

# MEMORANDUM

Agenda Item No. 8(N)(1)

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**TO:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

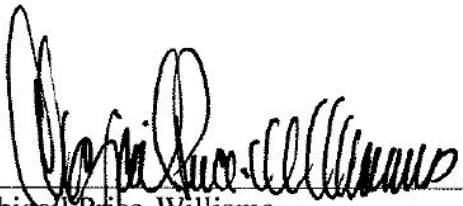
**DATE:** October 6, 2020

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Resolution approving an Interlocal Agreement between the Town of Miami Lakes and Miami-Dade County for the wrapping of certain traffic controller cabinets operated and maintained by Miami-Dade County; and authorizing the County Mayor to execute same for and on behalf of Miami-Dade County and to exercise all provisions contained therein

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The accompanying resolution was prepared by the Transportation and Public Works Department placed on the agenda at the request of Prime Sponsor Commissioner Esteban L. Bovo, Jr.

  
Abigail Price-Williams  
County Attorney


APW/lmp

# Memorandum



**Date:** October 6, 2020

**To:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Resolution Approving an Interlocal Agreement Between the Town of Miami Lakes and Miami-Dade County for the Wrapping of Certain Traffic Controller Cabinets Operated and Maintained by Miami-Dade County

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## **Recommendation**

It is recommended that the Board of County Commissioners (Board) approve the attached resolution approving and authorizing the execution of an Interlocal Agreement (Agreement) between the Town of Miami Lakes (Town) and Miami-Dade County allowing the Town to wrap certain traffic signal controller cabinets operated and maintained by the County. The wrapping of any device within signalized intersections on the State Highway system shall be subject to the prior execution of an agreement with the Florida Department of Transportation (FDOT) authorizing the wrapping of the devices. The Town and FDOT have entered into a Community Aesthetic Feature (CAF) Agreement, attached as Exhibit 1, authorizing the wrapping of the traffic signal controller cabinets at issue.

## **Scope**

This project is located in County Commission District 13, represented by Commissioner Esteban L. Bovo, Jr.

## **Fiscal Impact**

There is no fiscal impact to the County as the Town will be responsible for all installation and recurring maintenance costs of the wrapping placed on the traffic signal controller cabinets.

## **Track Record/Monitor**

The Department of Transportation and Public Works (DTPW) Traffic Signals and Signs Division's Chief, Frank Aira, P.E., will be responsible for monitoring this Agreement.

## **Background**

The Town has requested that the County allow the Town to wrap certain traffic signal controller cabinets to enhance aesthetics in line with the Town's Strategic Plan's beautification initiatives. Appendix A to the Agreement provides the list of four intersections within the Town where the Town intends to wrap the traffic controller cabinets in accordance with the terms of Agreement. The locations of the traffic controller cabinets to be wrapped may be amended from time to time. The wrapping of the traffic controller cabinets is subject to FDOT's prior approval. The Town has already entered into a CAF Agreement with FDOT authorizing the wrapping of the traffic signal controller cabinets at issue.



Jennifer Moon  
Deputy Mayor

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**COMMUNITY AESTHETIC FEATURE AGREEMENT**

625-010-10  
ROADWAY DESIGN  
OGC - 08/17  
Page 1 of 12

State Road/Local Road 826 Section No. Various CAFA No. 2020-M-691-00001

This Community Aesthetic Feature Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, between the State of Florida, Department of Transportation ("Department") and Town of Miami Lakes ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

**RECITALS**

- A. The Agency has requested permission from the Department to install a [**CHOOSE ONE:** ☒ Public Art, ☐ Local Identification Marker] community aesthetic feature on that certain right-of-way owned by the Department which is located on State Road/Local Road Miami Lakes Drive with 826 Underpass & NW 67<sup>th</sup> Avenue at MP Various in Miami-Dade County, Florida ("Project").
- B. The Department agrees that transportation facilities enhanced by community aesthetic features can benefit the public, result in positive economic development, and increase tourism both locally and throughout Florida.
- C. The Parties agree to the installation and maintenance of the Project, subject to the terms and conditions in this Agreement.

**AGREEMENT**

1. **TERM.** The term of this Agreement shall commence upon full execution of this Agreement ("Effective Date") and continue through \_\_\_\_\_, which is determined as the lifespan of the Project, unless terminated at an earlier date as provided in this Agreement. If the Agency does not complete the installation of the Project within \_\_\_\_\_ (\_\_\_\_\_) days of the Effective Date of this Agreement, the Department may immediately terminate this Agreement. This Agreement may only be renewed for a term no longer than the original term of this Agreement upon a writing executed by both Parties to this Agreement.

