

MEMORANDUM

Agenda Item No. 8(N)(2)

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

DATE: November 18, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving and
authorizing the County Mayor to
execute an Interlocal Agreement
between the City of Miami and
Miami-Dade County regarding
vehicular traffic in the Silver
Bluff area neighborhood within
the City of Miami to resolve a
conflict pursuant to chapter 164,
Florida Statutes (the Florida
Governmental Conflict
Resolution Act)

Resolution No. R-1127-25

The accompanying resolution was prepared by the Transportation and Public Works Department and placed on the agenda at the request of Prime Sponsor Commissioner Raquel A. Regalado.



Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum



Date: November 18, 2025

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

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Resolution Approving and Authorizing the Execution of an Interlocal Agreement with the City of Miami Regarding Vehicular Traffic in the Silver Bluff Neighborhood to Resolve a Conflict Pursuant to Chapter 164, Florida Statutes (Florida Governmental Conflict Resolution Act)

Executive Summary

This item seeks Board approval of an Interlocal Agreement between Miami-Dade County and the City of Miami to resolve a long-standing conflict over vehicular traffic restrictions in the Silver Bluff neighborhood, in accordance with Chapter 164, Florida Statutes, the Governmental Conflict Resolution Act.

Recommendation

It is recommended that the Board approve the attached resolution authorizing the County Mayor or County Mayor's designee to execute the Interlocal Agreement with the City of Miami (City).

Scope

The affected area is within District 5, represented by Commissioner Eileen Higgins.

Delegation of Authority

In accordance with Section 2-8.3 of the County Code related to identifying delegation of Board authority, there are no authorities beyond those specified in the resolution which include authority of the County Mayor, or designee, to execute an Interlocal Agreement between the County and the City and to exercise all provisions contained therein.

Fiscal Impact/Funding Source

There is no fiscal impact to the County as the City will bear all costs associated with the installation and maintenance of the approved measures.

Track Record/Monitor

The Department of Transportation and Public Works (DTPW), through Assistant Director Miguel Soria, P.E., will monitor compliance with the agreement.

Background

The Silver Bluff neighborhood has experienced increased cut-through traffic, causing congestion, accidents, and safety concerns. In 2019, the City of Miami adopted a resolution authorizing permanent vehicular access restrictions, which the County denied. In 2021, the

City installed temporary barriers, leading the County to file suit (*Miami-Dade County v. City of Miami*, Case No. 2021-5408-CA-01).

In June 2023, the court ruled in favor of the County and ordered the removal of barriers. The City then initiated Chapter 164 conflict resolution procedures, resulting in a jointly agreed traffic calming study. In September 2024, the County approved several recommended traffic calming measures. Both parties agreed to evaluate the effectiveness of these measures one year after implementation and consider additional actions if necessary.

On July 24, 2025, the City adopted Resolution No. R-25-0281, attached as Exhibit A, authorizing its City Manager to negotiate and execute an Interlocal Agreement with the County to resolve this conflict under Chapter 164, Florida Statutes. The proposed Interlocal Agreement reflects these terms and resolves the conflict consistent with the Act.



Jimmy Morales
Chief Operating Officer



**City of Miami
Certified Copy**

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

File Number: 17859

Enactment Number: R-25-0281

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN INTERLOCAL AGREEMENT, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, BETWEEN THE CITY OF MIAMI ("CITY") AND MIAMI-DADE COUNTY ("COUNTY") REGARDING VEHICULAR TRAFFIC IN THE SILVER BLUFF AREA NEIGHBORHOOD WITHIN THE CITY OF MIAMI TO RESOLVE A CONFLICT PURSUANT TO CHAPTER 164, FLORIDA STATUTES (THE FLORIDA GOVERNMENTAL CONFLICT RESOLUTION ACT).

