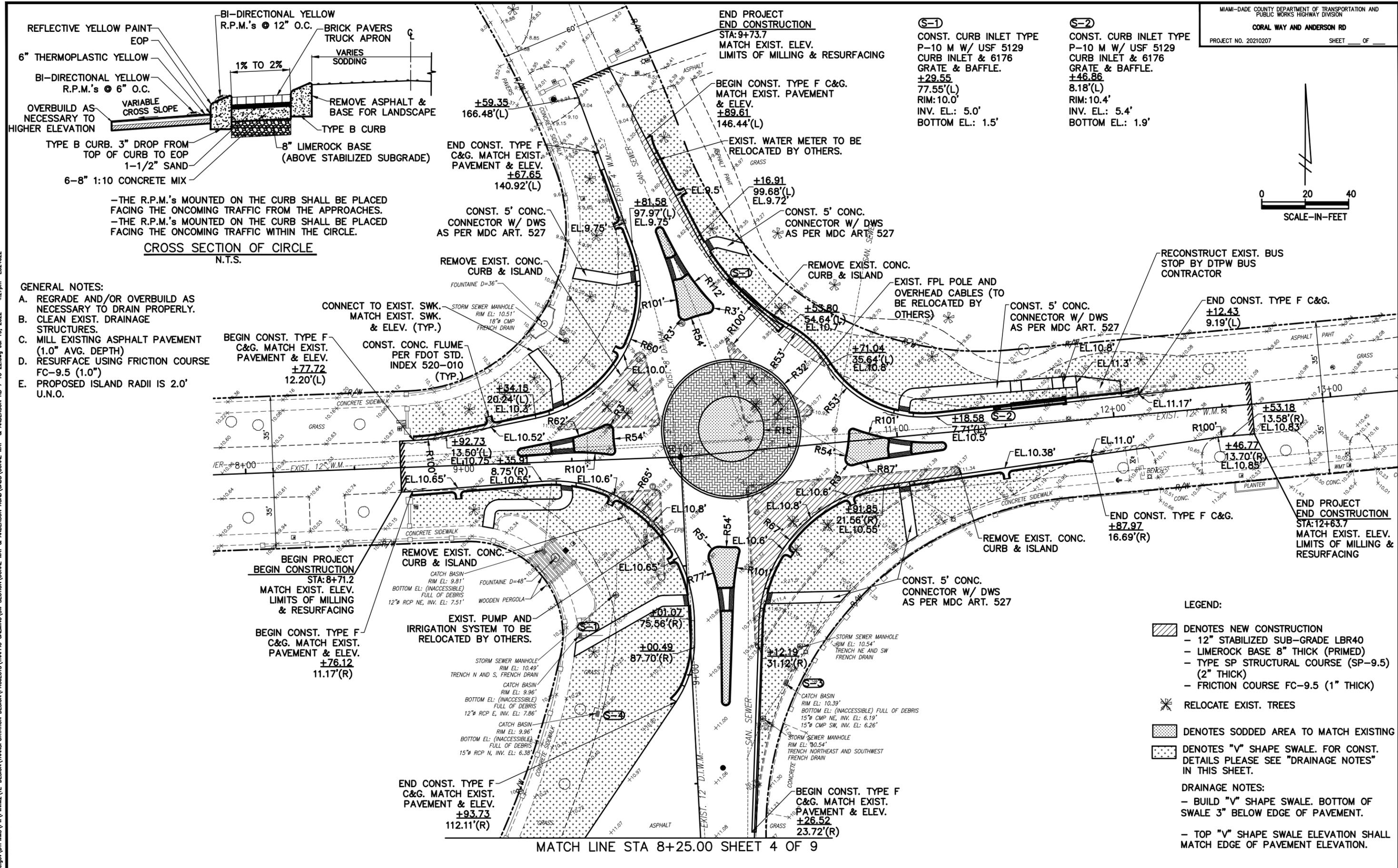
CITY OF CORAL GABLES

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Manager

Approved as to form and legal sufficiency:

