

**INTERGOVERNMENTAL AGENCY AGREEMENT TO INSTALL ARTISTIC  
PAVEMENT MARKINGS ON LOCAL AND COLLECTOR RESIDENTIAL STREETS  
OPERATED, MAINTAINED AND OWNED BY THE CITY**

THIS INTERGOVERNMENTAL AGENCY AGREEMENT TO OPERATIONALLY APPROVE, INSTALL, AND MAINTAIN ARTISTIC PAVEMENT MARKINGS ON LOCAL AND COLLECTOR RESIDENTIAL STREETS OPERATED, MAINTAINED AND OWNED BY THE CITY (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF MIAMI BEACH (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 Artistic Pavement Markings in Miami-Dade County are under the exclusive jurisdiction of the County; and

**WHEREAS**, Section 2-96.1 of the Miami-Dade County Code provides the County Manager or his/her designee with the authority, in his/her sole discretion, to enter into an intergovernmental agency agreement to permit an adequately equipped municipal agency to assume certain traffic control functions; and

**WHEREAS**, the City desires to assume responsibilities for artistic pavement markings pertaining to its local and collector residential streets operated, maintained and owned by the City only and has requested the COUNTY to allow it to perform the function of conducting engineering studies/analysis (collectively the “evaluation”) for the operational feasibility, installation, and maintenance of such Artistic Pavement Markings; and

**WHEREAS**, the City has the ability to plan, design, and perform construction inspection of Artistic Pavement Markings and has represented to the County that it is capable, equipped, and qualified to perform the duties and functions requested herein; and

**WHEREAS**, the City, by Resolution No. 202\_\_\_\_\_, attached hereto as Exhibit “\_\_\_” and by reference made a part hereof, has authorized the execution of this Agreement; and

**WHEREAS**, the parties agree that once this Agreement is executed, it shall clarify and ratify the jurisdiction of each party.

**WHEREAS**, the County and the City agree that nothing contained in this Agreement 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 Artistic Pavement Markings unless specifically set forth herein, including but not limited to any County powers under the Miami-Dade County Code; and

**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. Artistic Pavement Markings.** The City may install and maintain the following designated types of artistic pavement markings, on those local and collector residential streets operated, maintained and owned by the City within its boundaries:

- a) Colored Pavement
  - i. in Crosswalks
  - ii. in Medians
  - iii. for Islands
  - iv. for Bicycle Lanes
  - v. for Public Transit Systems
- b) Colored Pavement on City-Maintained Roadways
- c) Intersection Murals
- d) Crosswalk Murals
- e) Roadway Murals

**Section 3. Installation.** Any such artistic pavement markings may be installed on local and collector residential streets operated, maintained and owned by the City only after signed and sealed design plans have been reviewed and received written approval by the City, through its City Manager or his/her designee. A copy of such signed and sealed plans must be submitted to the Miami-Dade County Department of Transportation and Public Works (“DTPW”).

**Section 4. County Approval.** Additionally, any such artistic pavement markings may be installed on local and collector residential streets operated, maintained and owned by the City only after the signed and sealed plans have been submitted to the Miami-Dade County Department of Transportation and Public Works (“DTPW”) Permitting System and the City has received written approval by DTPW.

**Section 5. Standards.** All Artistic Pavement Markings installed by the City in accordance with this Agreement shall conform to the applicable requirements established by the following publications:

- a. U.S. Department of Transportation Federal Highway Administration, MUTCD Official Ruling 3(09)-24(I): Application of Colored Pavement Memorandum (August 15, 2013).

- b. Florida Department of Transportation’s Standard Specifications for Road and Bridge Construction.
- c. 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.
- d. Miami-Dade County Public Works Manual (available from the Department of Transportation and Public Works, Reproduction Services, 111 NW 1st Street, Suite 1604, Miami, FL 33128).
- e. Miami-Dade County Traffic Flow Modifications Handbook, 2021 Edition.
- f. City of Miami Beach Traffic Calming Manual, Revised July 22, 2010.
- g. City of Miami Beach Public Works Manual, Revised September 2021.
- h. National Association of City Transportation Officials (NACTO) Urban Bikeway Design Guide, Second Edition (2014): Colored Pavement Material Guidance

**Section 6. Maintenance Responsibility.** The City assumes sole and complete responsibility for the maintenance of artistic pavement markings that are installed by the City within its boundaries, including the artistic pavement markings installed along the City roads prior to this agreement, such markings are described in Exhibit “A” [applicable only if the City had previous artistic pavement markings installed within its boundaries]. The City shall be responsible for the aesthetics of all installed artistic pavement markings (e.g. peeling, graffiti, flyers, stickers, etc.). If the City fails to maintain the artistic pavement markings, 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 artistic pavement markings, 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 artistic pavement markings.

**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.** 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 Artistic Pavement Markings 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 Artistic Pavement Markings installed by the City; provided the City shall restore the roadway and area in which the Artistic Pavement Markings 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: Eulois Cleckley, 111 NW 1st Street, Suite 1510, Miami, FL 33128

**With a Copy To:** Miami-Dade County Attorney's Office, 111 NW 1st Street, Suite 2910, Miami, FL 33128

b. **For the City:** City of Miami Beach, Attn: City Manager, Alina Hudak, 1700 Convention Center Drive, Miami Beach, FL 33139

**With a Copy To:** City of Miami Beach, Attn: City Attorney, Rafael Paz, 1700 Convention Center Drive, Miami Beach, FL 33139

[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:**

\_\_\_\_\_  
EULOIS CLECKLEY, 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 MIAMI BEACH, FLORIDA:**

\_\_\_\_\_  
ALINA HUDAK, CITY MANAGER

ATTEST:

\_\_\_\_\_  
RAFAEL GRANADO, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
RAFAEL PAZ, CITY ATTORNEY