

**RESOLUTION NO. 2024-**

**A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A COVENANT WITH MIAMI-DADE COUNTY FOR MAINTENANCE OF CERTAIN IMPROVEMENTS WITHIN MIAMI-DADE COUNTY RIGHT-OF-WAY; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Village of Pinecrest requests permission to install Public Arts Improvements (the "Improvements"); and

WHEREAS, the Village of Pinecrest and Miami-Dade County are mutually desirous of providing assurances for the future continued maintenance, repair and replacement of the Improvements; and

BE IT RESOLVED BY THE VILLAGE COUNCIL OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. That the Village Council hereby authorizes the Village Manager to enter into the attached covenant as to form with Miami-Dade County for Public Arts Improvements.

Section 2. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 10th day of September, 2024.

\_\_\_\_\_  
Joseph M. Corradino, Mayor

Attest:

\_\_\_\_\_  
Priscilla Torres, MMC  
Village Clerk

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_  
Mitchell Bierman  
Village Attorney

Consent Agenda

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## COVENANT

**This Covenant**, made and entered this \_\_\_\_ day of \_\_\_\_\_, A.D 2024 by and between Village of Pinecrest hereinafter referred to as “Village”, and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, and its successors in interest, whose Post Office address is 111 N.W. 1st Street, Miami, Florida 33128-1970, hereinafter referred to as “County,

### WITNESSETH:

**WHEREAS** the City has requested via a permit application to install Public Arts Improvements (the “Improvements”), as further depicted in Exhibit “A”, in the County-owned area legally described as follows:

### **INSERT LEGAL DESCRIPTION**

(the “Property”)

**NOW THEREFORE**, in consideration of \$1.00 and other good and valuable consideration, paid in hand by the Village unto the County, and in further consideration of the mutuals terms, covenants and conditions contained herein the Parties hereto agree as follows:

1. The recitals set forth above are incorporated herein by reference.
2. The Improvements, if constructed on the Property as shown on Exhibit “\_\_\_\_” will remain perpetually open for the benefit of the public.
3. The Village agrees to indemnify, defend and save harmless the County and the County’s officials, employees and agents from and against any and all claims, actions, proceedings, damages, losses, liabilities, costs and expenses (including without limitation reasonable attorney’s fees and costs of suit incurred in connection with such claims), arising out of, or resulting from, the injury to or the death of any person, or damaged to the property of any person, occurring in or upon the Property. The Village assumes sole and complete liability for

any and all accidents and/or injuries which may have, or are alleged to have, occurred or arise out of the installation of the Improvements, 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 the Improvements.

4. The installation of the Improvements on the Property must meet all applicable building codes and design criteria for similar structures or landscaping placed within roundabouts central islands, including wind loading commensurate with roadways signs in the area. The Improvements must contain signs as defined in the 2023 Manual on Uniform Traffic Control Devices (MUTCD), Part 1, as Chapter 1C.02, traffic control features, auditory devices, reflective surfaces, flashing lights, moving parts or moving illumination.
5. The Village assumes sole and complete responsibility, at its sole cost and expense, for the installation of the Improvements and the maintenance of the Property and Improvements. The Village shall maintain the Improvements and the Property in a safe and clean manner. If the Village fails to maintain the Improvements installed on the Property or the Property, it shall be responsible for any and all cost incurred by the County to replace, maintain, or remove the Improvements, in whole or in part.
6. The Village agrees that no Improvements, structures, or articles shall be installed or constructed within the Property without written approval by the County. No Improvements or structures shall be permitted which are inconsistent with or impede the appropriate movement of traffic, the safe and convenient transportation of people, or that cause any distraction to drivers or is otherwise hazardous to pedestrian or traffic flow, to be determined in the sole discretion of the County.

7. The design and installation of the Improvements shall be submitted to County for its review and approval and said design and installation of same shall be in accordance with this Covenant 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 Street and Highways, U.S Department of Transportation, Federal Highway Administration;
  - c. Standard Highway Signs, U.S. Department of Transportation, Federal Highway Administration;
  - d. Miami-Dade County Public Works Manual (available from the Transportation and Public Works Department, Reproduction Services, 111 NW 1 Street, Suite 1604, Miami, FL 33128.
  - e. Florida Highway Guide Sign Program Chapter 14-51; and Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook).
8. Notwithstanding any other term in this Covenant, nothing herein shall be deemed a waiver of the Village or the County's immunity, or sovereign rights, or limitations of ability as provided by section 768.28, Florida Statutes, as may be amended from time to time.
9. The Village 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 Covenant in accordance with the requirements for records and documents associated with this Covenant in accordance with the requirements for records retention set for in Chapter 119, Florida Statutes.

10. Upon written notification by the County, the Village shall immediately remove, at the Village's sole cost and expense, the Improvements, in whole or in part. Failure to carry out any of the duties and responsibilities assumed herein by the Village may result in termination of the Covenant, at the sole discretion of the County, upon five (5) days' notice to the Village in accordance with paragraph 14.
11. The preparation of this Covenant 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.
12. This Covenant embodies the entire agreement between the Parties with respect to the matters addressed therein. Previous agreements and understanding 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 Covenant.
13. The undersigned further agrees that these conditions shall be deemed a covenant and shall remain in full effect and be binding in the undersigned, until such time as this obligation has been cancelled by an affidavit filed in the Public Records of Miami-Dade County, Florida by the County Mayor or County Mayor's designee.
14. 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 receipts 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 1<sup>st</sup> Court-Suite 1700  
Miami FL 33136

**With a Copy to:**

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

b. **For the Village:**

Village of Pinecrest  
Yocelyn Galiano, ICMA-CM, Village Manager  
12645 Pinecrest Parkway  
Pinecrest, FL 33156

**With a copy to:**

Village of Pinecrest  
Mitchell Bierman, Village Attorney  
12645 Pinecrest Parkway  
Pinecrest, FL 33156

**With a copy to:**

Village of Pinecrest Public Works Department  
David J. Mendez, P.E., Public Works Director  
10800 Red Road  
Pinecrest, FL 33156

IN WITNESS WHEREOF, the Village 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: \_\_\_\_\_

County Mayor or County Mayor's  
Designee

By: \_\_\_\_\_

County Deputy Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_

Assistant County Attorney

ATTEST:

VILLAGE OF PINECREST

By: \_\_\_\_\_

Village Clerk

By: \_\_\_\_\_

Village Manager

Approved as form and legal sufficiency:

\_\_\_\_\_

Village Attorney