

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

THIS INTERGOVERNMENTAL AGENCY AGREEMENT TO PERFORM TRAFFIC ENGINEERING FUNCTIONS (Agreement), made and entered into this _____ by and between the Town of Miami Lakes, **FLORIDA**, a municipal corporation of the STATE OF FLORIDA, hereinafter referred as Town of Miami Lakes (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 of Miami Lakes desires to assume the installation and maintenance responsibilities of certain traffic engineering functions pertaining to its local municipal streets only; and

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

WHEREAS the Town of Miami Lakes has, by proper resolution attached hereto and by reference made a part hereof, authorized its officer(s) to enter into this **AGREEMENT**.

NOW THEREFORE, the Town of Miami Lakes and the COUNTY agree as follows:

1. The recitals set forth above are incorporated herein by reference.
2. The Town of Miami Lakes will only install and maintain the following designated types of traffic control devices, only on those local municipal streets operated and maintained by the Town of Miami Lakes within its boundaries:

Sharrow markings on city roads as approved by Miami Dade County.

3. Traffic calming devices may be installed on local municipal streets only after signed and sealed plans have been submitted to the Department of Transportation and Public Works (DTPW) of the **COUNTY** for its review and approval.

4. The Town of Miami Lakes assumes sole and complete responsibility for the installation and maintenance of all such traffic control devices (sharrow markings) that are installed by the Town of Miami Lakes within its boundaries.

5. The Town of Miami Lakes assumes sole and complete liability for any accidents and/or injuries which may or are alleged to occur or arise out of the installation, operation or maintenance of said traffic control devices (sharrow markings), and hereby indemnifies and saves harmless the **COUNTY** from any and all claims of negligence as a result of the installation, operation or maintenance of said markings.

6. All traffic control devices (sharrow markings) installed by the Town of Miami Lakes in accordance with this AGREEMENT shall conform to the applicable requirements established by the following publications:

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

Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation Federal Highway Administration (ANSI D6.1e-1989), including latest revisions.

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

Miami-Dade County Public Works Manual (available from the Public Works and Waste Management Department, Reproduction Services, 111 NW 1 Street, Suite 1604, Miami, FL 33128)

7. Notwithstanding any other term in this AGREEMENT, nothing shall be deemed to be a waiver of either the TOWN 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.

8. For installation of traffic control devices (sharrow markings), the Town of Miami Lakes shall hire a COUNTY licensed contractor or perform the work in-house by the Town of Miami Lakes Public Works crew.

9. The Town of Miami Lakes 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.

10. Failure to carry out any of the duties and responsibilities assumed herein by the Town of Miami Lakes may result in termination of this AGREEMENT, at the sole discretion of the COUNTY.

11. 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 twenty (20) business days written notice; provided, however, the TOWN shall continue to maintain, repair, and be responsible for any traffic control devices 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 control devices installed by the TOWN; provided the TOWN shall restore the roadway and area in which the traffic control device was located to the condition that existed before the TOWN's installation.

12. Upon written notification by the COUNTY, the TOWN shall immediately remove any traffic control device, at the TOWN's sole cost and expense that is not in compliance with the terms of this AGREEMENT.

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

TO COUNTY: Alice N. Bravo, DTPW Director

701 NW 1st Court - Suite 1700

Miami, FL 33136

TO TOWN: Alex Rey, Town Manager

 Town of Miami Lakes

 6601 Main Street, Suite 208

 Miami Lakes, FL 33014

IN WITNESS WHEREOF, the TOWN and the COUNTY have set their hands the day and year above written.

Attest:

MIAMI-DADE COUNTY

HARVEY RUVIN, CLERK

By: _____
County Mayor

By: _____
County Deputy Clerk

Approved as to form and legal sufficiency:

Assistant County Attorney

Attest:

TOWN OF MIAMI LAKES

By: _____
TOWN Clerk

By: _____
TOWN Manager

Approved as to form and legal sufficiency:

Approved as to insurance requirements:

By: _____
TOWN Attorney

By: _____