

**INTERGOVERNMENTAL AGENCY AGREEMENT
TO INSTALL TRAFFIC CALMING ON COLLECTOR RESIDENTIAL STREETS
OPERATED, MAINTAINED AND OWNED BY THE CITY**

THIS INTERGOVERNMENTAL AGENCY AGREEMENT TO OPERATIONALLY APPROVE, INSTALL AND MAINTAIN TRAFFIC CALMING ON 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 traffic control and traffic engineering services 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 engineering functions; and

WHEREAS, the City desires to assume responsibilities of traffic calming engineering functions pertaining to its 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 traffic calming devices; and

WHEREAS, the City has the ability to plan, design, and perform construction inspection of Traffic Calming Projects 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 “A” 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 the traffic control devices 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. Traffic Calming Devices. The City may install and maintain the following designated types of traffic calming devices, corresponding signs, and/or pavement markings (collectively the “Traffic Calming Devices”) on those collector residential streets operated, maintained and owned by the City within its boundaries, at no less than 150 feet from unsignalized intersections; and at no less than 250 feet from existing traffic signals, County roadways, State roadways and the boundaries of the City limits; nor adjacent to bicycle facilities or hospitals:

- a) Traffic Circles
- b) Speed Humps/ Speed Tables/ Speed Cushions
- c) In-Street Pedestrian Crossing Signs
- d) Raised Intersections

Section 3. Installation. Any such Traffic Calming Devices may be installed by the City on collector residential streets operated, maintained and owned by the City only after an appropriate evaluation has been performed and has received written approval by the City Manager or his/her designee and the City engineer. A copy of such evaluation must be submitted to the Miami-Dade County Department of Transportation and Public Works (“DTPW”).

Any such Traffic Calming Devices may be installed on 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. Provided that such design plans utilize the standard design attached as Exhibit “B”, no additional review or approval by the County shall be required before installation. To the extent that design plans deviate from the standard design attached as Exhibit “B”, such plans shall be submitted to DTPW for its review and written approval prior to installation.

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

Section 5. Standards. All Traffic Calming Devices installed by the City in accordance with this Agreement shall 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 Department of Transportation and Public Works, Reproduction Services, 111 NW 1st Street, Suite 1604, Miami, FL 33128).
- e. National Association of City Transportation Officials Urban Street Design Guide
- f. A Policy on Geometric Design of Highways and Streets, American Association of State Highways and Transportation Officials (AASHTO)
- g. Roundabouts: An Informational Guide, Federal Highway Administration, U.S Department of Transportation
- h. Florida Roundabout Guide, Florida Department of Transportation
- i. Florida Green Book (Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways)
- j. Miami-Dade County Traffic Flow Modifications Handbook, 2021 Edition, or any other available comparative municipal operational criteria which has been approved by the County

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

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. 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 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 Traffic Calming Devices 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 Traffic Calming Devices installed by the City; provided the City shall restore the roadway and area in which the Traffic Calming Devices 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: Director, 111 NW 1st Street, Suite 1510, Miami, FL 33128
- b. **With a Copy To:** Miami-Dade County Attorney's Office, 111 NW 1st Street, Suite 2910, Miami, FL 33128

- c. **For the City:** City of Miami Beach, Attn: City Manager, 1700 Convention Center Drive, 4th Floor, Miami Beach, Florida 33139
- d. **With a Copy To:** Office of the City Attorney, City Attorney, 1700 Convention Center Drive, 4th Floor, Miami Beach, Florida 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:

XXXXXX, P.E., 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 T. Hudak, CITY MANAGER

ATTEST:

Rafael Granado, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Rafael Paz, CITY ATTORNEY