

MEMORANDUM

Agenda Item No. 8(N)(1)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: April 21, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving an Intergovernmental Agreement between Miami-Dade County and the City of Coral Gables to allow the installation of decorative pavers and irrigation conduits at the intersection of Coral Way and Anderson Road by the County at the County's sole cost and expense of \$38,300.00; authorizing the City of Coral Gables to maintain such decorative pavers and irrigation conduits within County-owned right-of-way; and authorizing the County Mayor to execute such Intergovernmental Agreement and to exercise all provisions contained therein

The accompanying resolution was prepared by the Transportation and Public Works Department and placed on the agenda at the request of Prime Sponsor Commissioner Natalie Milian Orbis.



Geri Bonzon-Keenan
County Attorney

GBK/wm

MDC001

Memorandum



Date: April 21, 2026

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Intergovernmental Agreement between the City of Coral Gables and Miami-Dade County to Allow the Installation and Maintenance of Decorative Pavers and Conduits for Irrigation

Executive Summary

The purpose of this item is for the Board of County Commissioners (Board) to approve an Interlocal Agreement (Agreement) between the City of Coral Gables (City) and Miami-Dade County (County). The County aims to maximize vehicular and pedestrian safety by constructing a traffic circle project at the intersection of Coral Way and Anderson Road. As part of this traffic circle, the apron for its center island will include decorative pavers and irrigation conduits. The Agreement, attached as Exhibit 1 to this memorandum, is for the County to install, at its sole cost and expense, and for the City to maintain, at its sole cost and expense, such decorative pavers and irrigation conduits. The estimated cost to the County is \$38,300.

Recommendation

It is recommended that the Board approve the attached resolution authorizing the execution of the Agreement between the City and the County.

Scope

The affected areas for this Agreement fall within District 6, which is represented by Commissioner Natalie Milian Orbis.

Delegated Authority

In accordance with Section 2-8.3 of the County Code related to identifying delegation of Board authority, the resolution delegates authority to the County Mayor, or designee, to execute an Intergovernmental Agreement between the County and the City, and to exercise all provisions contained therein, including termination.

Fiscal Impact/Funding Source

The construction cost estimate and the County funding obligation for the decorative pavers and irrigation conduits within the apron of the traffic circle's island is \$38,300. It will be provided by Mobility Impact Fee Zone D funds. Beyond the initial installation costs, there is no long-term fiscal impact to the County since the City will be financially responsible for all maintenance costs associated with decorative pavers and irrigation conduits.


Program	Adopted Budget	Funding Source
2000000536 Intersection Improvements - Countywide	FY24-25 Adopted Budget & Multi-Year Capital Plan; Volume 2, Page 165	Mobility Impact Fee

Track Record/Monitor

The Department of Transportation and Public Works (DTPW) is the entity overseeing this project and the person responsible for monitoring this acquisition is Maria D. Molina, P.E., Chief, Right-of-Way Division.

Background

The County aims to maximize vehicular and pedestrian safety by constructing a traffic circle at the intersection of Coral Way and Anderson Road. As part of this traffic circle, the apron for its center island will include decorative pavers and irrigation conduits. The City passed Resolution No. 2024-110 (attached as Exhibit B to the Agreement) allowing the City Manager to enter negotiations with the County for decorative pavers and irrigation conduits at the intersection of Coral Way and Anderson Road. The County will install the decorative pavers and irrigation conduits at its sole cost and expense, and the City will be financially responsible for maintenance of decorative pavers and irrigation conduits.



Jimmy Morales
Chief Operating Officer

Exhibit 1

INTERGOVERNMENTAL AGREEMENT TO ALLOW THE INSTALLATION AND MAINTENANCE OF DECORATIVE PAVERS AND CONDUITS FOR IRRIGATION

THIS INTERGOVERNMENTAL AGENCY AGREEMENT TO ALLOW THE INSTALLATION OF DECORATIVE PAVERS AND CONDUITS FOR IRRIGATION BY THE COUNTY AND TO ALLOW THE CITY OF CORAL GABLES TO MAINTAIN SUCH PAVERS AND IRRIGATION SYSTEM AT THE INTERSECTION OF CORAL WAY AND ANDERSON ROAD ("Agreement") is made and entered into this ____ day of _____, 202_, by and between the CITY OF CORAL GABLES (the "City"), a municipal corporation of the State of Florida, and MIAMI-DADE COUNTY (the "County"), a political subdivision of the State of Florida.

