

**RESOLUTION NO. 2022-**

**A RESOLUTION OF THE VILLAGE OF PINECREST,  
FLORIDA, AUTHORIZING THE VILLAGE MANAGER  
TO NEGOTIATE AND EXECUTE AN  
INTERGOVERNMENTAL AGENCY AGREEMENT WITH  
MIAMI-DADE COUNTY FOR WRAPPING OF TRAFFIC  
SIGNAL MAST ARMS AND POLES OPERATED AND  
MAINTAINED BY MIAMI DADE COUNTY;  
PROVIDING FOR AN EFFECTIVE DATE.**

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

Section 1. That the Village Manager is hereby authorized to negotiate and execute an Intergovernmental Agency Agreement with Miami-Dade County for the wrapping of traffic signal mast arms and poles operated and maintained by Miami-Dade County.

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

PASSED AND ADOPTED this 10th day of May, 2022.

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

Attest:

\_\_\_\_\_  
Priscilla Torres, CMC  
Village Clerk

Approved as to Form and Legal Sufficiency:

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

Consent Agenda

**INTERGOVERNMENTAL AGENCY AGREEMENT  
FOR THE WRAPPING OF TRAFFIC SIGNAL MAST ARMS AND POLES OPERATED AND  
MAINTAINED BY MIAMI DADE COUNTY**

THIS INTERGOVERNMENTAL AGENCY AGREEMENT FOR THE WRAPPING OF TRAFFIC SIGNAL ASSETS OPERATED AND MAINTAINED BY MIAMI DADE COUNTY (**AGREEMENT**), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the

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

**WITNESSETH**

WHEREAS, the Village has requested the County allow the Village to wrap the traffic signal mast arms and poles at the locations listed on Appendix A;

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 Village 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 the traffic signals 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 Village and the County agree as follows:

1. The recitals set forth above are incorporated herein by reference.
2. The Village shall be allowed to wrap the traffic signal mast arms and poles "Wrapped Structure" at the locations listed on Appendix "A".
3. The wrapping of any traffic signal mast arms and poles owned by the Florida Department of Transportation (FDOT) or within any FDOT intersections or rights-of-way (hereinafter "FDOT Assets") shall first require a written agreement between the Village and FDOT wherein FDOT authorizes the Village to wrap the FDOT Assets. The Village acknowledges that this Agreement shall not be effective as to any such FDOT assets until the Village and FDOT enter into the appropriate agreement. The Village must provide a copy of said agreement to the County.
4. The wrapping of the traffic signal mast arms and poles shall be in accordance to FDOT and Miami Dade County Department of Transportation and Public Works (DTPW) approved standards, procedures, and material requirements including, but limited to the requirements within Appendix B.
5. The Village shall be responsible for the aesthetics of all Wrapped Structures. The Village shall be responsible for maintaining the wrapped structures and shall be

responsible for taking all actions necessary to rectify any peeling or deterioration in the wrapping, including but not limited to re-wrapping the traffic signal mast arms and poles, and shall also be responsible for removing any graffiti, flyers, stickers, or other markings or items attached or adhered to the wrapped structures.

6. If the Village fails to maintain the aesthetics of the wrapped structure(s), the Village shall be responsible for any and all costs incurred by the County to replace the mast arm and pole or return same to its pre-wrapped state.
7. The County shall be responsible for responding to traffic impacts including repair and replacement of all components damaged by the traffic impact, unless such traffic impact arose from the wrapping of the traffic signal mast arms and poles. If the traffic impact arose from the wrapping of the traffic signal mast arms and poles, the Village shall be responsible for repairing and replacing of all components damaged by the traffic impact. If the traffic impact did not arise from the wrapping of the traffic signal control device, the County will replace the damaged mast arm and pole with a standard unwrapped traffic mast arms and poles. The County shall not be responsible for the re-wrapping of the replacement mast arm and pole.
8. The Village shall be responsible for any damages to County equipment resulting from wrapping; including but not limited to site preparation, acid washing, cleaning procedures, overspray, etc.
9. The Village, or their authorized contractor, shall apply for and obtain a permit from the County for all work, including but not limited to wrapping and/or re-wrapping to be performed at each traffic signal intersection, and all work is to be carried out by properly licensed and certified personnel. This Agreement does not serve to place the County under any obligation to approve or grant a permit to wrap or re-wrap a mast arm and pole.
10. The Village assumes liability for any damages, including but not limited to accidents and/or injuries which may occur or arise out of the wrapping of the traffic mast arms and poles, and hereby indemnifies and holds the County harmless from any and all liability for any damage, injury, or claim that may arise out of or relating to the wrapping of the traffic signal mast arms and poles, or the exercise of any rights, obligations or actions under this Agreement, including but not limited to the County's permission for the installation of the same or from the Village's failure to maintain, repair, or replace the wrapped traffic signal mast arms and poles. Neither the Village nor the County in any way waives its rights and immunities under Section 768.28, Florida Statutes, and this indemnity shall be subject to the dollar limits set forth in such Statutes. Nothing contained in this indemnity shall serve to indemnify the County against its own negligence.
11. 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.

