

**OFFICIAL FILE COPY  
CLERK OF THE BOARD  
OF COUNTY COMMISSIONERS  
MIAMI-DADE COUNTY, FLORIDA**

**INTERGOVERNMENTAL AGENCY AGREEMENT TO ALLOW  
THE CITY TO PERFORM THE INSTALLATION AND  
MAINTENANCE OF ELECTRONIC SPEED FEEDBACK SIGNS  
(Speed Feedback Signs)**

THIS INTERGOVERNMENTAL AGENCY AGREEMENT TO INSTALL AND MAINTAIN ELECTRONIC SPEED FEEDBACK SIGNS ("Agreement") is made and entered into this 2<sup>nd</sup> day of November, 2021, 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.

**WITNESSETH**

**WHEREAS**, pursuant to Sections 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**, the City of Doral desires to assume the installation and maintenance responsibilities of Speed Feedback Signs pertaining to its local municipal streets only and only in approved locations by the County; and

**WHEREAS**, the City of Doral has Transportation Engineers available to plan, design, and perform construction inspection of Transportation Projects within its Public Works Department, and has represented to the County that it is capable, equipped, and qualified to perform the duties and functions requested herein; and

**WHEREAS**, the City currently has approval from Miami-Dade County for the installation of electronic speed feedback signs in the Section 7 area of the City; and

**WHEREAS**, the City will design, and submit for review and approval to the County any future locations where the electronic speed feedback signs may be deemed necessary; and

**WHEREAS**, the City shall adhere to Section 700 – Electronic Display Signs of the Miami Dade County Public Works Department Traffic Signals and Signs Division Manual, and

**WHEREAS**, the City of Doral 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 of Doral and the County agree as follows:

**Section 1. Recitals Adopted.** The recitals set forth above are incorporated herein by reference.

**Section 2. Speed Feedback Signs.** The City of Doral may install and maintain electronic speed feedback signs on only those local municipal streets operated and maintained by the City within its boundaries, and not on County or State roadways; or within school zones.

**Section 3. Installation.** Any such speed feedback signs may be installed on local municipal streets only after an appropriate design plan depicting the location of the new speed feedback signs has received approval from the County and must be submitted to the Department of Transportation and Public Works ("DTPW") of the County. Purchase and installation of speed feedback signs shall be carried out in accordance to County approved standards, procedures, and material requirements as determined in the sole and absolute discretion of the County. The City assumes sole and complete responsibility for the installation and maintenance of all such speed feedback signs that are installed by the City within its boundaries.

**Section 4. Decals.** The City of Doral shall attach a decal to the back of the sign panels indicating the City of Doral's ownership and date of installation.

**Section 5. Standards.** All Speed Feedback Signs installed by the City of Doral in accordance with this Agreement shall conform to the applicable requirements established by the following publications including latest revisions:

- a) Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation Federal Highway Administration
- b) Standard Highway Signs, U.S. Department of Transportation, Federal Highway Administration
- c) Florida Department of Transportation's Standard Specifications for Road and Bridge Construction
- d) Miami-Dade County Public Works Standard Details Manual, or any other comparative criteria available to municipalities which has been approved by the County.

**Section 6. Maintenance Responsibility.** The City of Doral assumes sole and complete responsibility for the maintenance of all speed Feedback signs installed by the City on local municipal roads within the City's boundaries. The City shall be responsible for the aesthetics of all installed speed feedback signs (e.g. peeling, graffiti, flyers, stickers, etc.). If the City fails to maintain the speed feedback signs, it shall be the responsible for any and all costs incurred by the County to replace them or remove them.

**Section 7. Liability and Indemnification.** The City of Doral 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 Speed Feedback Signs, and hereby indemnifies to the extent allowed by Section 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 Speed Feedback Signs.

**Section 8. No Waiver of Sovereign Immunity.** Notwithstanding any other term in this Agreement, nothing shall be deemed to be a waiver of either the City of Doral 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.

**Section 9. Public Records.** The City of Doral shall be responsible for keeping records of any and all installations and repairs, and for furnishing pertinent documents as and when said records may be requested by the County. The Parties shall each maintain their own requirements for records retention set forth in Chapter 119, Florida Statutes.

**Section 10. 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.

**Section 11. 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.

**Section 12. 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.

**Section 13. 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.

**Section 14. Effective Date.** That this Agreement shall become effective on the date first written above after such Agreement is fully executed by all parties hereto.

**Section 15. Termination.** Either the City of Doral 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 City of Doral shall continue to maintain, repair, and be responsible for any Speed Feedback Signs installed by the City of Doral while this Agreement was in effect. Prior to the termination of this Agreement, however, the City of Doral may elect to remove any one or all Speed Feedback Signs installed by the City of Doral; provided the City of Doral shall restore the roadway and area in which the Speed Feedback Sign was located to the condition that existed before the City of Doral's installation.

**Section 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.

**Section 17. Notice.** Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand deliver, 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 representative for notice purposes:

- a. **For the County:** Miami-Dade Department of Transportation and Public Works,  
Attn: Director, 111 NW 1<sup>st</sup> Street, Suite 1510, Miami, FL 33128

**With a Copy To:** Miami-Dade County Attorney's Office,  
111 NW 1<sup>st</sup> Street, Suite 2910, Miami FL 33128

- b. **For the City:** City of Doral, Attn: Hernan M. Organvidez, Interim City Manager,  
8401 NW 53<sup>rd</sup> Terrace, Doral, FL 33166

**With a Copy To:** Luis Figueredo, City Attorney,  
8401 NW 53<sup>rd</sup> Terrace, Doral, FL 33166

**With a Copy To:** City of Doral Public Works Department,  
Attn: Director, 8401 NW 53<sup>rd</sup> Terrace, Doral, FL 33166

IN WITNESS WHEREOF, the City and the County have set their hands the day and year above written.

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY

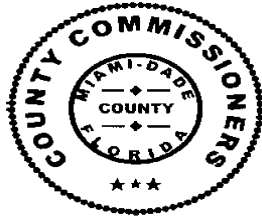
By:



County Mayor or Designee

By:   
County Deputy Clerk

(Affix County Seal)



Approved as to form and legal sufficiency:

  
Assistant County Attorney

THE CITY OF DORAL, FLORIDA

ATTEST:

CITY OF DORAL, FLORIDA, a municipal Corporation of the State of Florida

By:   
Connie Diaz, MMC, City Clerk

(Affix City of Doral Seal)

By:   
Hernan M. Organvidez, Interim City Manager

APPROVED AS TO LEGAL FORM CORRECTNESS:


By:   
Luis Figueredo, City Attorney

EXHIBIT "A"

City of Doral Resolution No.

20-181

**RESOLUTION No. 20-181**

**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 ELECTRONIC SPEED FEEDBACK SIGNS 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 Electronic Speed Feedback Signs on local municipal streets; and

**WHEREAS**, the City of Doral currently has approval from MDC to install the speed feedback signs within Section 7 of the City; and

**WHEREAS**, the City will provide design plans for any additional locations outside of Section 7 but within the City's limits and submit said plans to the County for review and approval prior to design and installation of additional speed feedback signs; and

**WHEREAS**, the proposed speed feedback signs 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 implementation of the speed feedback signs within City limits; 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 Electronic Speed Feedback Signs, 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