

MEMORANDUM

Agenda Item No. 8(N)(1)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: October 18, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving an
Interlocal Agreement between
the North Miami Community
Redevelopment Agency 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

Resolution No. R-1004-22

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


Geri Bonzon-Keenan
County Attorney

GBK/gh

Date: October 18, 2022

To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Resolution Approving an Interlocal Agreement between the North Miami Community Redevelopment Agency and Miami-Dade County for the Wrapping of Certain Traffic Controller Cabinets Operated and Maintained by Miami-Dade County

Executive Summary

The purpose of this item is to allow the North Miami Community Redevelopment Agency (NMCRA) to wrap certain traffic signal controller cabinets which are operated and maintained by the County. The NMCRA has requested that the County allow it to wrap certain traffic signal controller cabinets to enhance aesthetics in line with the NMCRA’s beautification initiatives. The wrapping of any device within signalized intersections on the State Highway System shall be subject to the execution of a Community Aesthetic Feature (CAF) Agreement with the Florida Department of Transportation (FDOT) authorizing the wrapping of the devices (Exhibit 1). The agreement formalizes the responsibilities of the NMCRA regarding the design, installation, maintenance, replacement, and removal with regards to the aesthetic improvements to the traffic signal controller cabinets operated and maintained by the County.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of an Interlocal Agreement (Agreement) between the NMCRA and Miami-Dade County allowing the NMCRA 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 execution of a CAF Agreement with FDOT authorizing the wrapping of the devices.

Delegated Authority

The County Mayor or County Mayor’s designee is authorized to execute the Interlocal Agreement for and on behalf of Miami-Dade County and to exercise all provisions contained therein.

Scope

This NMCRA project area is located within County Commission District 2, represented by Commissioner Jean Monestine and County Commission District 4, represented by Commissioner Sally Heyman.

Fiscal Impact/Funding Source

There is no fiscal impact to the County as the NMCRA will be responsible for all installation and recurring maintenance costs of the wrappings that are placed on the traffic signal

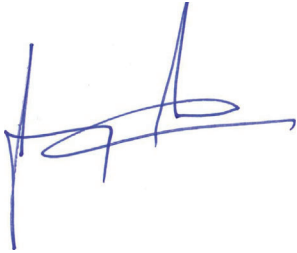
controller cabinets. The County’s Traffic Signal and Signs Division continues to operate and maintain the traffic signals.

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

Appendix A to the Agreement provides the list of 54 intersections within North Miami where the NMCRA 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 located on the State Roads are subject to FDOT’s prior approval. The NMCRA will need to enter into a CAF Agreement with FDOT authorizing the wrapping of the traffic signal controller cabinets on State roads.



Jimmy Morales
Chief Operations Officer

**ART IN
PUBLIC
PLACES
U-WRAP
NOMI FDOT
AGREEMENT**

Submittal/Approval Letter

To: Karina Fuentes, P.E.
District Design Engineer

Date: 11/29/21

Financial Project ID: N/A New Construction ☒ RRR ☐

Federal Aid Number: N/A

Project Name: U-Wrap NoMI

State Road Number: See below Co./Sec./Sub.: See below

Begin Project MP: Dec. 1, 2021 (Estimate) End Project MP: January 31, 2022 (Estimate)

Full Federal Oversight: Yes ☐ No ☒

Request for: Design Exception ☐, Design Variation ☐

Community Aesthetic Feature: Conceptual ☒, Final ☐

(For Design Exception or Variations Requiring Central Office Approval)

Re-submittal: Yes ☐ No ☒ Original Ref# _____ - _____ - _____

Requested for the following element(s):

- | | | | |
|---|--|--|--|
| ☐ Design Speed | ☐ Lane Width | ☐ Shoulder Width | ☐ Cross Slope |
| ☐ Design Loading Structural Capacity | ☐ Vertical Clearance | ☐ Maximum Grade | ☐ Stopping Sight Distance |
| ☐ Superelevation | ☐ Horizontal Curve Radius | ☒ Other <u>CAF</u> | |

PROJECT DESCRIPTION: UTILITY BOX WRAPPING FOR THE FOLLOWING LOCATIONS:

- | | | | |
|----|-------------------------------------|----|--------------------------------|
| 1 | 135th St & 16th St | 31 | NW 143 St & 7 Ave |
| 2 | NE 12th Ave & 135th St | 32 | 6th Ave & 137th |
| 3 | NE 9th Ave & 135th St | 33 | NW 14TH Ave & W. Dixie Highway |
| 4 | NE 8th Ave & 135th St | 34 | NW 7th Ave & NW 119th St |
| 5 | NE 7th Ave & 135th St | 35 | NW 125 St & E 4th Ct |
| 6 | NE 6th Ave & 135th St | 36 | N. Miami Ave & NW 125st |
| 7 | Memorial Hwy & 135th Street | 37 | NW 2nd Ave & NW 125 St |
| 8 | NE 3 Ave & 125th St | 38 | N. Miami Ave & 135 St |
| 9 | NE 2nd Ave & 125th St | 39 | NW 135th St & NW 6th Ave |
| 10 | NW 2 Ave & 125 St | 40 | NW 135th St & NW 17th Ave |
| 11 | NW5th Ct & 125th St (I95 Underpass) | 41 | NW 131st & NW 17 Ave |
| 12 | NW6 Ct & 125th St (I95 Underpass) | 42 | NW 127 Ave & NW 17th Ave |
| 13 | NW 7th Ave & 125th St | 43 | NW 119th St & NW 17th Ave |
| 14 | NE 6TH Ave & 125th St | 44 | NW 119th St & NW 12th Ave |
| 15 | NE 7 Ave & 125th St | 45 | NW 119th St & NW 10th Ave |
| 16 | NE 8 Ave & 125th St | 46 | NW 120th St & NW 8th Ave |
| 17 | NE 9 Ave & 125th St | 47 | NW 135th St & NW 7th Ave |
| 18 | NE 10 Ave & 125th St | 48 | NW 7th Ave & NW 119th St |
| 19 | NE 12 Av & 125th St | 49 | Biscayne Blvd & NE 143 St |
| 20 | 119th St & NW 6TH Ave | 50 | Biscayne Blvd & NE 151 St |
| 21 | 125th St & NE 14 Ave (Railway) | 51 | Sole Mia Way & NE 151 St |
| 22 | W. Dixie Highway & NW 14 Ave | 52 | NW119 ST & NW 2 AVE |
| 23 | NW 135th St & 13 Ave | 53 | NE 119St & N Miami |
| 24 | NE14 Ave & 135th St | 54 | NE 119St & Dixie Hwy |
| 25 | NE 139th St & Dixie | | |
| 26 | NE 135th St & Dixie Hwy | | |
| 27 | Dixie & Griffing | | |
| 28 | 16th Ave & 123 St | | |
| 29 | 16th Ave & 126 St | | |
| 30 | 16th Ave & 127 St | | |