WHEREAS, the Silver Bluff neighborhood is located within the municipal boundaries of the City of Miami ("City") and has experienced increased cut-through traffic, particularly near Southwest 17 Avenue, in the areas closest to both South Dixie Highway ("US-1") and Coral Way ("Southwest 22 Street"); and

WHEREAS, this cut-through traffic causes noise, gridlock, and increased accidents, negatively affecting property, quality of life, and the safety of residents in the Silver Bluff neighborhood; and

WHEREAS, on July 11, 2019, the City Commission approved Resolution No. R-19-0283, authorizing the permanent restriction of vehicular access at Southwest 14 Avenue, Southwest 16 Avenue, and Southwest 16 Court – south of Southwest 22 Street, and at Southwest 23 Street – east of Southwest 17 Avenue; and

WHEREAS, on July 30, 2019, the Miami-Dade County Department of Transportation and Public Works ("County Department") denied the City's request for the permanent restriction of vehicular access approved by R-19-0283; and

WHEREAS, on January 14, 2021, pursuant to Resolution No. R-21-0029, the City Commission directed the City Manager to place temporary barriers at Southwest 23 Street at its intersections with Southwest 14 Avenue, Southwest 16 Avenue, Southwest 16 Court, and Southwest 17 Avenue to restrict cut-through vehicular traffic; and

WHEREAS, after the placement of the temporary barriers in March 2021, Miami-Dade County ("County") filed suit in *Miami-Dade County v. City of Miami*, Case No. 2021-5408-CA-01, and sought injunctive relief to lift the temporary barriers; and

WHEREAS, there was a hearing held on Sunday, March 7, 2021, wherein it was decided that the City may replace such barriers with Type III barricades on a temporary or interim basis; and

WHEREAS, after a hearing held on June 2, 2023, the Court ruled in favor of the County and enjoined the City from preventing the removal of the barriers in the Silver Bluff

neighborhood; and

WHEREAS, on June 8, 2023, the City Commission adopted Resolution No. R-23-0260, initiating the conflict resolution procedures of Chapter 164, Florida Statutes (the Florida Governmental Conflict Resolution Act), to resolve the conflict between the City and County regarding the protection of the public health, welfare, and safety of City residents by restricting cut-through vehicular traffic at Southwest 23 Street at its intersections with Southwest 14 Avenue, Southwest 16 Avenue, Southwest 16 Court, and Southwest 17 Avenue; and

WHEREAS, the City and County held conflict assessment meetings pursuant to Chapter 164, Florida Statutes; and

WHEREAS, members of the public, particularly affected residents in the area, also participated in meetings between the City and County to resolve the conflict; and

WHEREAS, a traffic calming study was performed to evaluate the area of concern, as agreed to by the City and County; and

WHEREAS, the County Department, as part of the coordination for the traffic calming study, specifically denied the request to evaluate the traffic calming effect of permanent restrictions to vehicular access in the area and directed the City and its consultant to evaluate traffic calming treatments and evaluate their effectiveness a period of time after construction; and

WHEREAS, the City and County engaged in several communications regarding traffic calming measures for the area, and, in September 2024, the County approved certain measures of the study's traffic calming recommendations, which are listed in Exhibit "A," attached and incorporated; and

WHEREAS, the City and County agree that the effectiveness of the traffic calming measures will be evaluated one (1) year after implementation and additional traffic calming measures will be considered at that time, including restriction of vehicular access, if appropriate; and

WHEREAS, the City and County agree that the County's approval of traffic calming measures for the Silver Bluff neighborhood and associated future reevaluation resolves the conflict assessment directed by Resolution No. R-23-0260; and

WHEREAS, relatedly, on June 18, 2024, the City Commission adopted Resolution No. R-24-0229, authorizing the City Manager to negotiate and execute an amendment to the existing Intergovernmental Agency Agreement ("Intergovernmental Agreement") to allow the City to perform certain additional traffic engineering functions within local municipal streets, and to allow the City to install certain traffic calming devices with a design pre-approved by the County without requiring prior County approval; and

WHEREAS, a draft of the Interlocal Agreement is attached and incorporated as Exhibit "B";

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

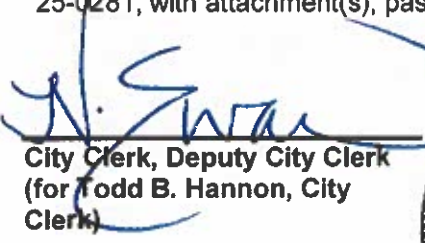
Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The City Commission hereby authorizes¹ the City Manager to negotiate and execute, in a form acceptable to the City Attorney, an Interlocal Agreement between the City and the County regarding vehicular traffic in the Silver Bluff area neighborhood to resolve a conflict pursuant to Chapter 164, Florida Statutes.

