

**THIS INTERGOVERNMENTAL AGENCY AGREEMENT
TO PERFORM TRAFFIC ENGINEERING FUNCTIONS**

THIS INTERGOVERNMENTAL AGENCY AGREEMENT TO PERFORM TRAFFIC ENGINEERING FUNCTIONS (AGREEMENT), made and entered into this _____ day of _____, 2017, by and between the TOWN OF CUTLER BAY, FLORIDA, a municipal corporation of the STATE OF FLORIDA, hereinafter referred to as the "TOWN" and MIAMI-DADE COUNTY ("COUNTY"), a political subdivision of the STATE OF FLORIDA, MIAMI-DADE 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 TOWN desires to assume the installation and maintenance 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 devices; and

WHEREAS, the COUNTY has determined that the TOWN is both equipped and able to perform the traffic engineering functions as herein specified on its local streets; and

WHEREAS the TOWN has, by proper resolution attached hereto and by reference made a part hereof, authorized its office(s) to enter into this AGREEMENT.

NOW THEREFORE, the TOWN and the COUNTY agree as follows:

1. The recitals set forth above are incorporated herein by reference.
2. The TOWN will only install and maintain the following designated types of traffic control devices and/or signs and only on those local municipal streets operated and maintained by the TOWN within its boundaries:
 - a) Traffic Circles
 - b) Speed Humps/Tables
 - c) Historic Street Name Signs
 - d) In-Street Pedestrian Crosswalks, Raised Intersections and Crossing Sign
 - e) Speed Limit Signs

3. Traffic calming devices may be installed on local municipal streets only after an appropriate traffic engineering study has been performed and sealed and signed plans have been submitted to the Department of Transportation and Public Works ("DTPW") of the COUNTY for its review and approval.
4. Any such Traffic Calming Devices may be installed on local municipal streets after sealed and signed design plans have been reviewed and received written approval by the TOWN, through its Town Manager or his/her designee. Provided that such design plans utilize the standard County design attached as Exhibit "A", 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 "A", such plans shall be submitted to the County for its review and written approval. A copy of such design plans must be submitted to DTPW of the County.
5. The TOWN shall attach a decal to the back of the sign panels indicating the Town's ownership and date of installation.
6. The TOWN assumes sole and complete responsibility for the maintenance of all such Traffic Calming Devices that are installed by the TOWN within its boundaries.
7. The TOWN 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 Traffic Control Devices, and hereby indemnifies to the extent allowed by 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 Traffic Calming Devices. All Traffic Calming Devices installed by the TOWN in accordance with this AGREEMENT shall conform to the applicable requirements established by the following publications including latest revisions:

Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation Federal Highway Administration

Standard Highway Signs, U.S. Department of Transportation, Federal Highway Administration

A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials (AASHTO)

Roundabouts: An Informational Guide, Federal Highway Administration, U.S. Department of Transportation

Florida Roundabout Guide, Florida Department of Transportation

Florida Department of Transportation's Standard Specifications for Road and Bridge Construction

Florida Bicycle Facilities Planning and Design Handbook, Florida Department of Transportation

Miami-Dade County Public Works Standard Detail Manual

Miami-Dade County Traffic Flow Modification(s) Street Closure Procedure, Revise January 2008, Exhibit A

8. Notwithstanding any other term in this Agreement, nothing shall be deemed to be a waiver of either the TOWN of 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 control devices, the TOWN shall hire a COUNTY licensed contractor or perform the work in-house by the TOWN Public Works crew.
10. Should the TOWN install street name signs at the same site where a stop-top street name exists, then the TOWN shall first install their sign on a separate post, not to interfere with any other traffic sign, other corners of the intersection may be used for the Town sign. Subsequently, the Town shall remove the County's stop-top street name signs by an approved sign contractor. All signs and hardware removed shall be dismantled and returned to the Traffic Signals and Signs Division of the County's DTPW. Street name signs installed at the intersection of two (2) local roads should be placed at the northeast or northwest corner. Town historic street name signs shall be of a design approved by DTPW. In-street pedestrian crossing signs placed on pavement shall not be metal type.
11. The TOWN shall be responsible for keeping records of any and all installation and repairs, and furnishing pertinent documents as and when said records may be requested by the County.
12. Either the Town 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 thirty (30) business days written notice; provided, however, the Town shall continue to maintain, repair, and be responsible for any traffic calming devices and signs installed by the Town while this Agreement was in effect. Prior to the termination of this Agreement, however, the Town may elect to remove any one or all Traffic Calming Devices installed by the Town; provided the Town shall restore the roadway and area in which the Traffic Calming Devices was located to the condition that existed before the Town's installation.
13. Upon written notification by the County, the Town shall immediately remove any Traffic Calming Device, at the TOWN'S sole cost and expense that is not in compliance with the terms of this Agreement.

14. Any notice or communication required hereunder shall be addressed to the following:

TO COUNTY: Miami-Dade .County

Attention: Alice Bravo, P.E.
Director, Miami-Dade County
Transportation and Public Works Department
111 NW First Street, Suite 1640
Miami, Florida 33128
(305) 375-2960

TO TOWN: Town of Cutler Bay

Attention: Rafael G. Casals
Town Manager, Town of Cutler Bay
10720 Caribbean Boulevard, Suite 105
Cutler Bay, Florida 33189
(305) 234-4262

IN WITNESS WHEREOF, the parties hereto set their hands and official seals the day and year first above written.

ATTEST:

MIAMI-DADE COUNTY,
FLORIDA, BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN
CLERK OF THE BOARD

BY: _____
COUNTY DEPUTY CLERK

BY: _____
County Mayor or County Mayor's Designee

Approved as to form and legal sufficiency

BY: _____
Assistant County Attorney

ATTEST:

TOWN OF CUTLER BAY, a
municipal corporation of the
STATE OF FLORIDA

BY: _____
Debra E. Eastman
Interim Town Clerk

BY: _____
Rafael G. Casals
Town Manager

(AFFIX TOWN SEAL)

Approved by Town Attorney
as to form and legal sufficiency _____

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
Town Attorney