

RESOLUTION NO. 2026-

A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT FOR THE INSTALLATION AND MAINTENANCE OF AN ENTRANCE FEATURE WITHIN EXISTING ROUNDABOUTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969", authorizes public agencies to enter into Agreements for mutual benefit and to provide facilities to service the needs of local communities; and

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

Section 1. That the Village Manager is hereby authorized to execute an intergovernmental agreement for the installation and maintenance of an entrance feature within existing roundabouts.

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

PASSED AND ADOPTED this 10th day of March, 2026.

Joseph M. Corradino, Mayor

Attest:

Priscilla Torres, MMC
Village Clerk

Approved as to Form and Legal Sufficiency:

Mitchell Bierman
Village Attorney

Consent Agenda

INTERGOVERNMENTAL AGREEMENT FOR THE INSTALLATION AND MAINTENANCE OF AN ENTRANCE FEATURE WITHIN EXISTING ROUNDABOUTS

THIS INTERGOVERNMENTAL AGENCY AGREEMENT TO INSTALL AND MAINTAIN AN ENTRANCE FEATURE WITHIN TWO EXISTING ROUNDABOUTS LOCATED IN THE INTERSECTIONS OF SW 136 STREET AND SW 67 AVENUE AND SW 136 STREET AND OLD CUTLER ROAD (“Agreement”) is made and entered into this ____ day of _____, 2026, by and between the VILLAGE OF PINECREST (the “Village”), a municipal corporation of the State of Florida, and MIAMI-DADE COUNTY (the “County”), a political subdivision of the State of Florida.

WHEREAS, the Village wishes to enhance the aesthetics within and adjacent to the Village’s limits; and

WHEREAS, both parties herein wish to facilitate the implementation of an entrance feature within two existing roundabouts at SW 136 Street and SW 67 Avenue and SW 136 Street and Old Cutler Road within and adjacent to the Village’s limits, hereinafter referred to as the “Project” described as follows:

The Project scope consists of the installation and maintenance of an entrance feature within each of two existing roundabouts as further depicted in Exhibit “A”, in the County-owned area legally described as follows:

ROUNDABOUT 1

A portion of OLD CUTLER ROAD, a public right-of-way, in Section 23, Township 55 South, Range 40 East, and being more particularly described as follows:

Commence at the N.E. corner of Section 23, Township 55 South, Range 40 East; thence S87°50'00”W for a distance of 543.03 feet; thence S02°10'00”E for a distance of 15.57 feet to the Point of Beginning to the following described parcel, said Point of Beginning also being on the arc of a circular curve to the right, concave to the southwest (a radial bearing from said point bears S17°19'54”W), the next four (4) courses and distance being along the existing inner circle of the roundabout; 1) thence southeasterly along the arc of said curve, having a radius of 23.50 feet, through a central angle of 95°23'12”, for an arc distance of 39.12 feet to a point of compound curvature of a circular curve to the right, concave to the Northwest; 2) thence Southwesterly, along the arc of said curve, having for its elements a radius of 51.00 feet, through a central angle of 83°26'03”, for an arc distance of 74.27 feet to a point of compound curvature of a circular curve to the right, concave to the Northeast; 3) thence Northwesterly, along the arc of said curve, having for its elements a radius of 24.00 feet, through a central angle of 97°44'42”, for an arc distance of 40.94 feet to a point of compound curvature of a circular curve to the right, concave to the Southeast; 4) thence Northeasterly, along the arc of said curve, having for its elements a radius of 51.00 feet, through a central angle of 83°26'03”, for an arc distance of 74.27 feet to the Point of Beginning.

Containing a total Area of 4,001 Square Feet.