Recommended by:


Rasha Cameau
Executive Director, North Miami CRA

Date 11/29/21

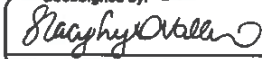
Approvals:

DocuSigned by:


Karina Fuentes

Date 4/11/2022 | 12:01 PM EDT

DocuSigned by:
Karina Fuentes, PE
District Design Engineer


Stacey Miller

Date 4/11/2022 | 3:00 PM EDT

DocuSigned by:
Stacey Miller, PE
District Secretary

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
COMMUNITY AESTHETIC FEATURE AGREEMENT

625-010-10
 ROADWAY DESIGN
 OGC - 08/17
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State Road/Local Road N. Miami Various Section No. Various CAFA No. 2022-M-690-00001

This Community Aesthetic Feature Agreement ("Agreement") is entered into this _____ day of _____, between the State of Florida, Department of Transportation ("Department") and North Miami CRA ("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 North Miami - various 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 11 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 flyers, graffiti, stickers or other items that adhere to the structure. Any peeling or wrapping deterioration. For additional requirements, please refer to the intergovernmental Agency Agreement executed between the County and the North Miami CRA (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 _____ PROGRAM MANAGER**

Karina Fuentes

1000 NW 111 Avenue

Phone: 305 470 5310

Fax: 305 470 5380

North Miami CRA _____ COUNTY [OR CITY], FLORIDA

735 NE 125 Street, Suite 100

North Miami, FL 33161

Att: Michelle McKoy, Public Arts Program Manager

Phone: 305 895 9839

Fax: 305-891-8100

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.

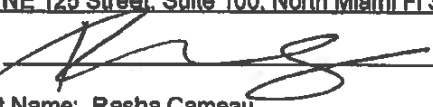
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Section No. Various CAFA No. _____

AGENCY

North Miami CRA

735 NE 125 Street, Suite 100, North Miami Fl 33161

By: 

Print Name: Rasha Cameau

Title: Executive Director

As approved by the Council, Board, or

Commission on: November 11, 2021

Attest: _____

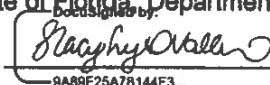
Legal Review:

E-SIGNED by Steven Zelkowitz
on 2021-11-29 22:34:37 GMT

City or County Attorney

DEPARTMENT

State of Florida Department of Transportation

By: 

Print Name: Stacy Miller

Title: _____

District Secretary

Date: 4/11/2022 | 3:00 PM EDT

Legal Review:

E-SIGNED by


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EXHIBIT "A"
PROJECT DESCRIPTION

I. SCOPE OF SERVICES

Traffic box wrapping at the following locations:

1	135th St & 16th St	31	NW 143 St & 7 Ave
2	NE 12th Ave & 135th St	32	6th Ave & 137th
3	NE 9th Ave & 135th St	33	NW 14TH Ave & W. Dixie Highway
4	NE 8th Ave & 135th St	34	NW 7th Ave & NW 119th St
5	NE 7th Ave & 135th St	35	NW 125 St & E 4th Ct
6	NE 6th Ave & 135th St	36	N. Miami Ave & NW 125st
7	Memorial Hwy & 135th Street	37	NW 2nd Ave & NW 125 St
8	NE 3 Ave & 125th St	38	N. Miami Ave & 135 St
9	NE 2nd Ave & 125th St	39	NW 135th St & NW 6th Ave
10	NW 2 Ave & 125 St	40	NW 135th St & NW 17th Ave
11	NW5th Ct & 125th St (I95 Underpass)	41	NW 131st & NW 17 Ave
12	NW6 Ct & 125th St (I95 Underpass)	42	NW 127 Ave & NW 17th Ave
13	NW 7th Ave & 125th St	43	NW 119th St & NW 17th Ave
14	NE 6TH Ave & 125th St	44	NW 119th St & NW 12th Ave
15	NE 7 Ave & 125th St	45	NW 119th St & NW 10th Ave
16	NE 8 Ave & 125th St	46	NW 120th St & NW 8th Ave
17	NE 9 Ave & 125th St	47	NW 135th St & NW 7th Ave
18	NE 10 Ave & 125th St	48	NW 7th Ave & NW 119th St
19	NE 12 Av & 125th St	49	Biscayne Blvd & NE 143 St
20	119th St & NW 6TH Ave	50	Biscayne Blvd & NE 151 St
21	125th St & NE 14 Ave (Railway)	51	Sole Mia Way & NE 151 St
22	W. Dixie Highway & NW 14 Ave	52	NW119 ST & NW 2 AVE
23	NW 135th St & 13 Ave	53	NE 119St & N Miami
24	NE14 Ave & 135th St	54	NE 119St & Dixie Hwy
25	NE 139th St & Dixie		
26	NE 135th St & Dixie Hwy		
27	Dixie & Griffing		
28	16th Ave & 123 St		
29	16th Ave & 126 St		
30	16th Ave & 127 St		

II. PROJECT PLANS

The Agency is authorized to install the project in accordance with the attached plans prepared by _____ P.E./R.L.A./Architect and dated _____. Any revision to these plans must be approved by the Department in writing.