2. **PROJECT DESCRIPTION.** The Project is a [**CHOOSE ONE:** ☒ Public Art, ☐ Local Identification Marker], as more fully described in the plans in Exhibit "A", attached and incorporated in this Agreement.

3. **FUNDING OF THE PROJECT.** The Agency has agreed by resolution to approve the Project and to fund all costs for the design, installation, and maintenance of the Project, and such resolution is attached and incorporated in this Agreement as Exhibit "D". The Department shall not be responsible for any costs associated with the Project. All improvements funded, constructed, and installed by the Agency shall remain the Agency's property. However, this permissive use of the Department's right-of-way where the Project is located does not vest any property right, title, or interest in or to the Agency for the Department's right-of-way.

4. **DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPROVALS.**

- a. The Agency is responsible for the design, construction, and maintenance of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including the Department standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by the Department and applicable Florida Building Code construction standards. The Agency shall submit all plans or related construction documents, cost estimates, project schedule, and applicable third party agreements to the Department for review and approval prior to installation of the Project. The Agency is responsible for the preparation of all design plans for the Project, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. A copy of the design plans shall be provided to the Department's District Design Engineer, located at 1000 NW 111 Avenue, Miami FL 33172.
- . The Department will review the plans for conformance to the Department's requirements and feasibility. The Department review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans. By review of the plans, the Department signifies only that such

plans and improvements satisfies the Department's requirements, and the Department expressly disclaims all other representations and warranties in connection with the plans, including, but not limited to the integrity, suitability, or fitness for the intended purpose or whether the improvements are constructed in accordance with the plans. The Department's review of the plans does not relieve the Agency, its consultants or contractors of any professional or other liability for the plans. All changes required by the Department shall be made by the Agency and final corrected plans shall be provided to the Department within thirty (30) days.

- b. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. Section 337.403, Florida Statutes, shall determine whether the utility bears the costs of utility work. The Agency shall bear the costs of utility work not required to be borne by the utility by Section 337.403, Florida Statutes.
- c. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of FDOT Standard Specifications, Section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from FDOT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- d. The Agency is responsible for obtaining all permits that may be required by any federal, state, or local agency.
- e. Prior to commencing the Project, the Agency shall request a Notice to Proceed from the Department's Construction Project Manager, Mario Cabrera, at (305) 640-7445 or from an appointed designee.
- f. The Agency is authorized, subject to the conditions in this Agreement, to enter Department's right-of-way to install the Project (see attached Exhibit "B" Special Provisions). The Parties agree that this Agreement creates a permissive use only. Neither the granting of permission to use Department's right-of-way nor the placing of facilities upon Department's right-of-way shall operate to create or vest any property right in or to the Agency. The Agency shall not acquire any right, title, interest, or estate in the Department's right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of the Department's right-of-way.
- g. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction and throughout the maintenance term of the Project. If the Department determines that a condition exists which threatens the public's safety, the Department may, at its discretion, cause the Project to cease and/or immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. Should the Agency fail to remove the safety hazard within thirty (30) days, the Department may remove the safety hazard at the Agency's sole cost, expense, and effort.
- h. The Agency shall be responsible to ensure that construction of the Project is performed in accordance with the approved construction documents, and that it will meet all applicable federal, state, and local standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "C".
- i. The Agency shall notify the Department a minimum of forty eight (48) hours before beginning the Project within the Department's right-of-way. The Agency shall notify the Department should installation be suspended for more than five (5) working days.
- j. Upon completion of the Project, the Agency shall notify the Department in writing of the completion of the installation of the Project. For all design work that originally required certification by a Professional Engineer, the notification shall contain a Responsible Professional's Certification of Compliance, signed

and sealed by the responsible professional for the project, the form of which is attached to this Agreement as Exhibit "E". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. The Agency and its contractors shall remove their presence, including, but not limited to, all of the Agency or its contractor's/ subcontractor's/ consultant's/ subconsultant's property, machinery, and equipment from the Department's right-of-way and shall restore those portions of the Department's right-of-way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project, at Agency's sole cost and expense.

