

**INTERGOVERNMENTAL AGENCY AGREEMENT TO  
PERFORM TO PERFORM THE INSTALLATION AND  
MAINTENANCE OF ELECTRONIC SPEED FEEDBACK SIGNS**

THIS INTERGOVERNMENTAL AGENCY AGREEMENT TO INSTALL AND MAINTAIN ELECTRONIC SPEED FEEDBACK SIGNS (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2024, 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 jurisdiction of the County; and

**WHEREAS**, the City of Coral Gables desires to assume the installation and maintenance responsibilities of Speed Feedback Signs pertaining to its local municipal streets and only in approved locations by the County; and

**WHEREAS**, the City of Coral Gables has Transportation Engineers available to plan, design, and perform construction inspection of Transportation Projects 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 County and the City agree that nothing contained in this Amendment shall diminish or impact the rights of either entity or constitute an admission 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; and

**WHEREAS**, the City of Coral Gables will design, and submit for review and approval to the County any locations where the electronic speed feedback signs may be deemed necessary; and

**WHEREAS**, the City of Coral Gables shall adhere to Section 700 – Electronic Display Signs of the Miami-Dade County Public Works Department Traffic Signals and Signs Manual; and

**WHEREAS**, the City of Coral Gables 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 Parties agree as follows:

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

**Section 2. Speed Feedback Signs.** The City of Coral Gables may install and maintain electronic speed feedback signs on only those local municipal streets operated and maintained by the City

within its boundaries, and not on County or State roadways; or within school zones.

**Section 3. Installation.** Any such speed feedback signs may be installed on local municipal streets only after an appropriate design plan depicting the location of the new speed feedback signs has received approval from the County and must be submitted to the Department of Transportation and Public Works (“DTPW”) of the County. Purchase and installation of the speed feedback signs shall be carried out in accordance to County approved standards, procedures, and material requirements as determined in the sole and absolute discretion of the County. The City of Coral Gables assumes sole and complete responsibility for the installation and maintenance of all such speed feedback signs that are installed by the City of Coral Gables within its boundaries.

**Section 4. Decals.** The City of Coral Gables shall attach a decal to the back of the sign panels indicating the City of Coral Gables ownership and date of installation.

**Section 5. Standards.** All Speed Feedback Signs installed by the City of Coral Gables in accordance with this Agreement shall conform to the applicable requirements established by the following publications including the latest revisions:

- a. Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation, Federal Highway Administration
- b. Standard Highway Signs, U.S. Department of Transportation, Federal Highway Administration
- c. Florida Department of Transportation’s Standard Specifications for Road and Bridge Construction
- d. Miami-Dade County Public Works Standard Details Manual, or any other comparative criteria available to municipalities, which has been approved by the County.

**Section 6. Maintenance Responsibility.** The City of Coral Gables assumes sole and complete responsibility for the maintenance of all Speed Feedback signs installed by the City of Coral Gables on municipal roads within the City’s boundaries. The City shall be responsible for the aesthetics of all installed Speed Feedback signs (e.g. peeling, graffiti, flyers, stickers, etc.) If the City fails to maintain the Speed Feedback signs, it shall be responsible for any and all costs incurred by the County to replace or remove them.

**Section 7. Liability and Indemnification.** The City of Coral Gables 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 Speed Feedback signs, and hereby indemnifies to the extent allowed by Section 768.28, Florida Statutes, and saves harmless the County from any and all claims and damages arising from such installation, operation, or maintenance of the Speed Feedback signs.

**Section 8. No Waiver of Sovereign Immunity.** Notwithstanding any other term in this Agreement, nothing shall be deemed to be a waiver of either the City of Coral Gables 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.

**Section 9. Public Records.** The City of Coral Gables 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 by the County. The Parties shall each maintain their own 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 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 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 of Coral Gables 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 of Coral Gables shall continue to maintain, repair, and be responsible for any Speed Feedback signs installed by the City of Coral Gables while this agreement was in effect. Prior to the termination of this Agreement, however, the City of Coral Gables may elect to remove any one or all Speed Feedback signs installed by the City of Coral Gables; provided the City of Coral Gables shall restore the roadway and the area in which the Speed Feedback sign was located to the condition that existed before the City of Coral Gables' 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 deliver, 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 representative for notice purposes:

- a. **For the County:** Miami-Dade Department of Transportation and Public Works,  
Attn: Director, 111 NW 1<sup>st</sup> Street, Suite 1510, Miami, FL 33128

**With a Copy to:** Miami-Dade County Attorney's Office,  
111 NW 1<sup>st</sup> Street, Suite 2910, Miami, FL 33128

b. **For the City:** City of Coral Gables, Attn: Peter Iglesias, P.E., City Manager  
405 Biltmore Way, Coral Gables, FL 33134

**With a Copy to:** Cristina Suarez, City Attorney  
405 Biltmore Way, Coral Gables, FL 33134

**With a Copy to:** Hermes Diaz, Public Works Director  
2800 SW 72<sup>nd</sup> 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.

AS TO CITY:

\_\_\_\_\_  
Amos Rojas  
City Manager

Approved by Department Head or  
Designee:

\_\_\_\_\_  
Hermes Diaz  
Public Works Director

ATTEST:

\_\_\_\_\_  
Billy Y. Urquia  
City Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
SUFFICIENCY

\_\_\_\_\_  
Cristina M. Suarez  
City Attorney

AS TO COUNTY:

\_\_\_\_\_  
Mayor

Approved by Department Head or  
Designee:

\_\_\_\_\_  
XXXXXXXX  
Miami-Dade County Department  
of Transportation and Public Works

ATTEST:

\_\_\_\_\_  
XXXXXXXX  
Deputy Clerk