MASTER LIST OF UTILITY BOXES FOR U- WRAP NOMI

Contact: Michelle McKoy, Public Arts Program Mgr. – 786-559-7352

UTILITY BOX LOCATIONS		
1	135th St & 16th St	
2	NE 12th Ave & 135th St	
3	NE 9th Ave & 135th St	



MASTER LIST OF UTILITY BOXES FOR U- WRAP NOMI

Contact: Michelle McKoy, Public Arts Program Mgr. – 786-559-7352

4	NE 8 Ave & 135th St	
5	NE 7 Ave & 135th St	
6	NE 6 Ave & 135th St	



MASTER LIST OF UTILITY BOXES FOR U- WRAP NOMI

Contact: Michelle McKoy, Public Arts Program Mgr. – 786-559-7352

7	Memorial Hwy & 135th Street	
8	NE 3 Ave & 125th St	
9	2nd Ave & 125th St	



MASTER LIST OF UTILITY BOXES FOR U- WRAP NOMI

Contact: Michelle McKoy, Public Arts Program Mgr. – 786-559-7352

10	NW 2 Ave & 125 St	
11	NW 5th Ct & 125th St (195)	
12	NW 6 Ct & 125th St (195)	



MASTER LIST OF UTILITY BOXES FOR U- WRAP NOMI

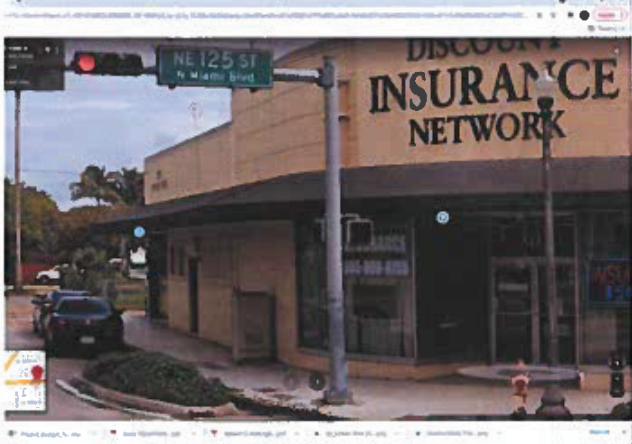
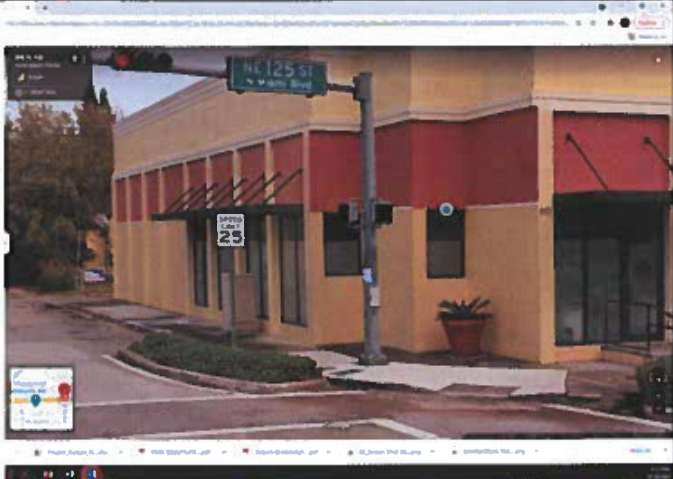
Contact: Michelle McKoy, Public Arts Program Mgr. – 786-559-7352

13	NW 7th Ave & 125th St	
14	NE 6TH Ave & 125th St	
15	NE 7 Ave & 125th St	



MASTER LIST OF UTILITY BOXES FOR U- WRAP NOMI

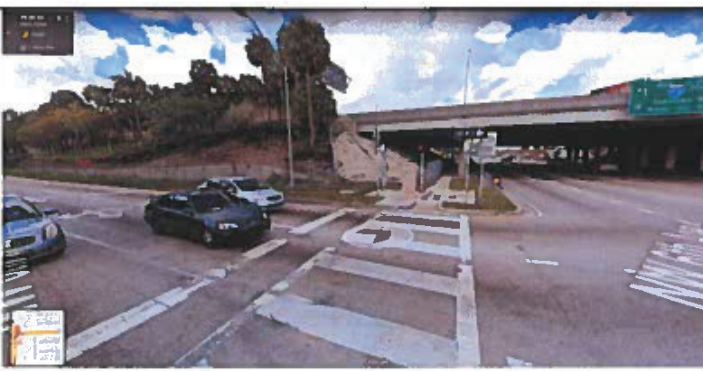
Contact: Michelle McKoy, Public Arts Program Mgr. – 786-559-7352

16	NE 8 Ave & 125th St	
17	NE 9 Ave & 125th St	
18	NE 10 Ave & 125th St	



MASTER LIST OF UTILITY BOXES FOR U- WRAP NOMI

Contact: Michelle McKoy, Public Arts Program Mgr. – 786-559-7352

19	NE 12 Av & 125th St	
20	119th St & NW 6th Ave	
21	125th St & NE 14 Ave (Railway)	



MASTER LIST OF UTILITY BOXES FOR U- WRAP NOMI

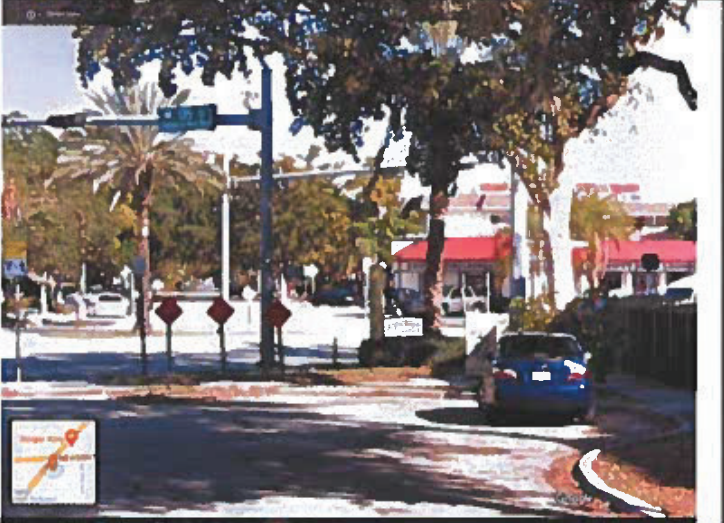
Contact: Michelle McKoy, Public Arts Program Mgr. – 786-559-7352