- k. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice to complete the Project and provide the Department with written notice of the same ("Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department may: 1) provide the Agency with written authorization granting additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without Department liability to the Agency for any resulting loss or damage to property, including but not limited to machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.
- l. Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the Project, including all costs. The maintenance schedule shall include initial defect, instantaneous damage and deterioration components. The initial defect maintenance inspection should be conducted, and any required repairs performed during the construction phase. The instantaneous damage maintenance inspection should be conducted sixty (60) to ninety (90) days after placement and is intended to identify short term damage that does not develop over longer time periods. The deterioration maintenance inspection shall be conducted on regular, longer term intervals and is intended to identify defects and damages that occur by naturally occurring chemical, physical or biological actions, repeated actions such as those causing fatigues, normal or severe environmental influences, abuse or damage due to other causes. Deterioration maintenance shall include, but is not limited to, the following services:  
removal of graffiti, flyers, stickers or other items that adhere to the structure. Any peeling or wrapping deterioration. For additional requirements, please refer to Intergovernmental Agency Agreement executed between the County and Town of Miami Lakes (see attached resolution)..
- m. The Agency shall, within thirty (30) days after expiration or termination of this Agreement, remove the Project and restore the right-of-way to its original condition prior to the Project. The Agency shall secure its obligation to remove the Project and restore the right-of-way by providing a removal and restoration deposit, letter of credit, or performance bond in the amount of \$ N/A. The removal and restoration deposit, letter of credit, or bond shall be maintained by the Agency at all times during the term of this Agreement and evidence of the deposit, letter of credit, or bond shall be submitted to the Department on an annual basis. A waiver of the deposit, letter of credit, or bond requirement is permitted with approval from the District Maintenance Engineer for those installations with estimated restoration/removal costs less than or equal to \$2000.00.  
District Maintenance Engineer, N/A FOR ART WRAPS Date: N/A
- n. The Department reserves its right to cause the Agency to relocate or remove the Project, in the Department's sole discretion, and at the Agency's sole cost.

5. **INDEMNITY AND INSURANCE.**

- a. The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:
- "The contractor/ subcontractor/ consultant/ subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/ subcontractor/ consultant/ subconsultant, its officers, agents or employees."
- b. The Agency shall carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$1,000,000 per person and \$5,000,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. Additionally, the Agency or its contractor/ subcontractor/ consultant/subconsultant shall cause the Department to be an additional insured party on the policy or policies, and shall provide the Department with certificates documenting that the required insurance coverage is in place and effective. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to obtain the appropriate rail permits and provide insurance coverage in accordance with Section 7-13 of the Department's current Standard Specifications for Road and Bridge Construction, as amended.
- c. The Agency shall also carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force Worker's Compensation insurance as required by the State of Florida under the Worker's Compensation Law.

6. **NOTICES.** All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
DISTRICT 6 PROGRAM MANAGER

Karina Fuentes

1000 NW 111 Avenue

Phone: 305-470-5310

Fax: 305-470-5380

Town of Miami Lakes COUNTY [OR CITY], FLORIDA

6601 Main Street

Miami Lakes, FL 33014

Atn: Carlos Acosta, P.E.

Phone: (305) 364-6100 X-1129

Fax: (305) 558-8511

**7. TERMINATION OF AGREEMENT.** The Department may terminate this Agreement upon no less than thirty (30) days notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency waives any equitable claims or defenses in connection with termination of the Agreement by the Department pursuant to this Paragraph 7.

**8. LEGAL REQUIREMENTS.**

- a. This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in a state court of appropriate jurisdiction in Leon County, Florida, applying Florida law.
- b. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
- c. The Agency shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Agency in conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
- d. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's right-of-way.

**9. PUBLIC ENTITY CRIME.** The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

**10. UNAUTHORIZED ALIENS.** The Department will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

**11. NON-DISCRIMINATION.** The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

**12. DISCRIMINATORY VENDOR LIST.** The Agency affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The Agency further agrees



that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

13. **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.

14. **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.

15. **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

16. **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

17. **NON-ASSIGNMENT.** The Agency may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the Department. Any assignment, sublicense, or transfer occurring without the required prior written approval of the Department will be null and void. The Department will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that the Department approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.

18. **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

19. **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

20. **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of the Department or his/her delegate.

