

**INTERGOVERNMENTAL AGENCY AGREEMENT
FOR TRAFFIC AND CONGESTION MANAGEMENT**

THIS INTERGOVERNMENTAL AGENCY AGREEMENT FOR TRAFFIC AND CONGESTION MANAGEMENT TO PERFORM TRAFFIC ENGINEERING FUNCTIONS (**AGREEMENT**), made and entered into this ____ day of _____, 2017, by and between the Town of Miami Lakes, **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 and County are continuously cooperating to improve traffic conditions and improve mobility throughout the Town; and

WHEREAS, the **TOWN** desires to assume the installation and maintenance responsibilities of certain traffic devices and responsibilities for certain traffic engineering functions within the **TOWN** boundaries; and

WHEREAS, the TOWN is both equipped and able to perform the traffic engineering functions as herein specified; and

WHEREAS the **TOWN** 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** and the **COUNTY** agree as follows:

1. The recitals set forth above are incorporated herein by reference.

2. The **COUNTY** shall install, operate, and maintain approved Intelligent Transportation Systems (ITS) devices (e.g. traffic monitoring cameras, Bluetooth/ WiFi traffic information systems, traffic data collection systems, etc.) that may be provided by the **TOWN** for use within **TOWN** boundaries. The Town shall be responsible for providing all equipment, software licensing, subscriptions, etc. needed for the installation and operation of the approved ITS devices.
3. The **COUNTY** is in the process of implementing upgrades to all traffic signals countywide over a 5 to 7 year period. In order to expedite this implementation within the **TOWN** boundaries; the **TOWN** may procure equipment and services from the **COUNTY's** approved provider of Caltrans 2070LX controllers, video detection systems, and traffic engineering services in order to upgrade traffic signals within mutually agreed upon corridor(s) to provide for advanced traffic management capabilities including but not limited to adaptive traffic signal controls, traffic responsive, etc. The **TOWN** shall be responsible for all costs for upgrading the traffic signals and the **COUNTY** shall be responsible for the **COUNTY** continued operations, engineering and maintenance costs for those traffic signals.
4. All traffic control devices and equipment must be approved and listed on the FDOT's Approved Products List and the County's Traffic Signal Qualified Products List.
5. The **TOWN** may provide installation sites and submit to the Traffic Signals and Signs Division (TSS) of the **COUNTY's** Department of Transportation and Public Works (DTPW) for review and implementation.
6. The **TOWN and the COUNTY** shall share all intersection vehicle counts and traffic data that may be collected through any efforts, including those not directly associated with this agreement.
7. The **TOWN** 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, 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 signs.

8. All traffic control signs and pavement markings installed by the **TOWN** in accordance with this **AGREEMENT** shall conform to the applicable requirements established by the following publications, as amended from time to time:

- 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

9. For the installation of approved and permitted traffic control devices, the **TOWN** shall hire a **COUNTY** licensed contractor or perform the work in-house by the **TOWN** Public Works crew.

10. The **TOWN** 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.

11. Failure to carry out any of the duties and responsibilities assumed herein by the **TOWN** may result in termination of this **AGREEMENT**, at the sole discretion of the **COUNTY**.

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: _____

Deputy Mayor

By: _____
County Deputy Clerk

Approved as to form and legal sufficiency:

Assistant County Attorney

Attest:

TOWN OF

By: _____
Town Clerk

By: _____
Town Manager

Approved as to form and legal sufficiency:

Town Attorney

Appendix A - Approved Intersections

- NW 154th Street and NW 77th Avenue
- NW 154th Street and SR 826/ Palmetto Expressway South
- NW 154th Street and NW 77th Court
- NW 154th Street and NW 79th Avenue
- NW 154th Street and NW 82nd Avenue
- NW 154th Street and NW 87th Avenue