22	W. Dixie Highway & NW 14 Ave	
23	NW 135th St & 13 Ave	
24	NE14 Ave Dixie Hwy & 135th St	



MASTER LIST OF UTILITY BOXES FOR U- WRAP NOMI

Contact: Michelle McKoy, Public Arts Program Mgr. -- 786-559-7352

25	NE 139th St & Dixie	 A street-level photograph showing the intersection of NE 139th St and Dixie Hwy. The street is paved with asphalt and has white lane markings. There are several cars parked along the side of the road, and a large building is visible in the background under a clear blue sky.
26	NE 135th St & Dixie Hwy	 A street-level photograph showing the intersection of NE 135th St and Dixie Hwy. The street is paved with asphalt and has white lane markings. There are several cars parked along the side of the road, and a large building is visible in the background under a clear blue sky.
27	Dixie & Griffing	 A street-level photograph showing the intersection of Dixie Hwy and Griffing St. The street is paved with asphalt and has white lane markings. There are several cars parked along the side of the road, and a large building is visible in the background under a clear blue sky.



MASTER LIST OF UTILITY BOXES FOR U- WRAP NOMI

Contact: Michelle McKoy, Public Arts Program Mgr. – 786-559-7352

28	16th Ave & 123 St	A street view image showing the intersection of 16th Ave and 123 St. The view is from a low angle, looking down the street. There are traffic lights and cars visible. A small map inset is in the bottom left corner.
29	16th Ave & 126 St	A street view image showing the intersection of 16th Ave and 126 St. The view is from a low angle, looking down the street. There are traffic lights and cars visible. A small map inset is in the bottom left corner.
30	16th Ave & 127 St	A street view image showing the intersection of 16th Ave and 127 St. The view is from a low angle, looking down the street. There are traffic lights and cars visible. A small map inset is in the bottom left corner.



MASTER LIST OF UTILITY BOXES FOR U- WRAP NOMI

Contact: Michelle McKoy, Public Arts Program Mgr. – 786-559-7352

31	NW 143 St & 7 Ave	A street view image showing the intersection of NW 143 St and 7 Ave. A blue car is parked on the right side of the road. A utility box is visible on the sidewalk near the intersection.
32	6th Ave & 137th	A street view image showing the intersection of 6th Ave and 137th. A utility box is visible on the sidewalk near the intersection.
33	NW 14 TH Ave & W. Dixie Highway	A street view image showing the intersection of NW 14th Ave and W. Dixie Highway. A utility box is visible on the sidewalk near the intersection.



MASTER LIST OF UTILITY BOXES FOR U- WRAP NOMI

Contact: Michelle McKoy, Public Arts Program Mgr. – 786-559-7352

34	NW 7 th Ave & NW 119 th St	An aerial photograph of the intersection of NW 7th Avenue and NW 119th Street. The image shows a multi-lane road with a traffic light at the intersection. A green street sign for 'NW 119 St' is visible on the right side of the road. The surrounding area includes some commercial buildings and parking lots.
35	NW 125 St & E 4 th Ct	An aerial photograph of the intersection of NW 125th Street and E 4th Court. The image shows a wide road with a traffic light at the intersection. The surrounding area includes some commercial buildings and parking lots.
36	N. Miami Ave & NW 125st	An aerial photograph of the intersection of N. Miami Avenue and NW 125th Street. The image shows a multi-lane road with a traffic light at the intersection. The surrounding area includes some commercial buildings and parking lots.



MASTER LIST OF UTILITY BOXES FOR U- WRAP NOMI

Contact: Michelle McKoy, Public Arts Program Mgr. – 786-559-7352

37	NW 2 nd Ave & NW 125 St	A street-level view of the intersection of NW 2nd Ave and NW 125 St. The view is from a low angle, looking down the street. There are trees on the left and right sides of the street. A car is visible in the distance. A small inset map in the bottom left corner shows the location of the intersection.
38	N. Miami Ave & 135 St	A street-level view of the intersection of N. Miami Ave and 135 St. The view is from a low angle, looking down the street. There are trees on the left and right sides of the street. A car is visible in the distance. A small inset map in the bottom left corner shows the location of the intersection.
39	NW 135th St & NW 6th Ave	A street-level view of the intersection of NW 135th St and NW 6th Ave. The view is from a low angle, looking down the street. There are trees on the left and right sides of the street. A car is visible in the distance. A small inset map in the bottom left corner shows the location of the intersection.



MASTER LIST OF UTILITY BOXES FOR U- WRAP NOMI

Contact: Michelle McKoy, Public Arts Program Mgr. – 786-559-7352

40	NW 135th St & NW 17th Ave	A Google Street View image showing the intersection of NW 135th St and NW 17th Ave. The view is from a low angle on the street, looking towards the intersection. A white van is visible on the right side of the road, and a black car is further ahead. The sky is blue with some clouds.
41	NW 131st & NW 17 Ave	A Google Street View image showing the intersection of NW 131st St and NW 17th Ave. The view is from a low angle on the street, looking towards the intersection. A black car is visible on the right side of the road, and a white car is further ahead. The sky is blue with some clouds.
42	NW 127 Ave & NW 17th Ave	A Google Street View image showing the intersection of NW 127 Ave and NW 17th Ave. The view is from a low angle on the street, looking towards the intersection. A black car is visible on the right side of the road, and a white car is further ahead. The sky is blue with some clouds.



