

RESOLUTION NO. 2024-3288

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY RELATING TO TRAFFIC ENGINEERING FUNCTIONS ATTACHED HERETO AS EXHIBIT “A”; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Miami-Dade County (“County”) has exclusive jurisdiction of traffic control and traffic engineering services; and

WHEREAS, the Town of Surfside (“Town”) has completed its 2023 Townwide Traffic and Pedestrian Safety Study (“Study”); and

WHEREAS, the Town seeks to assume responsibility for its traffic engineering functions on its municipal streets in accordance with its Study, including any additional engineering studies and installation of traffic calming solutions; and

WHEREAS, the Town’s Public Works Department is capable, equipped and qualified to perform any work necessary in this regard; and

WHEREAS, the Town is best suited to perform said functions; and

WHEREAS, the County has proposed entering into an Interlocal Agency Agreement attached hereto as Exhibit “A” (“Agreement”), relating to traffic engineering functions; and

WHEREAS, the Town Commission seeks to approve the Agreement and authorize the Interim Town Manager to enter into the Agreement with the County relating to traffic engineering functions, in substantially the form attached hereto as Exhibit “A”; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Approval of Intergovernmental Agency Agreement. The Agreement attached hereto as Exhibit "A" is hereby approved as of the Effective Date.

Section 3. Implementation of Contract. The Interim Town Manager is hereby authorized to take any and all necessary or further action to execute and implement said Agreement.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption and the Agreement as of the Effective Date.

PASSED AND ADOPTED this 14th day of May, 2024.

Motion by Vice Mayor Paul.
Second by Commissioner Velasquez.

FINAL VOTE ON ADOPTION

Commissioner Ruben Coto	<u>Yes</u>
Commissioner Nelly Velasquez	<u>Yes</u>
Commissioner Gerardo Vildostegui	<u>Yes</u>
Vice Mayor Tina Paul	<u>Yes</u>
Mayor Charles W. Burkett	<u>Yes</u>

ATTEST:

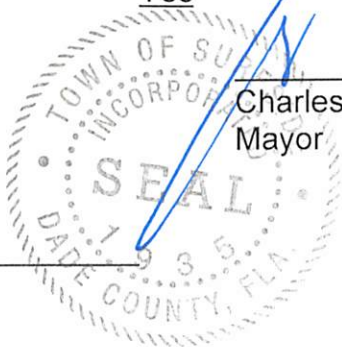


Sandra McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**



Mark Blumstein
Interim Town Attorney



Charles W. Burkett
Mayor

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

THIS INTERGOVERNMENTAL AGENCY AGREEMENT TO PERFORM TRAFFIC ENGINEERING FUNCTIONS (“Agreement”) is made and entered into this __day of _____, 2024, by and between the TOWN OF SURFSIDE (the “Town”), a municipal corporation of the State of Florida, and MIAMI-DADE COUNTY (the “County”), a political subdivision of the State of Florida.

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, in 2023, the Town conducted the Townwide Traffic and Pedestrian Safety Study through the Corradino Group, driven by the primary objective of enhancing traffic calming measures and improving pedestrian safety throughout the Town, prompting the need for a comprehensive evaluation of existing conditions and effective mitigation strategies; and

WHEREAS, following the findings and recommendations of the traffic study, the Town desires to assume responsibilities for certain traffic engineering functions pertaining to its local municipal streets exclusively and has requested the County to allow it to perform the function of conducting any additional engineering studies as needed, and install traffic calming solutions throughout Town municipal streets as provided herein; and

WHEREAS, the Town has the ability to plan, design, and perform construction inspection of such 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 Town believes it is best suited to perform such functions, given the evolving demographic of the community and the prevalent preference for walking as the primary mode of transportation within the Town, which may be influenced by various cultural and religious practices throughout the area; and

WHEREAS, additionally the residential neighborhoods of the Town are situated to the west of major County and state roads, enabling the Town to effectively manage and maintain traffic calming devices on municipal streets while minimizing disruptions and impact to the arterial roads along Collins Avenue and Harding Avenue, A1A; and

WHEREAS, the County and the Town agree that nothing contained in this Agreement shall diminish or impact the rights of either entity or constitute an admission with respect to jurisdiction, sovereign or permitting powers, or in any other matter related to the installation, use and maintenance

of the traffic control devices unless specifically set forth herein, including but not limited to any County powers under the Miami-Dade County Code,

NOW, THEREFORE, THE TOWN AND THE COUNTY AGREE AS FOLLOWS:

Section 1. Recitals Adopted. That the above-stated recitals are incorporated herein by reference and confirmed.