Section 3. This Resolution shall become effective immediately upon its adoption.

DATE:	7/24/2025
RESULT:	ADOPTED
MOVER:	Ralph "Rafael" Rosado, Commissioner
SECONDER:	Damian Pardo, Commissioner
AYES:	Christine King, Joe Carollo, Miguel Angel Gabela, Damian Pardo, Ralph "Rafael" Rosado

I, Todd B. Hannon, City Clerk of the City of Miami, Florida, and keeper of the records thereof, do hereby certify that this constitutes a true and correct copy of Resolution No. R-25-0281, with attachment(s), passed by the City Commission on 7/24/2025.


City Clerk, Deputy City Clerk
(for Todd B. Hannon, City Clerk)



July 30, 2025
Date Certified

¹ The herein authorization is further subject to compliance with all legal requirements that may be imposed, including but not limited to, those prescribed by applicable City Charter and City Code provisions.



City of Miami

Master Report

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

Enactment Number: R-25-0281

File Number: 17859	File Type: Resolution	Status: ADOPTED
Revision:	Controlling Body: City Commission	
File Name: Execute - Interlocal Agrmnt - Silver Bluff Traffic	Introduced: 7/8/2025	
Requesting Dept: Department of Resilience and Public Works	Final Action Date: 7/24/2025	

Title: A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN INTERLOCAL AGREEMENT, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, BETWEEN THE CITY OF MIAMI ("CITY") AND MIAMI-DADE COUNTY ("COUNTY") REGARDING VEHICULAR TRAFFIC IN THE SILVER BLUFF AREA NEIGHBORHOOD WITHIN THE CITY OF MIAMI TO RESOLVE A CONFLICT PURSUANT TO CHAPTER 164, FLORIDA STATUTES (THE FLORIDA GOVERNMENTAL CONFLICT RESOLUTION ACT).

Notes: Pursuant to the resolution, this item became effective immediately upon adoption by the Commission.

Links:

Attachments: 17859 Exhibit A (PDF)
17859 Exhibit B (PDF)

History of Legislative File:

Revision:	Acting Body:	Date:	Action:	Result:
	Juvenal Santana	7/8/2025	Department Head Review	Completed
	Luis Hernandez-Torres	7/8/2025	Budget Analyst Review	Completed
	Marie Gouin	7/8/2025	Budget Review	Completed
	Asael Marrero	7/8/2025	Assistant City Manager Review	Completed
	Natasha Colebrook-Williams	7/9/2025	Deputy City Manager Review	Completed
	Arthur Noriega V	7/10/2025	City Manager Review	Completed
	Legislative Division	7/10/2025	Legislative Division Review	Completed
	Amber Ketterer	7/11/2025	ACA Review	Completed
	George K. Wysong III	7/14/2025	Approved Form and Correctness	Completed
	City Commission	7/24/2025	Meeting	Completed
	City Commission	7/24/2025	ADOPTED	Passed
	City Clerk's Office	7/30/2025	Rendered	Completed

EXHIBIT A

Scope : Phase I : Location 1 to 6

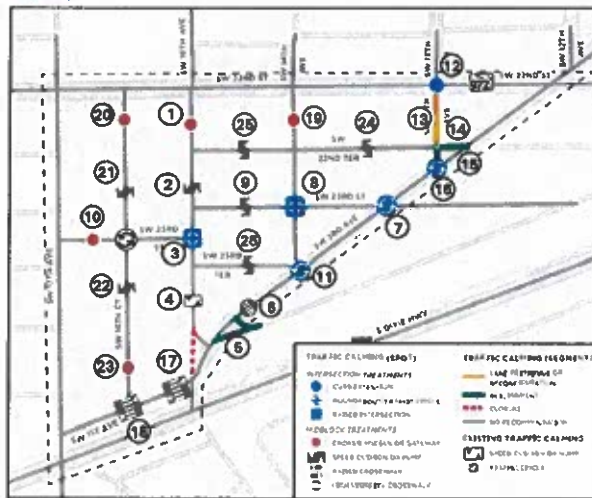
Phase 2: Location 7

Scope:

Traffic study for traffic calming, safety improvements and movement restrictions.

Assessment of twenty-six locations for traffic calming device installations; balloting of applicable locations; design and construction of traffic calming devices at eligible locations.