21. **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

*The remainder of this page is intentionally left blank.*

Section No. Various CAFA No. 2020-M-691-00001

**AGENCY**

Town of Miami Lakes

6601 Main Street, Miami Lakes, FL 33014

By: 

Print Name: Edward Pidermann

Title: Town Manager

As approved by the Council, Board, or

Commission on: April 9, 2019

Attest: \_\_\_\_\_

Legal Review: 

City or County Attorney

**DEPARTMENT**

State of Florida, Department of Transportation

By: 

Print Name: Rudy Garcia

Title: Director of Operations

Date: 3/13/2020

Legal Review: 

Alicia Trujillo, Esq.

Section No. Various CAFA No. 2020-M-691-00001

EXHIBIT "A"

PROJECT DESCRIPTION

I. SCOPE OF SERVICES

Traffic box wrapping at the following locations:

SR 826 and NW 154 Street underpass  
SR 826 and NW 154 Street exit area

II. PROJECT PLANS

The Agency is authorized to install the Project in accordance with the attached plans prepared by N/A FOR ARTWRAP  
P.E./R.L.A./Architect and dated N/A. Any revisions to these plans must be approved by the Department in  
writing.

- SEE ATTACHED RESOLUTION



TOWN OF MIAMI LAKES NEIGHBORHOOD IMPROVEMENT COMMITTEE

**TRAFFIC LIGHT CONTROL BOXES  
BEAUTIFICATION PROJECT**

MIAMI LAKES, FLORIDA



LOCATION MAP  
N.T.S.



SITE 1



SITE 4

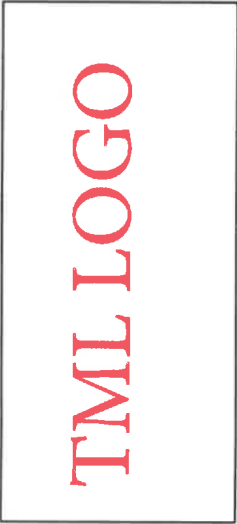


SITE 2

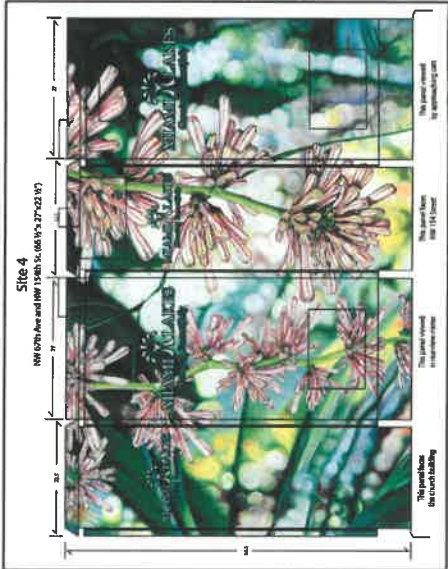
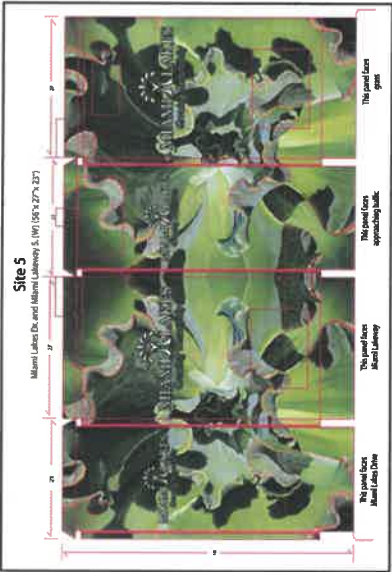
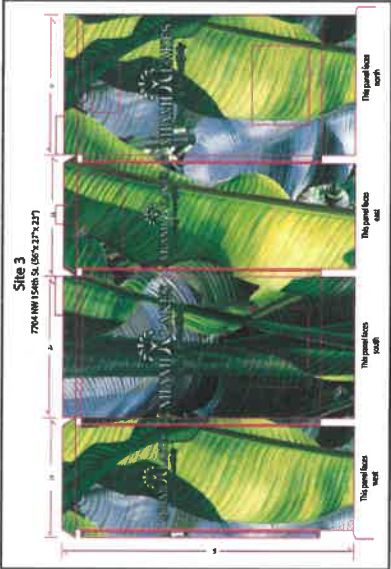
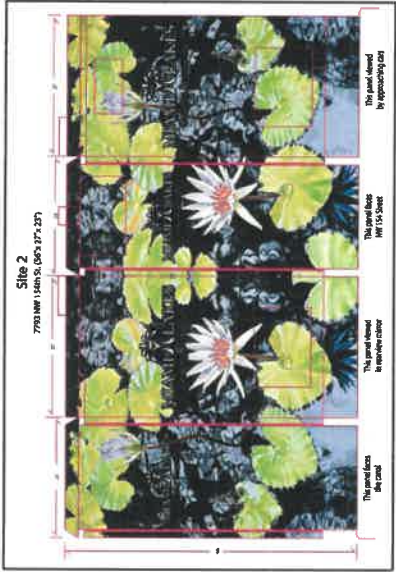
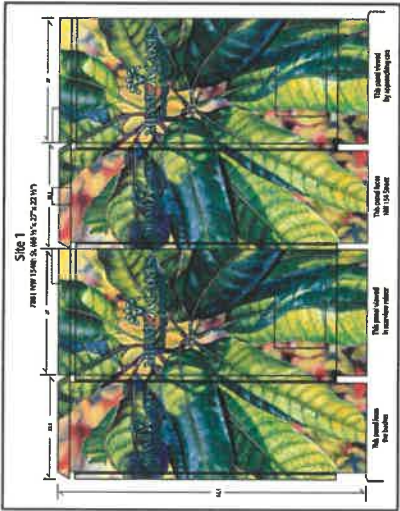