MASTER LIST OF UTILITY BOXES FOR U- WRAP NOMI

Contact: Michelle McKoy, Public Arts Program Mgr. – 786-559-7352

43	NW 119th St & NW 17th Ave	A satellite view of the intersection of NW 119th St and NW 17th Ave. The image shows a multi-lane road with a crosswalk, a traffic light, and a building with a sign that says "WALMART" in the background.
44	NW 119th St & NW 12th Ave	A satellite view of the intersection of NW 119th St and NW 12th Ave. The image shows a wide road with a crosswalk, a traffic light, and a large white building in the background.
45	NW 119th St & NW 10th Ave	A satellite view of the intersection of NW 119th St and NW 10th Ave. The image shows a road with a crosswalk, a traffic light, and a building with a sign that says "WALMART" in the background.



MASTER LIST OF UTILITY BOXES FOR U- WRAP NOMI

Contact: Michelle McKoy, Public Arts Program Mgr. – 786-559-7352

46	NW 120th St & NW 8th Ave	
47	NW 135th St & NW 7th Ave	
48	NW 7th Ave & NW 119th St	



MASTER LIST OF UTILITY BOXES FOR U- WRAP NOMI

Contact: Michelle McKoy, Public Arts Program Mgr. – 786-559-7352

49	Biscayne Blvd & NE 143 St	
50	Biscayne Blvd & NE 151 St	
51	Sole Mia Way & NE 151 St	



MASTER LIST OF UTILITY BOXES FOR U- WRAP NOMI

Contact: Michelle McKoy, Public Arts Program Mgr. – 786-559-7352

52	NW119 ST & NW 2 AVE	
53	NE 119St & N Miami	
54	NE 119St & Dixie Hwy	



MASTER LIST OF UTILITY BOXES FOR U- WRAP NOMI

Contact: Michelle McKoy, Public Arts Program Mgr. – 786-559-7352

U-Wrap Nomi

The winners of the North Miami CRA U –Wrap Nomi project are as follows:

1. Sophia Lacroix

Born and raised in Haiti, award-winning artist, Sophia Lacroix, migrated to the U.S. at the age of 15. She earned her BS in Nutrition from UF in 1992 and has worked full-time in social services, and as a self taught part-time artist. She creates bright, hyper-realistic oil paintings and charcoal drawings about her nostalgic memories of Haiti and its beautiful people, especially market scenes reminiscent of the “marchés” (marketplaces) of her childhood. In her 25+ years exhibiting and selling her art, Sophia has earned numerous awards and has been published in various books/magazines. In 2009, she and her beloved Willy became parents to their precious daughter, Nathalie. A former resident of North Miami, Sophia is proud to bring her art to this city where she has worked for the past decade with FIU HWCOM GFF Neighborhood HELP helping its residents and those from other communities better access health and social services.

Actual designs for approval:





MASTER LIST OF UTILITY BOXES FOR U- WRAP NOMI

Contact: Michelle McKoy, Public Arts Program Mgr. – 786-559-7352



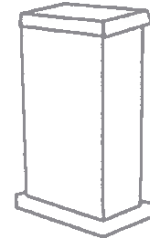
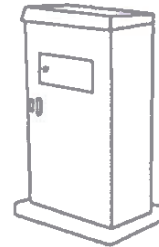
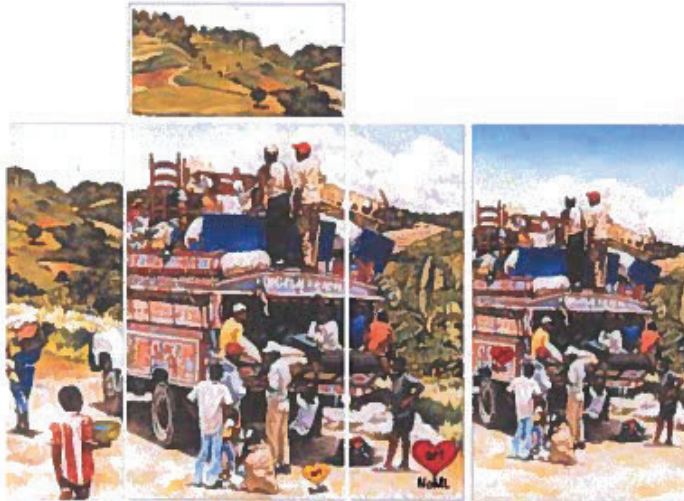


MASTER LIST OF UTILITY BOXES FOR U- WRAP NOMI

Contact: Michelle McKoy, Public Arts Program Mgr. – 786-559-7352

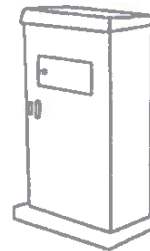
ATTACHMENT D

Miami Dade Traffic Signal Control Box - Top, Sides & Back
Dimensions vary. This template is for 55"H x 31.5"W x 16.5"D



ATTACHMENT D

Miami Dade Traffic Signal Control Box - Top, Sides & Back
Dimensions vary. This template is for 55"H x 31.5"W x 16.5"D