Location:



Phase I

- #1. SW 16 Ave between SW 22 St and SW 22 Ter (Choker, Median or Gateway)
- #2. SW 16 Ave between SW 22 Ter and SW 23 St (Speed Cushion or Hump)
- #3. SW 16 Ave and SW 23 St (Raised Intersection)
- #4. SW 16 Ave between SW 1 Ave and SW 23 Ter (Street Closure)
- #5. SW 1 Ave and SW 3 Ave (Realignment)
- #6. SW 3 Ave between SW 14 Ave and SW 16 Ave (High Visibility Crosswalk)

Phase II

- #7. SW 23 St and SW 3 Ave (Roundabout/Traffic Circle)

Phase III

- #8. SW 14 Ave and SW 23 St (Raised Intersection)
- #9. SW 23 St between SW 14 Ave and SW 16 Ave (Speed Cushion or Hump)
- #10. SW 23 St between SW 16 Ct and SW 17 Ave (Choker, Median or Gateway)
- #11. SW 14 Ave and SW 3 Ave (Roundabout/Traffic Circle)

Phase IV

- #12. SW 22 St and SW 13 Ave (Curb Extension)
- #13. SW 13 Avenue between SW 22 St and SW 22 Ter (Lane Restriping/Reconfiguration)
- #14. SW 22 Ter between SW 3 Ave and SW 13 Ave (Realignment)
- #15. SW 13 Ave between SW 22 Ter and SW 3 Ave (Realignment)
- #16. SW 13 Ave and SW 3 Ave (Roundabout/Traffic Circle)
- #17. SW 1 Ave between SW 16 Ave and SW 16 Ct (Raised Crosswalk)
- #18. SW 1 Ave between SW 16 Ct and SW 17 Ave (Raised Crosswalk)
- #19. SW 14 Ave between SW 22 St and SW 22 Ter (Choker, Median or Gateway)
- #20. SW 16 Ct between SW 22 St and SW 23 St (Choker, Median or Gateway)
- #21. SW 16 Ct between SW 22 St and SW 23 St (Speed Cushion or Hump)X
- #22. SW 16 Ct between SW 23 St and SW 1 Ave (Speed Cushion or Hump)
- #23. SW 16 Ct between SW 23 St and SW 1 Ave (Choker, Median or Gateway)X
- #24. SW 22 Ter between SW 13 Ave and SW 14 Ave (Speed Cushion or Hump)
- #25. SW 22 Ter between SW 14 Ave and SW 16 Ave (Speed Cushion or Hump)X
- #26. SW 23 Ter between SW 14 Ave and SW 16 Ave (Speed Cushion or Hump)



MEMORANDUM (Revised)

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

DATE: November 18, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(2)

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)(2)
11-18-25

RESOLUTION NO. R-1127-25

RESOLUTION APPROVING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MIAMI AND MIAMI-DADE COUNTY REGARDING VEHICULAR TRAFFIC IN THE SILVER BLUFF AREA NEIGHBORHOOD WITHIN THE CITY OF MIAMI TO RESOLVE A CONFLICT PURSUANT TO CHAPTER 164, FLORIDA STATUTES (THE FLORIDA GOVERNMENTAL CONFLICT RESOLUTION ACT)

WHEREAS, on June 8, 2023, the City of Miami ("City") Commission adopted Resolution No. R-23-0260, initiating the conflict resolution procedures of chapter 164, Florida Statutes (the Florida Governmental Conflict Resolution Act), pertaining to vehicular traffic through the Silver Bluff neighborhood of Miami; and

WHEREAS, the City and County engaged in several communications regarding traffic calming measures for the area, and, in September 2024, the County approved certain measures of the City's traffic calming recommendations; and

WHEREAS, the City and County agree that the County's approval of traffic calming measures for the Silver Bluff neighborhood and associated future reevaluation resolves the conflict initiated pursuant to chapter 164, Florida Statutes; and

WHEREAS, the City passed Resolution No. R-25-0281 (attached Exhibit A to the accompanying County Mayor's memorandum), to negotiate and execute an interlocal agreement, between the City and County regarding vehicular traffic in the Silver Bluff area neighborhood within the City to resolve a conflict pursuant to chapter 164, Florida Statutes,

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 County Mayor or County Mayor's designee to execute this Agreement, in substantially the form attached, to exercise all rights conferred therein, and to take all actions necessary to effectuate same.