12. 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.
13. The undersigned further agrees that these conditions shall be deemed a continuing obligation between the Village and the County and shall remain in full force and effect and be binding on the Village, and any permitted successors or assigns.
14. In the event that the Village requests any third party to assume any of the responsibilities hereunder, the Village acknowledges that such assumption shall not relieve the Village from any obligations or responsibilities hereunder. Prior to allowing such assumption, the Village shall require such third party to additionally indemnify the County from any and all liability for any damage, injury, or claim that may arise by virtue of the installation of the Improvements, or for the failure to maintain the Improvements, and additionally, the County shall be named as an additional insured on any insurance provided by such third party to the Village. No transfer, conveyance, or assumption, in whole or in part, of any right, obligation, or responsibility hereunder shall be allowed absent written approval by the County Mayor or Mayor's designee. Additionally, such transfer must include the recordation of a Covenant, at no cost to the County, which shall not be amended, modified, or released without written approval by the County Mayor or Mayor's designee.
15. Nothing in this Agreement, express or implied, is intended to: (a) confer upon any entity or person other than the parties and any permitted successors or assigns, 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. Additionally, nothing herein shall be deemed to constitute a waiver of any rights under Florida Statute Section 768.28, or as a waiver of the County's sovereign rights, including but not limited to the issuance of permits.
16. The language agreed to herein expresses the mutual intent and agreement of the County and the Village, and shall not, as a matter of judicial construction, be construed more severely against one of the parties from the other.
17. The County retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approval or permit as provided for under Florida law, including but not limited to the Miami-Dade County Code and Public Works Manual.
18. Any obligations hereunder for payment or indemnification in favor of the County shall survive the termination of this Agreement.

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:

Village of Pinecrest, a municipal  
Corporation of the State of Florida

BY: \_\_\_\_\_  
Village Clerk

BY: \_\_\_\_\_  
Village Manager

Approved by as to form and legal sufficiency:

\_\_\_\_\_  
Village Attorney

## APPENDIX A

### Locations

## Village of Pinecrest Signal Locations

<b>Intersection</b>	<b># of mast arms</b>	<b>Notes</b>
Kendall Drive and SW 68 Court	4	
Kendall Drive and SW 67 Avenue	4	
Kendall Drive and SW 57 Avenue	4	
SW 104 Street and SW 57 Avenue	2	2 ground mounted
SW 104 and SW 67 Avenue	4	
SW 104 Street and SW 72 Avenue	4	
SW 104 Street and SW 77 Avenue	4	
Killian and SW 77 Avenue	4	
Killian and SW 72 Avenue	4	
Killian and SW 67 Avenue	4	
Killian and SW 57 Avenue	4	
SW 57 Avenue and Old Cutler	3	
SW 120 Street and SW 57 Avenue	3	
SW 120 Street and SW 67 Avenue	4	
SW 120 Street and SW 77 Avenue	4	
SW 124 Street and SW 82 Avenue	4	
SW 124 Street and SW 77 Avenue	4	
SW 124 Street and SW 67 Avenue	4	
SW 128 Street and 82 Avenue	4	flashing red lights
SW 128 Street and SW 77 Avenue	4	
SW 132 Street and SW 82 Avenue	4	flashing red lights
SW 132 Street and 77 Avenue	4	
SW 136 Street and 82 Avenue	4	<i>2 each in Pinecrest and Palmetto Bay</i>
SW 136 Street and 77 Avenue	4	<i>2 each in Pinecrest and Palmetto Bay</i>
SW 136 Street and 67 Avenue	4	<i>2 each in Pinecrest and Palmetto Bay</i>
<b>TOTAL</b>	<b>96</b>	

## APPENDIX B

### Miami-Dade County

#### Department of Transportation and Public Works

#### Traffic Signals and Signs Division (TSS)

#### Requirements for the Wrapping of Traffic Signal Mast Arms and Poles

1. A Permit for the modification of the Traffic Signal Mast Arms and Poles must be obtained. Permit submittal shall provide the material and renderings of all sides of the artwork to be applied to the mast arm and pole.
2. Prior notification and approval from the Local Maintaining Agency (DTPW-TSS) prior to commencement of work on traffic signal mast arm and pole and a notification upon completion.
3. Painting of mast arms and poles is not allowed. Artwork must be produced on a durable 3M brand vinyl that is coated with an anti-graffiti laminate.
4. Artwork may not display any messages with text, or contain any words or alpha-numeric characters; or anything that may be mistaken for a traffic control device.
5. Artwork must not operate as a sign, pursuant to Miami-Dade County Code Sections 2-103.14 and 2-103.15, and must not contain any nude images, religious symbols, advertisements, political messages, images of a living or deceased person, resemble graffiti or include a copyrighted or trademarked image.
6. The Vendor, Artwork, or wrapping shall not interfere with the traffic control equipment located inside the mast arm and pole and all vents, access panels, electrical connections, antennas, and key holes shall remain clear with no blockage.
7. The Vendor will not have access to the inside of the cabinet or be able to work on the cabinet while the cabinet doors are open. If there is a Local Maintaining Agency identification sticker on the traffic control cabinet, the Vendor must not remove and Artwork must not cover the sticker. If the cabinet does not contain a Local Maintaining Agency identification sticker, the Local Maintaining Agency maintains the right to place a sticker on the cabinets even if Artwork has already been installed on the cabinet.
8. If the mast arm and pole is damaged, the Local Maintaining Agency has the right to replace the mast arm and pole even if Artwork has already been installed on the mast arm and pole. The Local Maintaining Agency, the Florida Department of Transportation, or either one of their respective contractors may also conduct emergency or routine repairs or maintenance of components inside the traffic control mast arms and poles and are not responsible for replacing Artwork or for any damages to Artwork as a result of such emergency or routine repairs or maintenance of the traffic control mast arms and poles.

**\*These requirements shall not be limited to traffic signal mast arms and poles and shall apply to all traffic equipment mast arms and poles that may be proposed to be wrapped.**