MASTER LIST OF UTILITY BOXES FOR U- WRAP NOMI

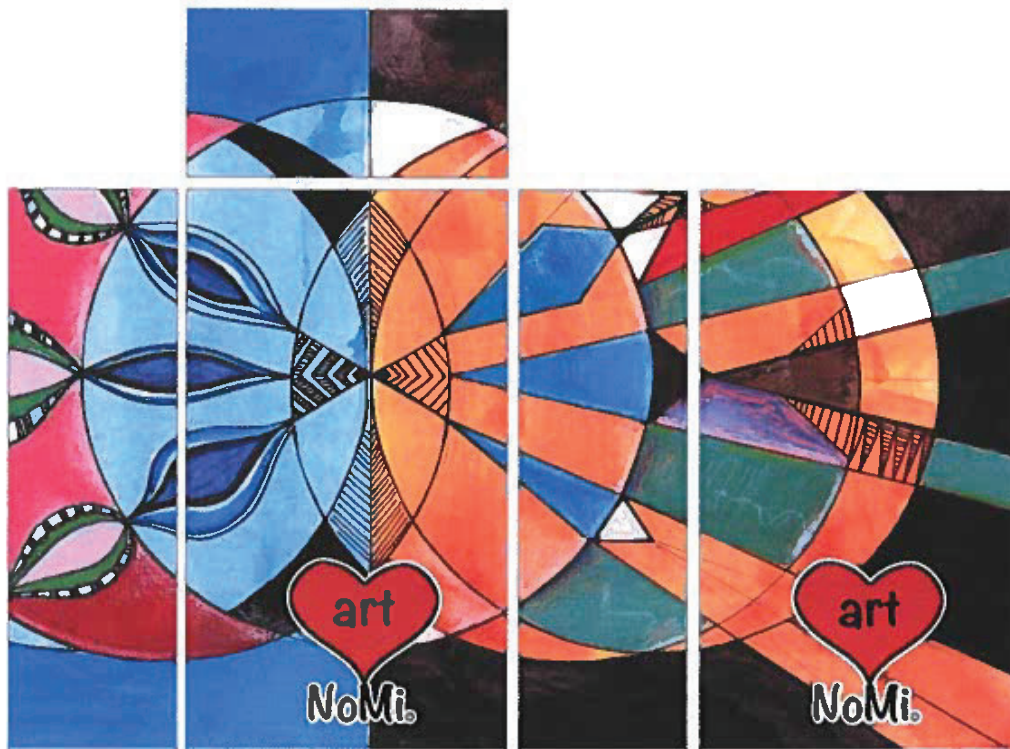
Contact: Michelle McKoy, Public Arts Program Mgr. – 786-559-7352

2. Corinne Stevie Francilus

Corinne Stevie Francilus (born 1987) is a Haitian American artist who was born and raised in Miami, Florida. Art is a constant driving force in her life. She began drawing at five, which led her to be a visual art magnet student in middle school and a fashion design student at Design and Architecture Senior High School (DASH) in the city's Design District.

In 2010, Francilus received her BFA in illustration design with a concentration in painting from Savannah College of Art and Design. In 2011, she was selected to showcase one of her paintings at the Museum Of Contemporary Art in Georgia. Corinne has had her work showcased in galleries and exhibitions all over the world. She has illustrated children's books, designed CD artwork, packaging, and merch for various projects and artists.

Actual designs for approval:





MASTER LIST OF UTILITY BOXES FOR U- WRAP NOMI

Contact: Michelle McKoy, Public Arts Program Mgr. – 786-559-7352





MASTER LIST OF UTILITY BOXES FOR U- WRAP NOMI

Contact: Michelle McKoy, Public Arts Program Mgr. – 786-559-7352





MASTER LIST OF UTILITY BOXES FOR U- WRAP NOMI

Contact: Michelle McKoy, Public Arts Program Mgr. – 786-559-7352

3. Marcus Blake

I am a Jamaican-born, Miami-based multimedia artist. My work includes poetry, street art, fashion, performance, event coordinating and visual art. The interest, need and love for creativity began as an early teen. It was the greatest and healthiest way to express and interpret my life at the time, and it stuck with me until now. Creating is my life. My poetry expresses social injustices, personal experiences and the common struggles of everyday life. My street artwork reflects bright colors as well as intricately mixed vivid geometric patterns. I call this method "Tapenology." I am influenced by the sequence of nature and the tropical landscape, as well as the architecture of Miami. My work can be seen throughout the streets of Miami. My other art works consist of intricate collages and acrylic on canvas.

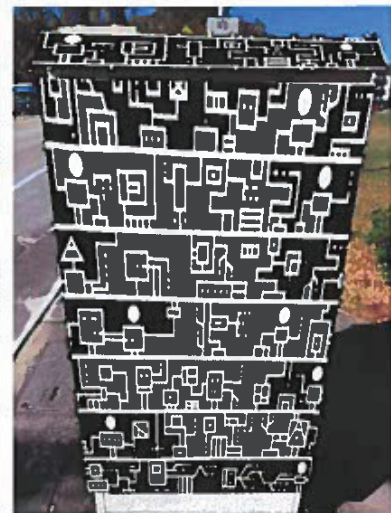
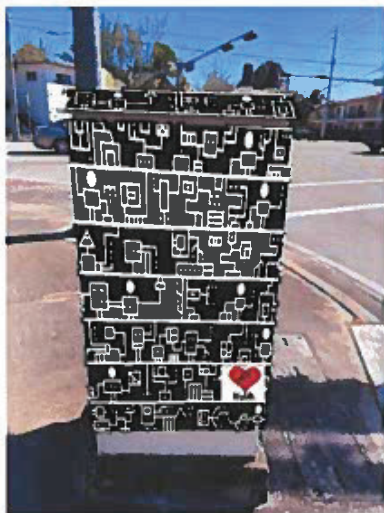
Actual designs for approval:





MASTER LIST OF UTILITY BOXES FOR U- WRAP NOMI

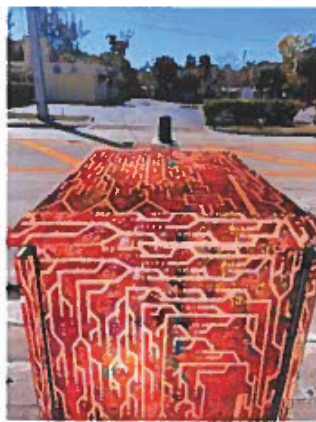
Contact: Michelle McKoy, Public Arts Program Mgr. – 786-559-7352





