

**EXHIBIT “A”**  
**INTERGOVERNMENTAL AGENCY AGREEMENT**  
**TO PERFORM TRAFFIC ENGINEERING FUNCTIONS**

THIS INTERGOVERNMENTAL AGENCY AGREEMENT TO PERFORM TRAFFIC ENGINEERING FUNCTIONS (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF NORTH 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**, the City desires to assume responsibilities of certain 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 for the feasibility of traffic calming devices and installing traffic calming; and

**WHEREAS**, the CITY has the ability 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 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,

**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 Control Devices.** The CITY may install and maintain the following designated types of traffic calming 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, and not less than 250 feet from existing traffic signals, County roadways, State roadways and the boundaries of the City limits; or within school zones, or adjacent to bicycle facilities or hospitals:

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

**Section 3. Installation.** Any such Traffic Calming Devices may be installed on local municipal streets only after an appropriate traffic engineering study has been performed and signed and sealed by a Florida licensed professional engineer, and has received written approval by the City Manager or his/her designee. A copy of such traffic study must be submitted to the Department of Transportation and Public Works (“DTPW”).

Any such Traffic Calming Devices 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. Provided that such design plans utilize the standard County 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 the County for its review and written approval. A copy of such design plans must be submitted to the applicable Department of the COUNTY.

**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 Control Devices installed by the City in accordance with this Agreement shall conform to the applicable requirements established by the following publications including latest revisions:

- 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
- 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 1<sup>st</sup> Street, Suite 1604, Miami, FL 33128).
- e. A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials (AASHTO).
- f. Roundabouts: An Informational Guide, Federal Highway Administration, U.S. Department of Transportation.
- g. Florida Roundabout Guide, Florida Department of Transportation.
- h. Miami-Dade County Traffic Flow Modification(s)/Street Closure Procedure, Revised January, 2009, or any other comparative criteria available to municipalities which have

been approved by the County, with the decision to elect one option or the other to be determined at the City's discretion.

- i. Florida Greenbook (Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways)

**Section 6. Maintenance Responsibility.** The CITY assumes sole and complete responsibility for the maintenance of Traffic Control Devices that are installed by the CITY within its boundaries, including the Traffic Control Devices installed by the CITY prior to this agreement; such devices include but are not limited to those described in Exhibit "B". The CITY shall be responsible for the aesthetics of all installed Traffic Control Devices (e.g. peeling, graffiti, flyers, stickers, etc.). If the CITY fails to maintain the Traffic Control Devices, then 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 Control 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 Control 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 Control Devices installed by the City; provided the City shall restore the roadway and area in which the Traffic Control 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 1<sup>st</sup> Street, Suite 1510, Miami, FL 33128
- b. **With a Copy To:** Miami-Dade County Attorney's Office, 111 NW 1<sup>st</sup> Street, Suite 2910, Miami, FL 33128
- c. **For the City:** CITY OF NORTH MIAMI BEACH, Attn: City Manager, 17011 NE 19<sup>TH</sup> Avenue, North Miami Beach, FL 33162
- d. **With a Copy To:** City Attorney

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 OR DESIGNEE

BY: \_\_\_\_\_  
COUNTY DEPUTY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
MIAMI-DADE COUNTY ATTORNEY'S OFFICE

ATTEST:

CITY OF NORTH MIAMI BEACH

BY: \_\_\_\_\_  
CITY CLERK

BY: \_\_\_\_\_  
CITY MANAGER

APPROVED AS TO FORM, AND LEGAL SUFFICIENCY:

BY: \_\_\_\_\_  
CITY ATTORNEY