SITE 5

TRAFFIC LIGHT CONTROL BOXES LOCATIONS AND DIMENSIONS:  
Site 1 - 7881 NW 154th St. (66' 8" x 27' x 22' 1/2")  
Site 2 - 7703 NW 154th St. (66' 8" x 27' x 22' 1/2")  
Site 3 - 7704 NW 154th St. (66' 8" x 27' x 22' 1/2")  
Site 4 - NW 67th Ave and NW 154th St. (66' 8" x 27' x 22' 1/2")  
Site 5 - Miami Lakes Dr. and Miami Lakesway S. (66' 8" x 27' x 22' 1/2")



TOWN OF MIAMI LAKES  
PUBLIC WORKS DEPT.  
6801 MAIN STREET  
MIAMI LAKES, FL 33014



SCOPE OF WORK
THE SCOPE OF WORK IS TO INSTALL ARTWORK IMAGES TO THE SELECTED EXISTING TRAFFIC LIGHT CONTROL BOXES AS NOTED IN THE DRAWINGS.

GENERAL NOTES

1. ARTWORK CONTRACTOR SHALL VERIFY ALL TRAFFIC LIGHT CONTROL BOXES DIMENSIONS PRIOR TO WORK. IF DIMENSIONS DO NOT MATCH DRAWINGS, CONTRACTOR SHALL REPORT TO THE OWNER AND ARTIST PRIOR TO INSTALLATION OF ARTWORK.
2. ARTWORK INSTALLER SHALL COORDINATE WITH ARTISTS AND FOLLOW FOOT COUNLINE SPECIFICATIONS PRIOR TO INSTALLATION OF THE ARTWORK.
3. ARTWORK INSTALLER SHALL PROTECT IMMEDIATE AREAS SURROUNDING THE TRAFFIC LIGHT CONTROL BOXES (SIDEWALK AND GRASS AREAS, ETC) ANY DAMAGE SHALL BE REPAIRED TO MATCH EXISTING AT NO COST TO THE OWNER(S) FOOT AND/OR TOWN OF MIAMI LAKES- PUBLIC WORKS DEPT.
4. ALL TRAFFIC LIGHT CONTROL BOXES SURFACES SHALL BE CLEANED FOR ANY DAMAGES THAT WILL AFFECT THE PROPER INSTALLATION OF THE ARTWORK. CLEANED AND DRY PRIOR TO INSTALLATION OF THE ARTWORK.
5. MATERIAL INSTALLED SHALL BE UV TREATED TO PREVENT ARTWORK FROM FADING. ALSO FREE OR SCRATCHES, BUBBLES AND STAINS. ANY DAMAGES SHALL BE REPLACED WITH NEW MATERIAL.
6. ANY PERMITS OR CERTIFICATION SHALL BE THE SOLE RESPONSIBILITY OF THE ARTWORK INSTALLER.

ARTWORK INSTALLATION ELEVATIONS  
N.T.S.