The foregoing resolution was offered by Commissioner **Oliver G. Gilbert, III**, who moved its adoption. The motion was seconded by Commissioner **Kionne L. McGhee** and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	aye		
Kionne L. McGhee, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Sen. René García	aye	Oliver G. Gilbert, III	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Natalie Milian Orbis	aye
Raquel A. Regalado	aye	Micky Steinberg	aye
District 5 - Vacant			

The Chairperson thereupon declared this resolution duly passed and adopted this 18th day of November, 2025. 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: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "B. Libhaber", written over a horizontal line.

Bruce Libhaber

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MIAMI AND MIAMI-DADE COUNTY REGARDING
VEHICULAR TRAFFIC IN THE SILVER BLUFF AREA NEIGHBORHOOD WITHIN
THE CITY OF MIAMI TO RESOLVE A CONFLICT PURSUANT TO CHAPTER 164,
FLORIDA STATUTES (THE FLORIDA GOVERNMENTAL CONFLICT RESOLUTION
ACT)**

This Interlocal Agreement ("Agreement") is entered into this ____ day of _____, 2025, by and between the City of Miami, a municipal corporation located within the geographical boundaries of Miami-Dade County ("City") and Miami-Dade County, a political subdivision of the State of Florida ("County"), (collectively, "Parties") pursuant to the Interlocal Cooperation Act of 1969, Chapter 163, Section 163.01, Florida Statutes, and the Florida Governmental Conflict Resolution Act Florida, Chapter 164, Florida Statutes.

WHEREAS, it is the City's position that the Silver Bluff area neighborhood has experienced increased cut-through traffic, particularly near Southwest 17th Avenue in the areas closest to both South Dixie Highway ("US-1") and Coral Way (Southwest 22nd Street); and

WHEREAS, it is also the City's position that this cut-through traffic causes noise, gridlock, and increased accidents negatively affecting life and property in addition to general reduction in safety and quality of life for the residents of the area; and

WHEREAS, in July 2019 the City Commission approved Resolution R-19-0283 authorizing the permanent restriction of vehicular access at Southwest 14 Avenue, Southwest 16 Avenue and Southwest 16 Court south of Southwest 22 Street, and at Southwest 23 Street east of Southwest 17 Avenue; and

WHEREAS, on July 30, 2019, the Miami-Dade County Department of Transportation and Public Works denied the City's request for the permanent restriction of vehicular access approved by R-19-0283; and

WHEREAS, in January 2021, the City Commission directed the City Manager to place barriers to restrict cut-through vehicular traffic at Southwest 14 Avenue, Southwest 16 Avenue, and Southwest 16 Court south of Southwest 22 Street, and at Southwest 23 Street east of Southwest 17 Avenue; and

WHEREAS, after the placement of the barriers in March 2021, Miami-Dade County filed suit in *Miami-Dade County v. City of Miami*, Case No. 2021-5408-CA-01, and sought injunctive relief to lift the temporary barriers; and

WHEREAS, after a hearing held on June 2, 2023, the Court ruled in favor of the County and enjoined the City from preventing the removal of the barriers in the Silver Bluff area ; and

WHEREAS, on June 8, 2023, the City Commission adopted Resolution No. R-23-0260, initiating the conflict resolution procedures of Chapter 164, Florida Statutes, (the Florida Governmental Conflict Resolution Act) to resolve such conflict between the City of Miami ("City") and Miami-Dade County ("County") regarding the protection of the public health, welfare, and safety of City residents by restricting cut-through vehicular traffic in the area of Southwest 13th Avenue, Southwest 14th Avenue, Southwest 16th Avenue, Southwest 16th Court,

and Southwest 3rd Avenue east of Southwest 17th Avenue and south of Southwest 22nd Street (“Silver Bluff Area”), as depicted in the attached and incorporated Exhibit “A”; and

WHEREAS, the City and County held a conflict assessment meeting pursuant to Chapter 164, Florida Statutes (the Florida Governmental Conflict Resolution Act); and

WHEREAS, additional meetings were held to resolve the conflict; and

WHEREAS, members of the public, particularly affected residents in the area, also participated in meetings between the City and County to resolve the conflict; and

