

INTERGOVERNMENTAL AGENCY AGREEMENT TO PERFORM TRAFFIC ENGINEERING FUNCTIONS

This intergovernmental agency agreement to perform traffic engineering functions (the "Agreement"), made and entered into this 22nd day of January 2015 by and between the CITY OF NORTH MIAMI, FLORIDA, a municipal corporation of the STATE OF FLORIDA, (the "City") and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, Miami-Dade County (the "County").

WITNESSETH

WHEREAS, pursuant to Section 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 the installation and maintenance responsibilities of certain additional 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 devices; and

WHEREAS, the City's 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, on June 24, 2014, the City of North Miami Mayor and City Council adopted Resolution No. 2014-R-50 approving an Intergovernmental Agency Agreement to allow the City to perform traffic engineering functions; and

WHEREAS, the parties are desirous of entering into this updated agreement which will replace the "INTERGOVERNMENTAL AGENCY AGREEMENT TO PERFORM TRAFFIC ENGINEERING FUNCTIONS" entered into on July 30, 2014; and

WHEREAS the City 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 City and the County agree as follows:

1. The recitals set forth above are incorporated herein by reference.
2. 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 boundary of City limits; or within school zones, or adjacent to bicycle facilities or hospitals:
 - a. Speed tables/humps/speed cushions
 - b. Raised Intersections
 - c. Texture pavements at existing intersections/roundabouts
 - d. Unraised or raised mid-block bulb-out
 - e. Curb extensions/bulb-outs
 - f. Chicanes
 - g. Median center islands/median extensions
 - h. Raised crosswalks at existing crosswalk locations
 - i. In-Street pedestrian crossing signs

- j. Roundabouts/traffic circles
 - k. Gateway features and/or historic Street Name Signs
 - l. Sidewalk barrier
 - m. Electronic speed feedback signs
 - n. Refurbish/add/improved pavement markings
- 3. 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, through its City Manager or his/her designee. A copy of such traffic study must be submitted to the Department of Transportation and Public Works ("DTPW") of the County.
- 4. Any such Traffic Calming Devices may be installed on local municipal streets provided that the proposed treatment is part of the City of North Miami's *Citywide Traffic Calming Study* (currently in process) or the treatment's design plans utilize the standard County design, no additional review or approval by DTPW shall be required before installation. To the extent that design plans deviate from the standard design, such plans shall be submitted to DTPW for its review and written approval. A copy of such design plans must be submitted to the Department of Transportation and Public Works ("DTPW") of the County.
- 5. The City shall attach a decal to the back of the sign panels indicating the City's ownership and date of installation.
- 6. The City assumes sole and complete responsibility for the maintenance of all such Traffic Calming Devices.
- 7. The City assumes sole and complete liability for any and all accidents, damages, claims, and/or injuries which may be alleged to occur or arise out of the installation, operation or maintenance of said Traffic Calming Devices, and hereby indemnifies and saves harmless the County from any and all claims and damages arising from such installation, operation or maintenance of the Traffic Calming Devices. All Traffic Calming 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. 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. A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials (AASHTO)
 - d. Roundabouts: An Informational Guide, Federal Highway Administration, U.S. Department of Transportation
 - e. Florida Roundabout Guide, Florida Department of Transportation
 - f. Florida Department of Transportation's Standard Specifications for Road and Bridge Construction
 - g. Florida Bicycle Facilities Planning and Design Handbook, Florida Department of

Transportation

- h. Miami-Dade County Public Works Standard Details Manual, or any other comparative criteria available to municipalities which has been approved by the County
- i. Miami-Dade County Traffic Flow Modification(s)/Street Closure Procedure, Revised January 2009, Exhibit A

8. Notwithstanding any other term in this Agreement, nothing shall be deemed to be a waiver of either the City 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.

9. For installation of Traffic Calming Devices, the City shall hire a County licensed contractor or perform the work in-house by the City Public Works crew.

10. The City shall be responsible for keeping records of any and all Installations and repairs, and furnishing pertinent documents as and when said records may be requested by the County.

11. 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, the City shall continue to maintain, repair, and be responsible for any traffic calming devices and signs 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 Device was located to the condition that existed before the City's installation.

12. Upon written notification by the County, the City shall immediately remove any Traffic Calming Device, at the City's sole cost and expense that is not in compliance with the terms of this Agreement.

IN WITNESS WHEREOF, the City of North Miami and the Miami-Dade County have caused this Agreement to be executed as of the date and year first above written:

ATTEST:

MIAMI-DADE COUNTY,

BY: _____
Clerk

BY: _____
County Manager

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____
County Attorney

ATTEST:

BY: _____
Vanessa Joseph, Esq.
City Clerk

CITY OF NORTH MIAMI,
A MUNICIPAL CORPORATION OF THE
STATE OF FLORIDA

BY: _____
Anna-Bo Emmanuel, FRA-RA, CP3P
Interim City Manager

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____
Jeff P. H. Cazeau
City Attorney