**PALMETTO UNDERPASS**



**MIAMI LAKES DR & NW 67 AVE**



**MIAMI LAKES DR & NW 77 CT**



**MIAMI LAKES DR & 826 EXIT**



Section No. Various CAFA No. 2020-M-691-00001

**EXHIBIT "B"**

**SPECIAL PROVISIONS**

## **APPENDIX B**

### **Miami-Dade County**

#### **Department of Transportation and Public Works**

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

#### **Requirements for the Wrapping of Traffic Signal Controller Cabinets**

1. A Permit for the modification of the Traffic Signal Controller Cabinet must be obtained. Permit submittal shall provide the material and renderings of all sides of the artwork to be applied to the cabinet.
2. Prior notification and approval from the Local Maintaining Agency (DTPW-TSS) prior to commencement of work on traffic signal cabinet and a notification upon completion.
3. Painting of cabinets 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 cabinet 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 cabinet is damaged, the Local Maintaining Agency has the right to replace the cabinet even if Artwork has already been installed on the cabinet. 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 cabinets 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 cabinets.

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



Section No. Various CAFA No. 2020-M-691-00001

EXHIBIT "C"

TERMS AND CONDITIONS FOR INSTALLATION OF THE PROJECT

Section No. Various CAFA No. 2020-M-691-00001

**EXHIBIT "D"**

**AGENCY RESOLUTION**

**RESOLUTION NO. 19-1606**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, ACCEPTING THE TERMS AND THE EXECUTION OF AN INTERGOVERNMENTAL AGENCY AGREEMENT WITH MIAMI-DADE COUNTY ALLOWING THE TOWN AUTHORITY FOR THE WRAPPING OF TRAFFIC SIGNAL CONTROLLER CABINET; PROVIDING FOR AUTHORITY TO EXECUTE AGREEMENT; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Miami Lakes (the "Town") has requested Miami-Dade County authority to wrap traffic signal controller cabinets at several locations throughout the Town; and

**WHEREAS**, pursuant to Section 2-95.1 of the Miami-Dade County Code, all traffic control and traffic engineering services in Miami-Dade County are under the exclusive jurisdiction of Miami-Dade County; and

**WHEREAS**, the ability to wrap traffic signal controller cabinets will enhance aesthetics and is in line with the Town's strategic plan's beautification initiatives; and

**WHEREAS**, the Town Manager desires that the Town Council adopt an Intergovernmental Agency Agreement with Miami-Dade County to allow for the wrapping of traffic signal control cabinets as included herein Exhibit "A"; and

**WHEREAS**, in the interest of efficiency and expediency, the Town Manager desires authority to execute any future intergovernmental agreements related to the wrapping of traffic signal control cabinets that are substantially similar to the Intergovernmental Agency Agreement; and

**WHEREAS**, the Town Council agrees that it is in the best interest of the Town to adopt the Intergovernmental Agency Agreement with Miami-Dade County to allow for the wrapping of traffic signal control cabinets and to allow the Town Manager authority to execute any future intergovernmental agreements related to the wrapping of traffic signal control cabinets that are substantially similar to the Intergovernmental Agency Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

**Section 2. Approval of the Intergovernmental Agreement.** The Town Council hereby approves the Intergovernmental Agency Agreement to allow for the wrapping of traffic signal control cabinets with Miami-Dade County as contained herein Exhibit "A."

**Section 3. Authorization of Town Officials.** The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to execute and implement the Intergovernmental Agency Agreement to allow for the wrapping of traffic signal control cabinets with Miami-Dade County. The Town Manager and/or his designee are authorized to execute any amendments or additional documents necessary to effectuate and carry out the purpose of the Intergovernmental Agency Agreement.

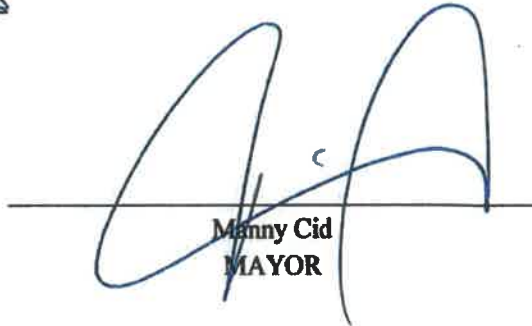
**Section 4. Effective Date.** This Resolution shall be effective immediately upon adoption.

**THIS SPACE INTENTIONALLY LEFT BLANK**

Passed and adopted this 9<sup>th</sup> day of April 2019.