WHEREAS, a traffic calming study was performed to evaluate the area of concern, as agreed to by the City and County; and

WHEREAS the Miami-Dade County Department of Transportation and Public Works, as part of the coordination for the traffic calming study, specifically denied the request to evaluate the traffic calming effect of permanent restrictions to vehicular access at Southwest 14 Avenue, Southwest 16 Avenue and Southwest 16 Court south of Southwest 22 Street, and at Southwest 23 Street east of Southwest 17 Avenue and directed the City and its consultant to evaluate traffic calming treatments and evaluate their effectiveness a period of time after construction; and

WHEREAS, the City and County had several communications regarding traffic calming measures for the area, and the County approved on September 2024 certain measures of the study’s traffic calming recommendations, which are listed in Exhibit “A”, attached and incorporated; and

WHEREAS, the City and County agree that the effectiveness of the traffic calming measures will be evaluated one (1) year after implementation and additional traffic calming measures will be considered at that time, including restriction of vehicular access, if appropriate; and

WHEREAS the City agrees that the County’s approval of traffic calming measures for the Silver Bluff Area neighborhood and associated future reevaluation resolves the conflict assessment directed by Resolution R-23-0260; and

WHEREAS, on June 18, 2024, the City Commission adopted Resolution No. R-24-0229, authorizing the City Manager to negotiate and execute an amendment to the Intergovernmental Agency Agreement (“Intergovernmental Agreement”) to allow the City to perform certain additional traffic engineering functions within local municipal streets and to allow the City to install certain traffic calming devices with a design pre-approved by the County without requiring prior County approval; and

WHEREAS, once the amendment to the Intergovernmental Agreement is executed by the County, it will help facilitate the implementation of the traffic calming measures agreed by the City and County for this area;

NOW THEREFORE, in consideration of the following expressed mutual obligations and other good and valuable consideration, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. **Recitals.** The Parties agree that the above recitals are true and correct and are incorporated as if fully set forth herein.
2. **Traffic Calming Measures.** The Parties agree to the traffic calming measures for the Silver Bluff Area neighborhood as described in the attached and incorporated Exhibit "A" ("Traffic Calming Measures"). Those Traffic Calming Measures include curb extension(s), roundabout(s)/traffic circle(s), raised intersection(s), choker(s)/median(s)/gateway(s), speed cushion(s)/hump(s), raised crosswalk(s), high-visibility crosswalk(s), lane restriping(s)/reconfiguration(s), realignment(s), and closure(s), all as more particularly described in and as geographically depicted in the attached and incorporated Exhibit "A". The City will construct the Traffic Calming Measures. The Parties will work together as applicable for the City to efficiently and effectively obtain any necessary permits and construct the Traffic Calming Measures.
3. **One Year Re-Evaluation.** The Parties agree that, one (1) year after the City constructs all of the Traffic Calming Measures as contemplated herein and as described in the attached and incorporated Exhibit "A", the Parties will fully cooperate to evaluate the effectiveness of the Traffic Calming Measures. In order to sufficiently measure the effectiveness of the Traffic Calming Measures, it is contemplated that, in the event there is no perceived adequate improvement regarding the traffic in the Silver Bluff Area neighborhood, that there will be a measurement of volume and speed of traffic in the area. The Parties further agree to fully cooperate to re-evaluate the traffic conditions in this Silver Bluff Area neighborhood, depending on the effectiveness evaluation as described herein. Such re-evaluation shall consider any and all additional traffic calming measures needed to improve the traffic in the area, including but not limited to vehicular access restrictions.
4. **Coordination.** The Parties recognize that installation of the Traffic Calming Measures may require coordination between the Parties and the Parties commit to fully cooperate together to allow for the efficient and effective permitting and construction of the Traffic Calming Measures, including but not limited to execution of the Intergovernmental Agreement to facilitate such.
5. **Effective Date and Term of Agreement.** This Agreement shall become effective on the effective date of the Board of County Commissioners' resolution approving this Agreement ("Effective Date").
6. **Compliance with Laws.** The Parties shall comply with all applicable federal, state and local laws, codes, ordinances, rules and regulations in performing their respective duties, responsibilities, and obligations pursuant to this Agreement and with all applicable laws relating to this Agreement. The Parties shall not unlawfully discriminate in the performance of their respective duties under this Agreement.
7. **Dispute Resolution: Applicable Law.** The Parties shall resolve any disputes, controversies or claims between them arising out of this Agreement in accordance with the "Florida Governmental Conflict Resolution Act", Chapter 164, Florida Statutes, as amended. Nothing in this Agreement shall waive any further conflicts from being raised, including but not limited to any conflicts arising from the evaluation of the effectiveness of the Traffic Calming Measures and re-evaluation of the traffic in the Silver Bluff Area neighborhood area as contemplated in Section 3 of this Agreement. This Agreement shall be governed by the laws of the State of Florida. Venue in any proceedings shall be in