ROUNDABOUT 2

A portion of the intersection of OLD CUTLER ROAD and S.W. 67th AVENUE, both public right-of-ways, lying in Sections 13, 14, 23, 24 Township 55 south, Range 40 east, and being more particularly described as follows:

Commence at the N.E. corner of Section 23, Township 55 South, Range 40 East; thence N58°05'31"W for a distance of 12.56 feet to the Point of Beginning to the following described parcel, said Point of Beginning also being on the arc of a circular curve to the right, concave to the southwest (a radial bearing from said point bears S19°19'37"E), the next four (4) courses and distance being along the existing inner circle of the roundabout; 1) thence southeasterly along the arc of said curve, having a radius of 32.50 feet, through a central angle of 91°08'52", for an arc distance of 51.70 feet to a point of compound curvature of a circular curve to the right, concave to the Northwest; 2) thence Southwesterly, along the arc of said curve, having for its elements a radius of 16.50 feet, through a central angle of 90°35'49", for an arc distance of 26.09 feet to a point of compound curvature of a circular curve to the right, concave to the Northeast; 3) thence Northwesterly, along the arc of said curve, having for its elements a radius of 33.00 feet, through a central angle of 87°39'31", for an arc distance of 50.49 feet to a point of compound curvature of a circular curve to the right, concave to the Southeast; 4) thence Northeasterly, along the arc of said curve, having for its elements a radius of 16.50 feet, through a central angle of 90°35'49", for an arc distance of 26.09 feet to the Point of Beginning.

Containing a total Area of 1,840 Square Feet.

(the "Property")

WHEREAS, upon completion of the entrance feature by the Village, and in accordance with Section 14, the Village shall, at its sole cost and expense, maintain, repair, and replace, as necessary, the entrance feature within the existing roundabouts as part of the Project; and

WHEREAS, the Village, 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 VILLAGE AND THE COUNTY AGREE AS FOLLOWS:

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

Section 2. Installation. The entrance feature within existing roundabouts must meet applicable building codes and design criteria for similar structures or landscaping placed within the roundabout's central islands, including wind loading commensurate with roadway signs in the area. The features must not contain any signs as defined in the 2023 Manual on Uniform Traffic Control Devices (MUTCD), Part 1, Chapter 1C.02, traffic control features, auditory devices, reflective surfaces, flashing lights, moving parts or moving illumination.

Section 3. Standards. The entrance feature within existing roundabouts submitted for

review and approval shall be in accordance with this Agreement 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;
- 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
- f. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook).

Section 4. Funding and Payment Responsibility. The Village assumes sole and complete responsibility for the funding and payment of the entrance feature within existing roundabouts that are installed by the Village at the Project location within and adjacent to Village boundaries. If the Village fails to provide funding, it shall be responsible for any and all costs incurred by the County to install, replace, or remove the entrance feature.

Section 5. Maintenance Responsibility. The Village assumes sole and complete responsibility for the installation and maintenance of the entrance feature within existing roundabouts that are installed by the Village at the Project location within Village boundaries. If the Village fails to maintain the entrance feature within existing roundabouts, it shall be responsible for any and all costs incurred by the County to replace, maintain, or remove the entrance feature.

Section 6. Liability and Indemnification. The Village 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 entrance feature installation within existing roundabouts, 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 entrance feature installation within existing roundabouts.

Section 7. No Waiver of Sovereign Immunity. Notwithstanding any other term in this Agreement, nothing herein shall be deemed a waiver of the Village 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 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 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 Village shall immediately remove the entrance features that are not in compliance with the terms of this Agreement at the Village's sole cost and expense. Failure to carry out any of the duties and responsibilities assumed herein by the Village may result in termination of the Agreement, at the sole discretion of the County upon five (5) days' written 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 Village or the County may, in their respective sole and complete discretion, terminate this Agreement, with or without cause and/or convenience of the terminating party, upon twenty (20) business days' written notice; provided, however, that at the option of the County, the Village shall continue to maintain, repair, and be responsible for any entrance feature within existing roundabouts by the Village while this Agreement was in effect. Prior to the termination of this Agreement, however, the Village may elect to remove any the entrance feature within existing roundabouts installed by the Village, provided the Village shall restore the roadway and area in which the entrance feature within existing roundabouts were located to the condition

that existed before the Village'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 16. 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: Stacy L. Miller, P.E., 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 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

By: _____
Deputy Mayor

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 to form and legal sufficiency:

Village Attorney