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

Mayor Manny Cid	<u>yes</u>
Vice Mayor Nelson Rodriguez	<u>yes</u>
Councilmember Carlos O. Alvarez	<u>yes</u>
Councilmember Luis Collazo	<u>yes</u>
Councilmember Joshua Dieguez	<u>yes</u>
Councilmember Jeffery Rodriguez	<u>yes</u>
Councilmember Marilyn Ruano	<u>yes</u>




Manny Cid  
MAYOR

Attest:



Gina Inguanzo  
TOWN CLERK

Approved as to form and legal sufficiency:



Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
TOWN ATTORNEY

## **EXHIBIT “A”**

**INTERGOVERNMENTAL AGENCY AGREEMENT  
FOR THE WRAPPING OF TRAFFIC SIGNAL CONTROLLER CABINETS 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 \_\_\_\_\_, 2018, by and between the

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

**WITNESSETH**

WHEREAS, the Town has requested the County allow the Town to wrap the traffic signal controller cabinets 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 Town 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 Town and the County agree as follows:

1. The recitals set forth above are incorporated herein by reference.
2. The Town shall be allowed to wrap the traffic signal controller cabinets "Wrapped Structure" at the locations listed on Appendix "A".
3. The wrapping of any traffic signal controller cabinets 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 Town and FDOT wherein FDOT authorizes the Town to wrap the FDOT Assets. The Town acknowledges that this Agreement shall not be effective as to any such FDOT assets until the Town and FDOT enter into the appropriate agreement. The Town must provide a copy of said agreement to the County.
4. The wrapping of the traffic signal controller cabinets 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 Town shall be responsible for the aesthetics of all Wrapped Structures. The Town 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 controller cabinets, 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 Town fails to maintain the aesthetics of the wrapped structure(s), the Town shall be responsible for any and all costs incurred by the County to 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 a defective or damaged traffic signal wherein such defect or damage was caused by from the wrapping of the traffic signal controller cabinet. If the traffic impact arose from the wrapping of the traffic signal controller cabinet as described herein, the Town 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 cabinet with a standard unwrapped traffic controller cabinet. The County shall not be responsible for the re-wrapping of the replacement cabinet.
8. The Town 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 Town, 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 cabinet.
10. The Town 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 controller cabinet, 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 controller cabinet, 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 Town's failure to maintain, repair, or replace the wrapped traffic signal controller cabinets. Neither the Town 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 Town and the County and shall remain in full force and effect and be binding on the Town, and any permitted successors or assigns.
14. In the event that the Town requests any third party to assume any of the responsibilities hereunder, the Town acknowledges that such assumption shall not relieve the Town from any obligations or responsibilities hereunder. Prior to allowing such assumption, the Town 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 Town. 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 Town 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:

Town of Miami-Lakes, a municipal  
Corporation of the State of Florida

BY:   
Town Clerk

BY:   
Town Manager

Approved by as to form and legal sufficiency:

  
Deputy Town Attorney





## MEMORANDUM (Revised)

**TO:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**DATE:** October 6, 2020

**FROM:** Abigail Price-Williams  
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 \_\_\_\_, 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) \_\_\_\_, or 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)  
10-6-20

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF MIAMI LAKES AND MIAMI-DADE COUNTY FOR THE WRAPPING OF CERTAIN TRAFFIC CONTROLLER CABINETS OPERATED AND MAINTAINED BY MIAMI-DADE COUNTY; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY 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,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves the Interlocal Agreement between the Town of Miami Lakes and Miami-Dade County, in substantially the form attached hereto and made a part hereof, for the wrapping of certain traffic controller cabinets operated and maintained by Miami-Dade County; and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise all provisions contained therein.

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:

Audrey M. Edmonson, Chairwoman

Rebeca Sosa, Vice Chairwoman

Esteban L. Bovo, Jr.

Jose "Pepe" Diaz

Eileen Higgins

Joe A. Martinez

Dennis C. Moss

Xavier L. Suarez

Daniella Levine Cava

Sally A. Heyman

Barbara J. Jordan

Jean Monestime

Sen. Javier D. Souto

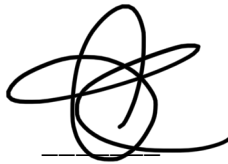
The Chairperson thereupon declared this resolution duly passed and adopted this 6<sup>th</sup> day of October, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon 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

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Annery Pulgar Alfonso

**INTERGOVERNMENTAL AGENCY AGREEMENT  
FOR THE WRAPPING OF TRAFFIC SIGNAL CONTROLLER CABINETS 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 \_\_\_\_\_, 2018, by and between the

