

**INTERGOVERNMENTAL AGENCY AGREEMENT
FOR THE INSTALLATION AND MAINTENANCE OF 25 MPH SPEED LIMIT SIGNS AND
INSTALLATION OF ELECTRONIC SPEED FEEDBACK SIGNS OPERATED AND
MAINTAINED BY THE CITY OF NORTH MIAMI**

THIS INTERGOVERNMENTAL AGENCY AGREEMENT FOR INSTALLATION AND MAINTENANCE OF 25 MPH SIGNS AND SPEED FEEDBACK SIGNS MAINTAINED BY THE CITY OF NORTH MIAMI (**AGREEMENT**), made and entered into this ____ day of _____, 2016, by and between the

CITY OF NORTH MIAMI, FLORIDA, a municipal corporation of the STATE OF FLORIDA (hereinafter referred to as the "**City**") and **MIAMI-DADE COUNTY**, a political subdivision of the STATE OF FLORIDA (hereinafter referred to as the "**County**").

WITNESSETH

WHEREAS, the City has requested the County to allow the City to install and maintained 25 mph regulatory signs and electronic speed feedback signs (hereinafter referred to as "**Devices**") in approved locations by the County;

WHEREAS, the County is the agency responsible for the operation and maintenance of all traffic control devices within Miami Dade County; and

WHEREAS the County and the City agree that nothing contained in this agreement shall diminish or impact the rights of either entity with respect to jurisdiction, sovereign or permitting powers, or in any other matter related to the installation, use and maintenance of Devices unless specifically set forth herein, including but not limited to any County powers under Section 2-95.1 of the Miami-Dade County Code; and

NOW THEREFORE, the City and the County agree as follows:

1. The recitals set forth above are incorporated herein by reference.
2. The City shall be allowed to install Devices in locations approved by the County.
3. Purchase and installation of Devices shall be carried out in accordance to County approved standards, procedures, and material requirements.
4. The City shall be responsible for the aesthetics of all installed devices (e.g. peeling, graffiti, flyers, stickers, etc.).
5. The City shall be responsible for the periodic maintenance of installed devices.
6. If the City fails to maintain the devices they shall be responsible for any and all costs incurred by the County to replace them or remove them.
7. The City shall be responsible for responding to traffic accidents including repair and replacement of all components damaged by such.

8. Prior to installation the City shall submit design plans for the location of the Devices in order to obtain County approval. .
9. The City assumes liability for any damages, including but not limited to accidents and/or injuries which may or are alleged to occur or arise out of the installation of listed traffic control devices, and hereby indemnifies and saves harmless the COUNTY from any and all claims arising out of or relating to the installation of devices. Neither the City nor the County in any way waives its rights and immunities under Section 768.28, Florida Statutes.
10. 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.
11. Nothing contained herein shall be construed to discharge or diminish the responsibilities and duties, including but not limited to all permitting requirements, of any third party which the work described herein.

IN WITNESS WHEREOF, the parties hereto set their hands and official seals the day and year first above written.

ATTEST:

HARVEY RUVIN
CLERK OF THE BOARD

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

BY: _____
County Deputy Clerk

BY: _____
County Mayor or County Mayor's Designee

Approved by as to form and legal sufficiency:

Assistant County Attorney

ATTEST:

CITY OF NORTH MIAMI, a municipal
Corporation of the State of Florida

BY: _____



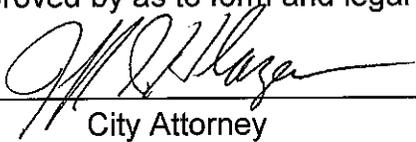
Deputy for the City Clerk

BY: _____



City Manager

Approved by as to form and legal sufficiency:



City Attorney