MASTER LIST OF UTILITY BOXES FOR U- WRAP NOMI

Contact: Michelle McKoy, Public Arts Program Mgr. – 786-559-7352



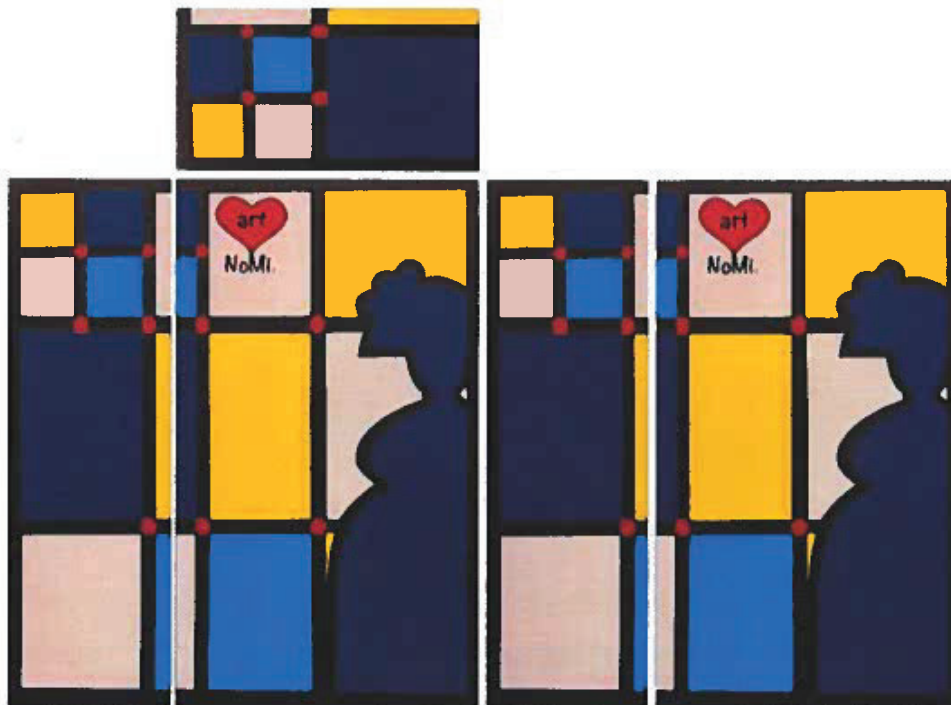


MASTER LIST OF UTILITY BOXES FOR U- WRAP NOMI

Contact: Michelle McKoy, Public Arts Program Mgr. – 786-559-7352

4. Dahlia Berlin

Award-winning interior designer and visual artist, Dalia Berlin was born in Madrid, Spain. Licensed as an interior designer, she has led her own firm Berlin Designs Corp., since 1987. In 2016, Dalia Berlin began her journey as a visual artist, exploring various painting media, collage, and sculpture. Central to her art is a quest to perpetuate the legacy of the magic of Velazquez's iconic painting of "Las Meninas." "Painting the Meninas is a deep call within my soul. They have the power to carry me through time, making me feel like part of the weave of the Universal chain. As I begin painting, each Menina adopts her own personality and comes alive on the canvas; leaving thus, an indelible imprint that perpetuates Velazquez's legacy and its infinite message," says Berlin. The act of extending an iconic image from the past into the present creates a link that transcends time. Combining the language of color, texture and form with the traditional Spanish figure is a way for the artist to communicate passionately about her deep roots in her beloved Spain.





MASTER LIST OF UTILITY BOXES FOR U- WRAP NOMI

Contact: Michelle McKoy, Public Arts Program Mgr. – 786-559-7352

Examples of her submissions:





MASTER LIST OF UTILITY BOXES FOR U- WRAP NOMI

Contact: Michelle McKoy, Public Arts Program Mgr. – 786-559-7352



5. **Nicole Galluccio**

Nicole Galluccio is a mixed media visual artist, originally from New Jersey, living and creating in South Florida since earning her BFA from Florida Atlantic University in 1998. With a highly recognizable style, she focuses on color theory via bright stylized fruit and oral paintings. Her work intends to evoke joy, nostalgia, and a whimsical visual experience with color in viewers. She has shown several times in the prestigious Cultural Council of Palm Beach County, with solo exhibitions in the Cornell Art Museum (2018) and the Boynton Beach Arts and Cultural Center (2021) as well as in ne art fairs and galleries throughout south Florida. Her large-scale public art window installation, "Garden of Joy", as part of the Commons AIPP Project, is on view currently at the Mandel Public Library in West Palm Beach through June 2022.

Actual designs for approval:



MASTER LIST OF UTILITY BOXES FOR U- WRAP NOMI

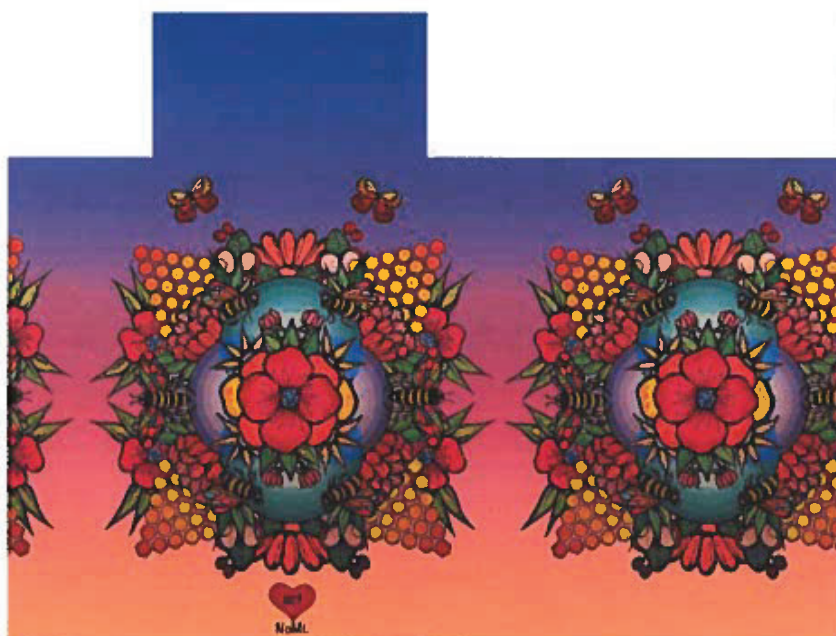
Contact: Michelle McKoy, Public Arts Program Mgr. – 786-559-7352