WHEREAS, the City and the County wish to add a new traffic circle at the intersection of Coral Way and Anderson Road; and

WHEREAS, Coral Way is a County maintained road within the City of Coral Gables and Anderson Street is a City maintained road within the City of Coral Gables; and

WHEREAS, the City wishes to enhance the aesthetics within the City's limits; and

WHEREAS, the City wishes for the County to fund and install conduits for irrigation under the pavement for the City to later implement an irrigation system at the intersection; and

WHEREAS, the County has a traffic circle project at the intersection and while it normally does not install decorative pavers and conduits for irrigation, the County agrees to fund and install the decorative pavers and conduits for irrigation as part of such proposed project; and

WHEREAS, the City and County herein wish to facilitate the implementation of decorative pavers and conduits for irrigation within the right-of-way of the intersection of Coral Way and Anderson Road, hereinafter referred to as the "Project" or "Project Location" described as follows and as indicated in Exhibit "A":

The Project scope consists of the installation of a new traffic circle with decorative pavers within the apron of the traffic circle and conduits for irrigation at the intersection of Coral Way and Anderson Road; and

WHEREAS, the City shall, at its sole cost and expense, maintain, repair, and replace, as necessary, the decorative pavers and conduits for irrigation, in a like manner to that of the pavers currently in place along Coral Way; and

WHEREAS, the City, by Resolution attached hereto as Exhibit "B" and by reference

made a part hereof, authorized the execution of this Agreement,

NOW, THEREFORE, in consideration of the promises and covenants contained herein, THE CITY AND THE COUNTY AGREE AS FOLLOWS:

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

Section 2. Installation. The decorative pavers may be installed on municipal and County roads per Manual of Uniform Traffic Control Devices ("MUTCD")-Official Ruling 3(D) –Circular Intersection Markings.

Section 3. Standards. All decorative pavers and conduits for irrigation submitted for review and approval shall be in accordance with this Agreement and conform to the applicable requirements established by the County and City 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 D6-1e-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).

Section 4. Funding and Payment Responsibility. The County assumes sole and complete responsibility for funding and installing the decorative pavers and conduits for irrigation that are to be installed by the County at the Project location within City boundaries.

Section 5. Maintenance Responsibility. The City assumes sole and complete responsibility for maintenance of decorative pavers and conduits for irrigation installed by the County at the Project location within City boundaries following the County's completion of the Project. If the City fails to maintain the decorative pavers and/or conduits for irrigation, it shall be responsible for any and all costs incurred by the County to replace, maintain, or remove them.

Section 6. 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 maintenance of decorative pavers and/or irrigation conduits, 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 the operation or maintenance of decorative pavers and conduits for irrigation.

Section 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.

Section 8. Public Records. The City shall be responsible for keeping records of all 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 9. Failure to Comply with Agreement. Upon written notification by the County, the City shall immediately remove any decorative pavers and conduits for irrigation that are not in compliance with the terms of this Agreement at the City 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 (5) days' notice.

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. 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 or the County may, in their respective sole and complete discretion, terminate this Agreement, with or without cause and at the 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 all decorative pavers and conduits for irrigation installed by the County while this Agreement was in effect. Prior to the termination of this Agreement, however, the City may elect to remove any one or all decorative pavers and irrigation conduits installed by the County, provided the City shall restore the roadway and area in which the decorative pavers and conduits for irrigation were located to the condition that existed before the County'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 persons listed herein. For the present, the Parties designate the following as the respective places for notice purposes:

a. **For the County:**

Miami-Dade County Department of Transportation and Public Works
Attn: Eulois Cleckley, DTPW Director and CEO
701 NW 1st Court - Suite 1700
Miami, FL 33136

With a Copy to:

Miami-Dade County Attorney's Office
111 NW 1st Street, Suite 2810
Miami, FL 33128

b. **For the City:**

City of Coral Gables
Attn: Amos Rojas, Jr., City Manager
405 Biltmore Way
Coral Gables, FL 33134

With a Copy to:

Cristina M. Suárez, City Attorney
405 Biltmore Way
Coral Gables, FL 33134

With a copy to:

City of Coral Gables, Public Works Department
Attn: Hermes Diaz, P.E., Director
405 Biltmore Way
Coral Gables, FL 33134

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

ATTEST:

MIAMI-DADE COUNTY

Juan Fernandez-Barquin,
Clerk of the Court, and Comptroller

By: _____
Mayor or Mayor's Designee


By: _____
County Deputy Clerk

Approved as to form and legal sufficiency:

Assistant County Attorney

ATTEST:

CITY OF CORAL GABLES

Signed by:

DocuSigned by:
Yolande Davis
By: _____
City Clerk

Signed by:

By: _____
City Manager

Approved as to form and legal sufficiency:

DocuSigned by:
Cristina M. Garcia
By: _____
City Attorney

Exhibit B

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2024-110

A RESOLUTION OF THE CITY COMMISSION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF CORAL GABLES AND MIAMI-DADE COUNTY FOR THE MAINTENANCE OF DECORATIVE PAVERS AND IRRIGATION CONDUITS INSTALLED BY THE COUNTY UNDER AN INTERSECTION IMPROVEMENT PROJECT LOCATED AT THE INTERSECTION OF CORAL WAY AND ANDERSON ROAD.

