

**INTERGOVERNMENTAL AGENCY AGREEMENT
BETWEEN THE CITY OF MIAMI BEACH,
FLORIDA AND MIAMI-DADE COUNTY,
FLORIDA**

THIS INTERGOVERNMENTAL AGREEMENT (the “Intergovernmental Agreement”), made this ___ day of _____, 2025, by and between Miami-Dade County, Florida, a political subdivision of the State of Florida (the “County”) and the City of Miami Beach, a municipal corporation under the laws of the State of Florida (the “City”) ; and

WHEREAS, the Act provides “the governing body of any county which has adopted a home rule charter may, in its discretion, by resolution delegate the exercise of the powers conferred upon the county by [the Act] within the boundaries of a municipality to the governing body of such a municipality;” and

WHEREAS, the Act further provides that “[s]uch a delegation to a municipality shall confer only such powers upon a municipality as shall be specifically enumerated in the delegating resolution;” and

WHEREAS, on March 22, 2017, the City of Miami Beach Mayor and City Commission adopted Resolution No. 2017-29800, to award a design/build agreement to Ric-Man Construction Florida, Inc. (Ric-Man), for design-build services for West Avenue Improvements North of 14th Street (Phase II); and

WHEREAS, on February 4, 2021 Change Order No. 5 was executed, in part, to enhance the aesthetics of the neighborhood, increase its walkability, and improve the quality of life of its residents; and

WHEREAS, street pavers were included in the project as part of Change Order No. 5 at the street end of 14th Street, 16th Street, Lincoln Terrace, Lincoln Road, Lincoln Ct and Bay Road (from Lincoln Rd to the Canal); and

WHEREAS, Miami-Dade County (the “County”), through County Ordinance No. 68-70, § 1, enacted Nov. 19, 1968, has jurisdictional authority over traffic engineering, traffic control devices, and municipal traffic markings, and permits signing and pavement markings plans through the Miami-Dade County Department of Transportation and Public Works; and

WHEREAS, the County, in accordance with County Ordinance No. 68-70, § 1, wishes to establish an Intergovernmental Agreement between the City and the County for the maintenance of the pavers, and the 25 mph speed limit signs; and

WHEREAS, the City and the County are mutually desirous of providing assurances for the future continued maintenance, repair, and replacement, when necessary, of the pavers; and the speed signs and

WHEREAS, the City shall, at its sole cost and expense, maintain, repair, replace, and remove as necessary the pavers; and the speed signs and

NOW, THEREFORE, in consideration of the premises and the mutual covenants recorded herein, the County and the City agree as follows:

I. Installation

The pavers will be installed in the following areas (the “Improved Areas”):

- A. Bay Road from the intersection of Lincoln Road to the Collins Canal, including the interstation of Bay Road and Lincoln Road.
- B. Lincoln Court from the intersection of Lincoln Road to the Collins Canal
- C. Lincoln Road from the intersection of Lincoln Court to the street end at Biscayne Bay, including the intersection of Lincoln Court and Lincoln Road
- D. Lincoln Terrace from Bay Road to Biscayne Bay
- E. 16th Street from Bay Road to the street end at Biscayne Bay
- F. 14th Street from Bay Road to the street end at Biscayne Bay

The reduced speed, 25 MPH speed signs will be installed along the following areas:

- A. West Ave between 14th Street and Lincoln Rd,
- B. Bay Rd, Between 14th Street and Dade Blvd Canal.

II. Standards

All work covered by this intergovernmental agreement submitted for review and approval shall be in accordance with this Agreement and conform to the applicable requirements established by the following publications:

- 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 (ANSI D6- Ie- 1989), including latest revisions;
- 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. Florida Highway Guide Sign Program chapter 14-51.
- F. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for

Streets and Highways (Florida Greenbook)

III. Maintenance Responsibility

The City assumes sole and complete responsibility for the maintenance of all pavers that are installed within the Improved Area within City boundaries. If the City fails to maintain the pavers, and the speed signs and it shall be responsible for any and all costs incurred by the County to replace them, maintain them, or remove them.

IV. Liability and Indemnification

The City 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 the pavers, and the speed signs 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 pavers, and the speed signs.

V. 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 sovereign immunity, sovereign rights, or limitations of liability as provided by Section 768.28, Florida Statutes, as may be amended from time to time.

VI. Failure to Comply with the Agreement

The City 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.

VII. 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.

VIII. Amendments

This Agreement may be amended, modified, released, or altered, and its material provisions may be waived, only by written instrument. and only if properly executed by all parties hereto. This Agreement may be released if the following conditions are met:

The pavers in the Improved Area are replaced with asphalt pavement. If other materials, such as pavers, are utilized, this Agreement shall remain in full force and effect.

The speed limits are reversed to 30 MPH and the speed signs are updated throughout the project area.

IX. Effective Date

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

X. Inspector General Review

A. The County shall have the right to retain, at its sole cost, the services of an independent private sector inspector general whenever the County deems it appropriate to do so, in accordance with Miami-Dade County Administrative Order No. 3-20.

B. The City shall have the right to utilize the services of the City's Inspector General, at its sole cost, whenever the City deems it appropriate to do so in accordance with Section 2-276, of the City's Code of Ordinances.

XI. 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.

XII. Miscellaneous

A. Third Party Beneficiaries. None of the parties intend to directly or substantially benefit any third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

B. Construction of Agreement. All parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

C. Jurisdiction. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Miami-Dade County, Florida.

D. Severance. Should any clause or provision of this Agreement be determined to be illegal, invalid, or unenforceable under any present or future law by final judgment of a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any such provision is held to be illegal, invalid, or unenforceable, there will be added in lieu thereof a legal, valid, and enforceable provision that is as similar as possible in terms to the illegal invalid or unenforceable provision, which is agreed to by all parties.

E. Waiver. No consent or waiver by a party to, or of, any breach, or default, by the

other party in the performance by such other party of its obligations under this Agreement will be deemed or construed to be a consent or waiver to, or of, any other breach or default in the performance by such other party of the same or any other obligations of such other party hereunder. No action or inaction shall be construed as a consent or waiver and all consents and waivers must be in writing signed by the party against whom enforcement of the consent or waiver is sought. Failure by a party to complain of any act, or inaction, of the other party or to declare the other party in default, irrespective of how long such failure continues, will not constitute a waiver by such party of its rights hereunder. The giving of consent by a party in any one instance will not limit or waive the necessity to obtain such party's consent in any future instance.

F. This Agreement may be amended only by the written agreement signed by the City, and the County.

G. The recitals in this Agreement are incorporated in the Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed in their names by their duly authorized officers and the corporate seals to be affixed hereto, all as of the day and year first above written.

CITY OF MIAMI BEACH

Approved for form and legal sufficiency

By: _____
Eric Carpenter
City Manager

By: _____
Assistant County Attorney

ATTEST

By: _____
City Clerk

Approved for form and legal sufficiency

By: _____
City Attorney

MIAMI-DADE COUNTY

By: _____
Mayor

ATTEST

By: _____
Deputy Clerk

