

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

THIS INTERGOVERNMENTAL AGENCY AGREEMENT TO PERFORM TRAFFIC ENGINEERING FUNCTIONS (the "Agreement"), made and entered into this ____ day of _____, 2014, by and between the **CITY OF CORAL GABLES, FLORIDA**, a municipal corporation of the STATE OF FLORIDA, (the "City") and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, Miami-Dade County (the "County").

WITNESSETH

WHEREAS, pursuant to Section 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 and the County previously entered into an Intergovernmental Agency Agreement for the City to perform certain traffic engineering functions on June 29, 2005; and,

WHEREAS, the City desires to assume the installation and maintenance responsibilities of certain additional 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 install certain roadway features to increase the livability on residential streets; and

WHEREAS, the City has a Transportation & Sustainability Division 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 parties agree that once this Agreement is executed it shall supersede and replace that certain Interlocal Agreement of January 25th 2012 between the parties; and

WHEREAS the City has, by proper resolution attached hereto as Exhibit A and by reference made a part hereof, authorized its officer(s) to enter into this **AGREEMENT**.

NOW THEREFORE, the City and the County agree as follows:

1. The recitals set forth above are incorporated herein by reference.

2. The City may install and maintain the following designated features or 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:

- a) Traffic Circles
- b) Bicycle Boulevards
- c) Raised intersections

- d) Raised crosswalks
- e) Median Islands
- f) Minor horizontal roadway realignments
- g) 25 mph speed limit signs
- h) In-Street Pedestrian Crossing Signs

3. Any such Roadway Features, may be installed on local municipal streets only after an appropriate traffic engineering study has been performed, and has received written approval by the City, through its City Manager or his/her designee, and then has been submitted to the Public Works and Waste Management Department ("PWWM") of the County for its review and written approval. The County will provide review and notify of approval or disapproval within ten (10) business days after receiving the traffic engineering study from the City. Speed limit signs and in-street pedestrian crossing signs will not require review and approval.

4. Any such Roadway Features 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.

5. The City shall attach a decal to the back of the sign panels indicating the City's ownership and date of installation.

6. The City assumes sole and complete responsibility for the maintenance of all such Roadway Features.

7. The City assumes sole and complete liability for any and all accidents, damages,

claims, and/or injuries which may or are alleged to occur or arise out of the installation, operation or maintenance of said Roadway Features, and hereby indemnifies and saves harmless the County from any and all claims and damages arising from such installation, operation or maintenance of the Roadway Features. All Roadway Features installed by the City in accordance with this Agreement shall conform to the applicable requirements established by the following publications:

Florida Department of Transportation's Standard Specifications for Road and Bridge Construction.

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.

Standard Highway Signs, U.S. Department of Transportation, Federal Highway Administration.

Miami-Dade County Public Works Manual (available from the Public Works and Waste Management Department, Reproduction Services, 111 NW 1 Street, Suite 1604, Miami, FL 33128)

8. Notwithstanding any other term in this Agreement, nothing shall be deemed to be a waiver of either the City or the County's immunity or limitation of liability as provided pursuant to Section 768.28, Florida Statutes, as may be amended from time to time.

9. For installation of Roadway Features, the City shall hire a County licensed contractor or perform the work in-house by the City Public Works crew.

10.

11. The City shall be responsible for keeping records of any and all installations and repairs, and furnishing pertinent documents as and when said records may be requested by the County.

12. 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, the City shall continue to maintain, repair, and be responsible for any traffic calming devices and signs 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 Roadway Features installed by the City; provided the City shall restore the roadway and area in which the Roadway Feature was located to the condition that existed before the City's installation.

13. Upon written notification by the County, the City shall immediately remove any Roadway Feature, at the City's sole cost and expense, that is not in compliance with the terms of this Agreement.

14. Any notice or communication required hereunder shall be addressed to the following:

TO COUNTY: Miami-Dade County (insert)

TO CITY: City of Coral Gables (Insert)

IN WITNESS WHEREOF, the **CITY** and the **COUNTY** have set their hands the day and year above written.

Attest:

MIAMI-DADE COUNTY

HARVEY RUVIN, CLERK

By: _____
County Mayor

By: _____
County Deputy Clerk

Approved as to form and legal sufficiency:

Assistant County Attorney

Attest:

CITY OF CORAL GABLES

By: _____
Walter Foeman, City Clerk
Manager

By: _____
Cathy Swanson-Rivenbark, City

Approved as to form and legal sufficiency:

Approved as to insurance requirements:

By: _____
Craig Leen, City Attorney

By: _____

SAMPLE