WHEREAS, on June 13, 2023, the City Commission passed a Resolution issuing a Special Certificate of Appropriateness for the design for the alteration of the historic street grid for the property located at Balboa Plaza at the intersections of Coral Way, De Soto Boulevard, South Greenway Drive, and Anderson Road to introduce a roundabout; and

WHEREAS, Miami-Dade County has recently completed the design of the roundabout located at Balboa Plaza at the intersections of Coral Way, De Soto Boulevard, South Greenway Drive, and Anderson Road, which included the installation of decorative pavers and irrigation conduits; and

WHEREAS, the City has requested that the County install decorative pavers and irrigation conduit as part of the project; and

WHEREAS, the maintenance of these decorative pavers and irrigation conduits is essential to ensure the longevity and aesthetic appeal of the intersection;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. The foregoing “**WHEREAS**” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

SECTION 2. That the City Manager is authorized to execute any an Interlocal Agreement between Miami-Dade County and the City of Coral Gables for maintenance of decorative pavers and irrigation conduits installed by the County under the intersection improvement project located at the intersection of Coral Way and Anderson Road.

SECTION 3. That this Resolution shall become effective upon the date of its passage adoption herein.

PASSED AND ADOPTED THIS TWENTY-FIRST DAY OF MAY, A.D., 2024.
(Moved: Anderson / Seconded: Fernandez)
(Yeas: Fernandez, Menendez, Anderson, Castro, Lago)
(Unanimous: 5-0 Vote)
(Agenda Item: H-7)

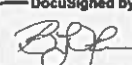
APPROVED:

DocuSigned by:

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VINCE LAGO
MAYOR

ATTEST:

DocuSigned by:

358417D2FA884FF
BILLY Y. URQUIA
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

DocuSigned by:

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CRISTINA M. SUÁREZ
CITY ATTORNEY

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

JUAN FERNANDEZ-BARQUIN,
CLERK OF THE COURT, AND
COMPTROLLER

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. _____

Lauren E. Morse



MEMORANDUM
(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: April 21, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(1)

Please note any items checked.

- _____ **“3-Day Rule” for committees applicable if raised**
- _____ **6 weeks required between first reading and public hearing**
- _____ **4 weeks notification to municipal officials required prior to public hearing**
- _____ **Decreases revenues or increases expenditures without balancing budget**
- _____ **Budget required**
- _____ **Statement of fiscal impact required**
- _____ **Statement of social equity required**
- _____ **Ordinance creating a new board requires detailed County Mayor’s report for public hearing**
- _____ **No committee review**
- _____ **Applicable legislation requires more than a majority vote (i.e., 2/3’s present ____, 2/3 membership ____, 3/5’s ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____)** to approve
- _____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(N)(1)
4-21-26

RESOLUTION NO. _____

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF CORAL GABLES TO ALLOW THE INSTALLATION OF DECORATIVE PAVERS AND IRRIGATION CONDUITS AT THE INTERSECTION OF CORAL WAY AND ANDERSON ROAD BY THE COUNTY AT THE COUNTY'S SOLE COST AND EXPENSE OF \$38,300.00; AUTHORIZING THE CITY OF CORAL GABLES TO MAINTAIN SUCH DECORATIVE PAVERS AND IRRIGATION CONDUITS WITHIN COUNTY-OWNED RIGHT-OF-WAY; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SUCH INTERGOVERNMENTAL AGREEMENT AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, The City of Coral Gables (City) has requested authority to allow the maintenance of decorative pavers and irrigation conduits within existing public right-of-way located in Miami-Dade County (County) at the intersection of Coral Way and Anderson Road; and

WHEREAS, the County has agreed to fund the installation of the decorative pavers and irrigation conduits; and

WHEREAS, the City and County are mutually desirous of providing assurances that the County will incur no costs for the maintenance of such decorative pavers and irrigation conduits and that the City will be financially responsible for all maintenance costs,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board approves and incorporates the foregoing recitals as though fully set forth herein.

Section 2. This Board authorizes the Intergovernmental Agreement between Miami-Dade County and the City of Coral Gables, Substantially in the form attached to the Mayor's Memorandum as Exhibit 1 to allow the County to install, at the County's sole cost and expense of \$38,300.00, and the City of Coral Gables to maintain, at the City's sole cost and expense, decorative pavers and irrigation conduits at the intersection of Coral Way and Anderson Road within County-owned right-of-way.

Section 3. This Board authorizes the County Mayor or County Mayor's designee to execute the Intergovernmental Agreement and to exercise all the provisions contained therein, including termination.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	


The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of April, 2026. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Lauren E. Morse