

RESOLUTION No. 20-180

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY TO OBTAIN THE COUNTY'S APPROVAL AUTHORIZING THE CITY TO INSTALL AND MAINTAIN SHARROW MARKINGS AND SIGNAGE AS OUTLINED IN THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral desires to improve the quality of life and public health through traffic safety improvements on City and Local streets; and

WHEREAS, per Miami-Dade County (MDC) Code Sections 2-95 and 2-96.1 all traffic control and traffic engineering services within the County are under the exclusive jurisdiction of MDC; and

WHEREAS, the City of Doral Public Works Department (PWD) has requested to assume the installation and maintenance responsibilities of SHARROW markings and signage on local municipal residential streets (NW 109 Avenue from NW 50 Street to NW 58 Street, and NW 77 Terrace from NW 102 Avenue to NW 99 Avenue); and

WHEREAS, the City of Doral currently has approval from MDC to install the SHARROW and signage along the approved corridors; and

WHEREAS, the proposed SHARROW markings and signage provide a greater ability to focus on pedestrian safety and greater emphasis on motorists' speeds; and

WHEREAS, upon full execution of this agreement, or as in the attached substantial form, the PWD will move forward with the installation and maintenance of the SHARROW markings and signage; and

WHEREAS, if the County makes any substantial changes to the agreement prior to execution the PWD will present the revised agreement to Council for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. Approval. The Interlocal Agreement for SHARROW marking and signage, attached hereto as Exhibit "A", is hereby approved.

Section 3. Authorization. The City Manager is authorized to execute the Interlocal Agreement.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Cabrera who moved its adoption. The motion was seconded by Councilmember Cabral and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 9 day of September, 2020.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY

EXHIBIT “A”

**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 _____, 2019, by and between the CITY OF DORAL (the “City”), a municipal corporation of the STATE OF FLORIDA, and MIAMI-DADE COUNTY (the “County”), a political subdivision of the STATE OF FLORIDA, MIAMI-DADE County.

WITNESSETH

WHEREAS, pursuant to Section 2-95 and 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, Section 2-96.1 of the Miami-Dade County Code provides the County Manager or his/her designee with the authority, in his/her sole discretion, to enter into an intergovernmental agency agreement to permit an adequately equipped municipal agency to assume certain traffic control functions; 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 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. **Recitals Adopted.** The recitals set forth above are incorporated herein by reference.
2. **Traffic Control Devices.** The CITY may install and maintain only the following

designated type of traffic control devices; and only on those local municipal streets operated and maintained by the CITY within its boundaries:

- a) Sharrow Markings and signage along NW 109 Avenue from NW 50 Street to NW 58 Street and along to NW 77 Terrace from 102 Avenue to NW 99 Path

3. **Maintenance Responsibility.** The CITY assumes sole and complete responsibility for the installation and maintenance of all such Traffic Control Devices that are installed by the CITY within its boundaries.

4. **Liability and Indemnification.** 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 to the extent allowed by section 768.28, Florida Statutes, and holds the COUNTY harmless from any and all claims, including but not limited to negligence arising out of or relating to installation, operation or maintenance of said devices.

5. **Installation.** Traffic Control 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 written approval. For installation of Traffic Control Devices, the CITY shall hire a COUNTY licensed contractor or perform the work in-house by CITY's Public Works crew.

6. **Standards.** All Traffic Control Devices installed by the CITY 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. **No Waiver of Sovereign Immunity.** Notwithstanding any other term in this Agreement, nothing herein shall be deemed a waiver of the CITY or the COUNTY's immunity, or sovereign rights, or limitations of liability as provided by Section 768.28, Florida Statutes, as may be amended from time to time.

8. **Public Records.** 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. The parties shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

9. **Termination.** 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, that at the option of the COUNTY, the CITY shall continue to maintain, repair, and be responsible for any Traffic Control Devices 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 Control Devices installed by the CITY, provided the CITY shall restore the roadway and area in which the Traffic Control Device was located to the condition that existed before the CITY's installation.

10. **Failure to Comply with Agreement.** Upon written notification by the COUNTY, the CITY shall immediately remove any Traffic Control Devices that are not in compliance with the terms of this Agreement at the CITY's sole cost and expense. Failure to carry out any of the Duties and responsibilities assumed herein by the CITY may result in termination of the Agreement, at the sole discretion of the COUNTY upon five days' notice.

11. **Headings.** The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

12. **Ambiguities.** The preparation of this Agreement has been a joint effort of the Parties hereto and both Parties have had the benefit of consultation with legal counsel of their choosing prior to its execution. The resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

13. **Entirety.** This Agreement embodies the entire agreement between the Parties with respect to the matters addressed herein. Previous agreements and understandings of the Parties with respect to such matters are null, void, and of no effect. Notwithstanding any other provision contained herein, no third-party beneficiaries are created with respect to any claims against the COUNTY by virtue of this Agreement.

14. **Amendments.** This Agreement may be amended, modified, or altered, and its material provisions may be waived, only by written instrument, and only if properly executed by all parties hereto.

15. **Effective Date.** This Agreement shall become effective on the date first written above after such Agreement is fully executed by all parties hereto.

16. **Execution.** This Agreement may be executed in one or more hard or electronic counterparts, which, when taken together, shall constitute one fully executed instrument.

17. **Notice.** Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (e.g., Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. The method of delivery shall be consistent among all of the

persons listed herein. For the present, the Parties designate the following as the respective places for notice purposes:

TO COUNTY: Alice N. Bravo, DTPW Director
701 NW 1st Court - Suite 1700
Miami, FL 33136

TO CITY: Albert P. Childress, City Manager
City of Doral
8401 NW 53 Terrace
Doral, FL 33166

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: _____
Deputy Mayor

By: _____
County Deputy Clerk

Approved as to form and legal sufficiency:

Assistant County Attorney

Attest:

CITY OF

By: _____
City Clerk

By: _____
City Manager

Approved as to form and legal sufficiency:

City Attorney