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

**WITNESSETH**

WHEREAS, the Town has requested the County allow the Town to wrap the traffic signal controller cabinets 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 Town 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 Town and the County agree as follows:

1. The recitals set forth above are incorporated herein by reference.
2. The Town shall be allowed to wrap the traffic signal controller cabinets "Wrapped Structure" at the locations listed on Appendix "A".
3. The wrapping of any traffic signal controller cabinets 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 Town and FDOT wherein FDOT authorizes the Town to wrap the FDOT Assets. The Town acknowledges that this Agreement shall not be effective as to any such FDOT assets until the Town and FDOT enter into the appropriate agreement. The Town must provide a copy of said agreement to the County.
4. The wrapping of the traffic signal controller cabinets 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 Town shall be responsible for the aesthetics of all Wrapped Structures. The Town 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 controller cabinets, 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 Town fails to maintain the aesthetics of the wrapped structure(s), the Town shall be responsible for any and all costs incurred by the County to 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 a defective or damaged traffic signal wherein such defect or damage was caused by from the wrapping of the traffic signal controller cabinet. If the traffic impact arose from the wrapping of the traffic signal controller cabinet as described herein, the Town 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 cabinet with a standard unwrapped traffic controller cabinet. The County shall not be responsible for the re-wrapping of the replacement cabinet.
8. The Town 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 Town, 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 cabinet.
10. The Town 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 controller cabinet, 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 controller cabinet, 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 Town's failure to maintain, repair, or replace the wrapped traffic signal controller cabinets. Neither the Town 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 Town and the County and shall remain in full force and effect and be binding on the Town, and any permitted successors or assigns.
14. In the event that the Town requests any third party to assume any of the responsibilities hereunder, the Town acknowledges that such assumption shall not relieve the Town from any obligations or responsibilities hereunder. Prior to allowing such assumption, the Town 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 Town. 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 Town 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:

Town of Miami-Lakes, a municipal  
Corporation of the State of Florida

BY:   
Town Clerk

BY:   
Town Manager

Approved by as to form and legal sufficiency:

  
Deputy Town Attorney

## APPENDIX A

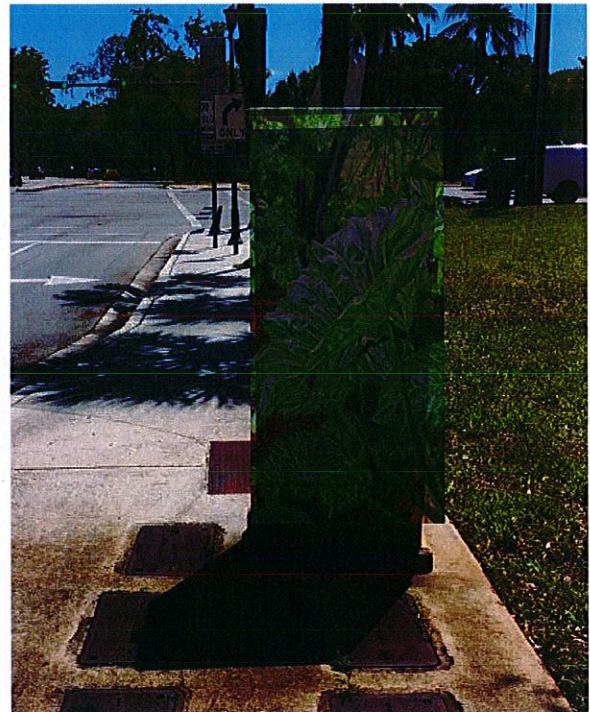
### Locations



**PALMETTO UNDERPASS**



**MIAMI LAKES DR & NW 67 AVE**



**MIAMI LAKES DR & NW 77 CT**



**MIAMI LAKES DR & 826 EXIT**





## APPENDIX B

### Miami-Dade County

#### Department of Transportation and Public Works

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

#### Requirements for the Wrapping of Traffic Signal Controller Cabinets

1. A Permit for the modification of the Traffic Signal Controller Cabinet must be obtained. Permit submittal shall provide the material and renderings of all sides of the artwork to be applied to the cabinet.
2. Prior notification and approval from the Local Maintaining Agency (DTPW-TSS) prior to commencement of work on traffic signal cabinet and a notification upon completion.
3. Painting of cabinets 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 cabinet 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 cabinet is damaged, the Local Maintaining Agency has the right to replace the cabinet even if Artwork has already been installed on the cabinet. 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 cabinets 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 cabinets.

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