

**INTERGOVERNMENTAL AGREEMENT TO ALLOW INSTALLATION AND
MAINTENANCE OF AESTHETIC COLORED PAVEMENT WITHIN EXISTING
PEDESTRIAN CROSSWALKS**

THIS INTERGOVERNMENTAL AGENCY AGREEMENT TO INSTALL AND MAINTAIN AESTHETIC COLORED PAVEMENT WITHIN EXISTING PEDESTRIAN CROSSWALKS LOCATED ON THE WEST LEGS OF THE CORAL WAY / SW 42ND AVENUE (LE JEUNE ROAD) AND BILTMORE WAY / SW 42ND AVENUE (LE JEUNE ROAD) INTERSECTIONS ("Agreement") is made and entered into this ____ day of _____ 2020, 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 wishes to enhance the aesthetics adjacent to City Hall and within the Downtown Coral Gables area; and

WHEREAS, both parties herein wish to facilitate the implementation of aesthetic colored pavement within the right-of-way of the west legs of the Coral Way / SW 42nd Avenue (Le Jeune Road) and Biltmore Way / SW 42nd Avenue (Le Jeune Road) intersections within City limits, hereinafter referred to as the "Project" described as follows:

The Project scope consists of installation of aesthetic colored pavement within the existing crosswalks which will at no point overlap or extend beyond the two twelve-inch guidelines of the existing crosswalk.

WHEREAS, upon completion of the aesthetic colored pavement by the City, and in accordance with Section 13, the City shall, at its sole cost and expense, maintain, repair, and replace, as necessary, the aesthetic colored pavement installed as part of the Project; and

WHEREAS, the City shall, at its sole cost and expense, maintain, repair, and replace, as necessary, the striping for the pedestrian crosswalks, in a like manner to that of the crosswalks that currently exists at the Project locations; and

WHEREAS, the City, by Resolution attached hereto as Exhibit "A" and by reference made a part hereof, has 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. The aesthetic colored pavement may be installed on municipal and County roads per MUTCD-Official Ruling 3(09)-24(I) – Application of Colored Pavement. For installation on public right of way, the City shall hire a City-approved contractor and the work shall be performed under the supervision of the City’s Public Works Department.

Section 3. Standards. All aesthetic colored pavement submitted for review and approval shall be in accordance with this Agreement 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-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. Florida Highway Guide Sign Program chapter 14-51.

Section 4. Maintenance Responsibility. The City assumes sole and complete responsibility for the maintenance of all aesthetic colored pavement that are installed by the City at the Project location within City boundaries and the corresponding pavement marking. If the City fails to maintain, it shall be responsible for any and all costs incurred by the County to replace them, maintain 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 the

aesthetic colored pavement, 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 aesthetic colored pavement.

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. Failure to Comply with Agreement. Upon written notification by the County, the City shall immediately remove any aesthetic colored pavement that are not in compliance with the terms of this Agreement at the City's sole cost and expense. Failure to carry out any of the Duties and responsibilities assumed herein by the City may result in termination of the Agreement, at the sole discretion of the County upon five days' notice.

Section 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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 aesthetic colored pavement 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 aesthetic colored pavement installed by the City; provided the City shall restore the roadway and area in which the aesthetic colored pavement was located to the condition that existed before the City's installation.

Section 15. 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 16. 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: Alice N. Bravo, DTPW Director
111 NW 1st Street, Suite 1510
Miami, FL 33128

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: Peter Iglesias, City Manager
405 Biltmore Way
Coral Gables, FL 33134

With a Copy to:

Miriam Ramos, City Attorney
405 Biltmore Way
Coral Gables, FL 33134

With a Copy to:

City of Coral Gables, Public Works Department, Attn: Director,
2800 SW 72nd Avenue
Miami, FL 33155

[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.

ATTEST:

MIAMI-DADE COUNTY

HARVEY RUVIN, 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