



CITY OF DORAL  
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OFFICE OF THE CITY CLERK  
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Transmittal From: Public Works  
Department

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Name

Date of Transmittal: 5/27/2010



The following record (master) copy is being transmitted to the Office of the City Clerk:

- Contract
- Agreement Intergov. Agency Agreement (TRAFFIC ENG. Functions)
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Archived in the Office of the City Clerk on 5/28/10 (Date)

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

THIS INTERGOVERNMENTAL AGENCY AGREEMENT TO PERFORM TRAFFIC ENGINEERING FUNCTIONS (**AGREEMENT**), made and entered into this 11<sup>th</sup> day of May, 2010, by and between the **CITY OF DORAL, FLORIDA**, a municipal corporation of the STATE OF FLORIDA, hereinafter referred to as the **CITY** 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 **CITY** 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 **CITY** is both equipped and able to perform the traffic engineering functions as herein specified on its local streets; and

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

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

**2.1. Traffic Circle/Roundabouts at the following locations**

- a. **NW 109 Avenue at NW 78 Street**
- b. **NW 109 Avenue at NW 86 Street**
- c. **NW 112 Avenue at NW 78 Street**
- d. **NW 112 Avenue at NW 79 Lane**
- e. **NW 112 Avenue at NW 82 Street**

- f. **NW 114 Path/NW 114 Court at NW 52 Street**
- g. **NW 112 Avenue/NW 112 Court at NW 82 Street**

**2.2. Raised median and bike lanes:**

- a. **Along NW 112 Avenue from NW 74 Street to NW 112 Court**
- b. **Along NW 82 Street from NW 107 Avenue to NW 117 Avenue**

**2.3. Bike lanes:**

- a. **Along NW 78 Street from NW 107 Avenue to NW 112 Avenue**
- b. **Along NW 109 Avenue from NW 78 Street to NW 90 Street**

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 Public Works Department of the **COUNTY** for its review and approval.

3. The **CITY** shall attach a decal to the back of the sign panels indicating ownership and date of installation.

4. The **CITY** assumes sole and complete responsibility for the maintenance of all such signs that are installed by the **CITY** within its boundaries.

5. The **CITY** 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.

6. All traffic control signs installed by the **CITY** in accordance with this **AGREEMENT** shall conform to the applicable requirements established by the following publications:

- o Florida Department of Transportation's Standard Specifications for Road and Bridge Construction.
- o 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.
- o Standard Highway Signs, U.S. Department of Transportation, Federal Highway Administration.
- o Miami-Dade County Public Works Manual (available from the Public Works Department, Reproduction Services, 111 NW 1 Street, Suite 1604, Miami, FL 33128)

7. For installation of traffic control devices, the **CITY** shall hire a **COUNTY** licensed contractor or perform the work in-house by the **CITY** Public Works crew.



8. Should the CITY install street name signs at the same site where a stop-top street name exists, then the CITY shall utilize the other corners of the intersection. Subsequently, the CITY 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 Public Works Department.

9. 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.

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

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 Manager



By:   
County Deputy Clerk

Approved as to form and legal sufficiency:

  
Assistant County Attorney

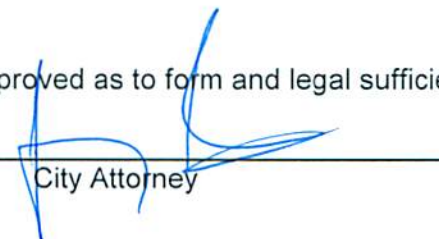
ATTEST:

CITY OF DORAL

By:   
City Clerk

By:   
City Manager

Approved as to form and legal sufficiency:

  
City Attorney