Section 2. Traffic Control Devices. The Town may install and maintain the following designated types of traffic calming devices, and/or signs (collectively the “Traffic Calming Devices”) and only on those local municipal streets operated and maintained by the Town within its boundaries, and not less than 250 feet from existing traffic signals, County roadways, State roadways and the boundaries of the Town limits; or within school zones, or adjacent to bicycle facilities or hospitals:

- a) Traffic Circles
- b) Speed Humps/Speed Tables/Cushions
- c) In-Street Pedestrian Crossing Signs
- d) Raised Intersections

Section 3. Installation. Any such Traffic Calming Devices may be installed on local municipal streets after a traffic engineering study has been performed and signed and sealed by a Florida licensed professional engineer and has received written approval by the Town Manager or his/her designee. A copy of such traffic study must be submitted to the County Department of Transportation and Public Works (“DTPW”).

Any such Traffic Calming Devices may be installed on local municipal streets only after sealed and signed design plans have been reviewed and received written approval by the Town, through its Town Manager or his/her designee. Provided that such design plans utilize the standard County design attached as Exhibit “A”, no additional review or approval by the County shall be required before installation. To the extent that design plans deviate from the standard design attached as Exhibit “A”, such plans shall be submitted to the County for its review and written approval before installation. A copy of such design plans must be submitted to the applicable Department of the County.

Section 4. Decals. The Town shall attach a decal to the back of the sign panels indicating ownership and date of installation.

Section 5. Standards. All Traffic Control Devices installed by the Town in accordance with this Agreement shall conform to the applicable requirements established by the following publications including latest revisions:

- a. Florida Department of Transportation's Standard Specifications for Road and Bridge Construction;
- b. Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation Federal Highway Administration
- c. Standard Highway Signs, U.S. Department of Transportation, Federal Highway Administration; and
- d. Miami-Dade County Public Works Manual (available from the Public Works and Waste Management Department, Reproduction Services, 111 NW 1st Street, Suite 1604, Miami, FL 33128).
- e. A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials (AASHTO).
- f. Roundabouts: An Informational Guide, Federal Highway Administration, U.S. Department of Transportation.
- g. Florida Roundabout Guide, Florida Department of Transportation.
- h. Miami-Dade County Traffic Flow Modification(s)/Street Closure Procedure, Revised January, 2009, or any other comparative criteria available to municipalities which have been approved by the County, with the decision to elect one option or the other to be determined at the TOWN's discretion.
- i. Florida Greenbook (Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways)

Section 6. Maintenance Responsibility. The Town assumes sole and complete responsibility for the maintenance of Traffic Control Devices that are installed by the Town within its boundaries, including the Traffic Control Devices installed by the Town prior to this Agreement. The Town shall be responsible for the aesthetics of all installed Traffic Control Devices (e.g. peeling, graffiti, flyers, stickers, etc.). If the Town fails to maintain the Traffic Control Devices, then it shall be responsible for any and all costs incurred by the County to replace them or remove them.

Section 7. Liability and Indemnification. The Town assumes sole and complete liability for any and all accidents and/or injuries which may, or are alleged to, occur or arise out of the installation, operation, or maintenance of 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 the Traffic Control Devices.

Section 8. No Waiver of Sovereign Immunity. Notwithstanding any other term in this Agreement, nothing herein shall be deemed a waiver of the Town or the County's immunity, sovereign rights, or limitations of liability as provided by Section 768.28, Florida Statutes, as may be amended from time to time.

Section 9. Public Records. The Town 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. 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

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 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, that at the option of the County, 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 Devices was located to the condition that existed before the Town'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 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:

- a. **For the County:** Miami-Dade Department of Transportation and Public Works, Attn: Director, 111 NW 1st Street, Suite 1510, Miami, FL 33128
- b. **With a Copy To:** Miami-Dade County Attorney’s Office, 111 NW 1st Street, Suite 2810, Miami, FL 33128
- c. **For the Town:** Town of Surfside, Attn: Town Manager, 9293 Harding Avenue, Surfside, Florida 33154
- d. **With a Copy To:** Town Attorney, 9293 Harding Avenue, Surfside, Florida 33154

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

ATTEST:

MIAMI-DADE COUNTY

BY: _____
COUNTY MAYOR OR DESIGNEE

BY: _____
COUNTY DEPUTY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

MIAMI-DADE COUNTY ATTORNEY’S OFFICE

ATTEST:

TOWN OF SURFSIDE

BY: _____
TOWN CLERK

BY: _____
TOWN MANAGER

APPROVED AS TO FORM, AND LEGAL SUFFICIENCY:

BY: _____
TOWN ATTORNEY

EXHIBIT "A"

STANDARD DESIGNS