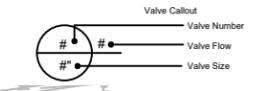
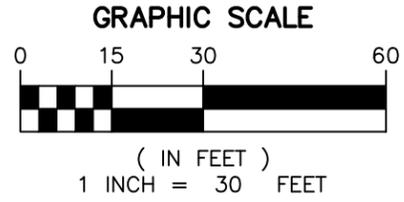
\_\_\_\_\_  
City Attorney



\\veca13.miamidade.gov\DT\PM\3\PM\2\TE-DESIGN\TRANSPORTATION DESIGN\PROJECTS\TRAFFIC CALMING\SW SECTION\CORAL WAY & ANDERSON ROAD\CADD\CORAL WAY & ANDERSON RD 7 15 22.dwg Jul 19, 2022 - 4:27pm E324622

IRRIGATION SCHEDULE

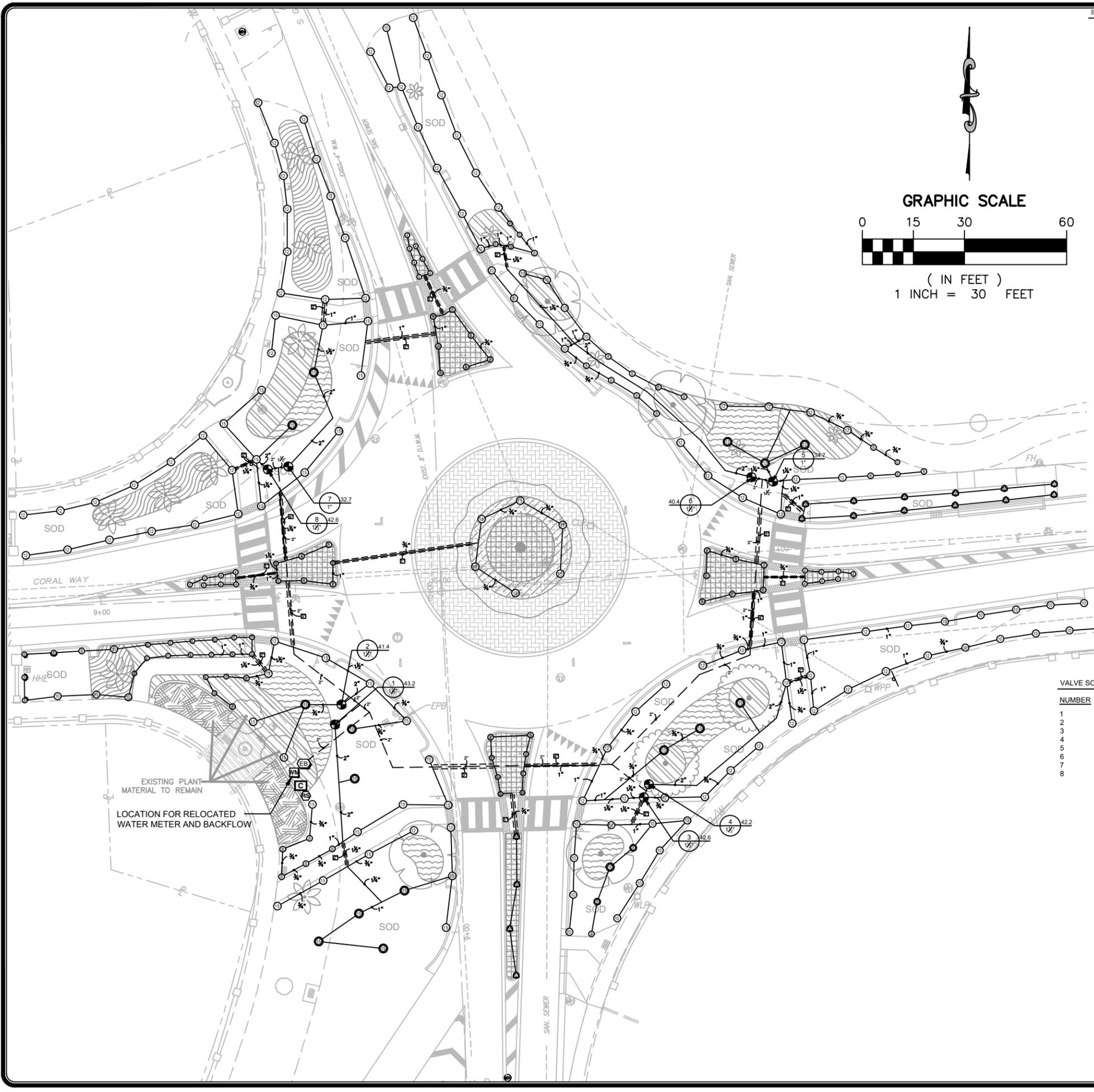
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
	Rain Bird 1806-PRS 15 Strip Series Shrub Spray 6in. Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2in. NPT Female Threaded Inlet. With Pressure Regulating Device.	16	30
	Rain Bird 1806-PRS 8 Series MPR Shrub Spray 6in. Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2in. NPT Female Threaded Inlet. With Pressure Regulating Device.	6	30
	Rain Bird 1806-PRS 10 Series MPR Shrub Spray 6in. Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2in. NPT Female Threaded Inlet. With Pressure Regulating Device.	1	30
	Rain Bird 1806-PRS 12 Series MPR Shrub Spray 6in. Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2in. NPT Female Threaded Inlet. With Pressure Regulating Device.	3	30
	Rain Bird 1806-PRS 15 Series MPR Shrub Spray 6in. Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2in. NPT Female Threaded Inlet. With Pressure Regulating Device.	12	30
	Rain Bird 1806-PRS ADJ Shrub Spray 6in. Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2in. NPT Female Threaded Inlet. With Pressure Regulating Device.	232	30
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	
	Rain Bird PEB 1in., 1-1/2in., 2in. Plastic Industrial Valves. Low Flow Operating Capability, Globe Configuration.	8	
	Rain Bird ESPLXME2-LXMM-LXMMPED 12 Station, Traditionally-Wired, Commercial Controller. Indoor/Outdoor, Plastic Wall-Mount Enclosure. Install in LXMM-LXMMPED Powder Coated, Metal Wall-Mounted Cabinet. w/ Pedestal.	1	
	Rain Bird WR2-RC Wireless Rain Sensor Combo, includes 1 receiver and 1 rain sensor transmitter.	1	
	Existing Backflow	1	
	Irrigation Lateral Line: PVC Schedule 40	3,128 l.f.	
	Irrigation Mainline: PVC Class 200 SDR 21	339.4 l.f.	
	Pipe Sleeve: PVC Schedule 40	266.0 l.f.	



VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	PSI	PSI @ POC	PRECIP
1	Rain Bird PEB	1-1/2"	Shrub Spray	43.24	35.8	37.8	1.27 in/h
2	Rain Bird PEB	1-1/2"	Shrub Spray	41.44	36.3	38.2	1.67 in/h
3	Rain Bird PEB	1-1/2"	Shrub Spray	42.6	36.8	39.9	1.55 in/h
4	Rain Bird PEB	1-1/2"	Shrub Spray	42.17	37.3	40.2	1.69 in/h
5	Rain Bird PEB	1"	Shrub Spray	34.65	39.1	42	1.69 in/h
6	Rain Bird PEB	1-1/2"	Shrub Spray	40.44	37.2	41.0	2.25 in/h
7	Rain Bird PEB	1"	Shrub Spray	32.69	39.6	41.4	1.46 in/h
8	Rain Bird PEB	1-1/2"	Shrub Spray	42.58	38.2	41.1	1.34 in/h

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This item has been digitally signed and sealed by Casto Miguel Juncal, RLA on the date adjacent to the seal.  
 Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



APPROVED: CASTO MIGUEL JUNCAL, RLA  
 P.L.A. REGISTRATION NO. LA6667184 DATE: 2/7/2024

NO.	DATE	BY	DESCRIPTION

# CORAL GABLES ROUNDABOUT - ANDERSON

CORAL WAY AND ANDERSON ROAD IN CORAL GABLES, FL  
 FOR: CITY OF CORAL GABLES



IRRIIGATION PLAN

PROJECT / PLAN NO.  
 23-00132

DRAWING NO.  
 L-5

DATE  
 2/6/24