Miami-Dade County, Florida and each Party shall be responsible for its own attorneys' fees.

8. **Entire Agreement; Amendments.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement. Accordingly, the Parties agree to no deviation from the terms hereof shall be predicated upon any prior representation or agreements, whether oral or written. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Parties, except that on behalf of the City, future amendments may be approved by the City Manager and will not require approval by the City Commission.
9. **Joint Preparation.** The language agreed to expresses the mutual intent of the Parties and the resulting Agreement shall not, solely as a matter of jurisdictional construction, be construed more severely against one of the Parties by the other.
10. **Severability.** The provisions of this Agreement are independent of and severable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part, except to the extent that such invalidity or unenforceability causes the Agreement to fail of its essential purpose. In the event a finding of invalidity or unenforceability by a court of competent jurisdiction causes the Agreement to fail of its essential purpose, either Party shall have the right to terminate this Agreement upon written notice.
11. **No Third Party Beneficiaries to this Agreement.** Nothing in this Agreement, express or implied, is intended to: (a) confer upon any entity or person other than the Parties any rights or remedies under or by reason of the Agreement as a third party beneficiary or otherwise, except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement; or (c) be construed as a waiver of sovereign immunity of the parties hereto under Section 768.28, Florida Statutes. The Parties are authorized to bring and maintain an action to enforce compliance with this Agreement.
12. **Miscellaneous Provisions.** Title and paragraph headings are for convenient reference and are not a part of this Agreement. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
13. **Counterparts/Electronic Signature.** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Declaration. The parties shall be entitled to sign and transmit an electronic signature of this Declaration (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein.
14. **Notice.** Any notice provided pursuant to the terms and provisions hereof shall be deemed to be delivered when sent by hand delivery, delivery service, or certified mail, return

receipt that this agreement shall begin to take effect, which shall be requested, postage prepaid and received by addressess. Notices shall be sent to:

If to the City: City Manager
City of Miami
Miami Riverside Center
444 S.W. 2nd Avenue, 10th Floor
Miami, Florida 33130

With copies to: City Attorney
Office of the City Attorney
City of Miami
Miami Riverside Center
444 S.W. 2nd Avenue, 9th Floor
Miami, Florida 33130

If to the County: County Mayor
Miami-Dade County
111 NW First Street, 29th Floor
Miami, Florida 33128

With a copy to: County Attorney
Miami-Dade County
111 NW First Street, Suite 2810
Miami, Florida 33128

Signature Page(s) to follow:

IN WITNESS WHEREOF, the County and the City have executed this Agreement, or have caused the same to be executed, as of the date and year first above written.

ATTEST:

MIAMI-DADE COUNTY, FLORIDA
A political subdivision of the State of Florida

By: _____
Juan Fernandez-Barquin, Clerk of Court

By: _____
Danielle Levine Cava, County Mayor

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

By: _____
Bruce Libhaber, Assistant County Attorney

Signed by:



ATTEST:

CITY OF MIAMI, a Municipal Corporation
of the State of Florida

DocuSigned by:

A handwritten signature in black ink, appearing to read "Todd B. Hannon".

646D7560DCE1450...

By: _____
Todd B. Hannon, Clerk

DocuSigned by:

A handwritten signature in black ink, appearing to read "Arthur Noriega V.".

850CF00372BB42A...

By: _____
Arthur Noriega V, City Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

DocuSigned by:

A handwritten signature in black ink, appearing to read "George K. Wysong III".

80776E9FE00240B...

By: _____
George K. Wysong III, City Attorney

DocuSigned by:

A handwritten signature in black ink, appearing to read "Amber L. Kettner".

02C6A1E280BF432... 23-1995L