MASTER LIST OF UTILITY BOXES FOR U- WRAP NOMI

Contact: Michelle McKoy, Public Arts Program Mgr. – 786-559-7352





MASTER LIST OF UTILITY BOXES FOR U- WRAP NOMI

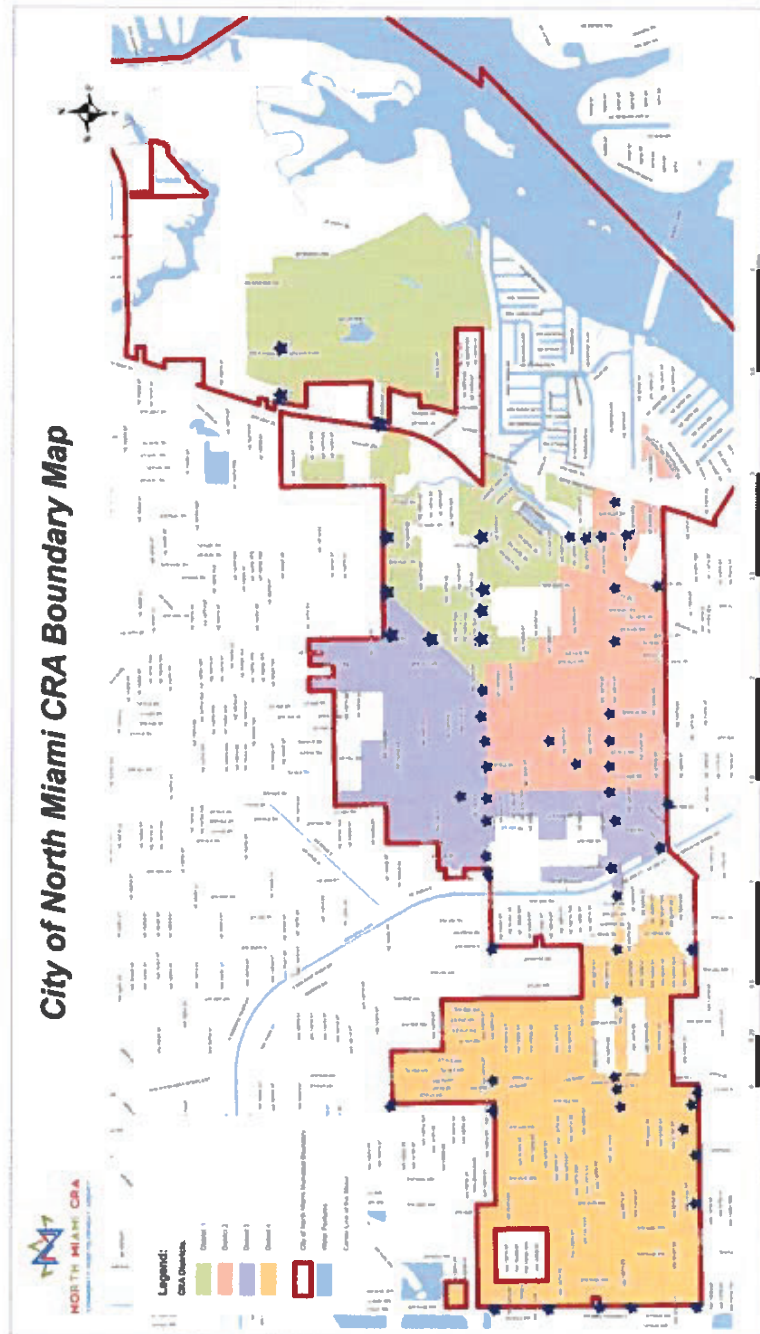
Contact: Michelle McKoy, Public Arts Program Mgr. – 786-559-7352





MASTER LIST OF UTILITY BOXES FOR U- WRAP NOMI

Contact: Michelle McKoy, Public Arts Program Mgr. – 786-559-7352



Section No. Various CAFA No. _____

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 anything that may be mistaken for a traffic control device.
5. Artwork must be consistent with the provisions of 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. _____

EXHIBIT "C"

TERMS AND CONDITIONS FOR INSTALLATION OF THE PROJECT

Section No. Various CAFA No. _____

EXHIBIT "D"

AGENCY RESOLUTION

RESOLUTION NO. 2021-031

A RESOLUTION OF THE CHAIR AND BOARD MEMBERS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTIVE DIRECTOR AND NMCRA ATTORNEY TO NEGOTIATE AND FINALIZE AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY GRANTING THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY AUTHORITY TO WRAP TRAFFIC SIGNAL CONTROLLER CABINETS AS A PART OF ITS ART IN PUBLIC PLACES PROGRAM; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE INTERLOCAL AGREEMENT; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE TERMS OF THE INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, as part of the North Miami Community Redevelopment Agency's (the "NMCRA") Art in Public Places program, the NMCRA has requested Miami-Dade County (the "County") authorize the NMCRA to wrap the traffic signal controller cabinets at the locations listed on Exhibit "A" in the Interlocal Agreement; 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 the County; and

WHEREAS, the wrapping of the traffic signal controller cabinets at the locations listed on Exhibit "A" will enhance the aesthetics of the City of North Miami and is in line with the NMCRA's strategic plans and beautification initiatives; and

WHEREAS, NMCRA staff believe it is in the best interest of the NMCRA to enter into an Interlocal Agreement with the County granting the NMCRA authority to wrap the traffic signal controller cabinets at the locations listed on Exhibit "A" in the Interlocal Agreement; and

WHEREAS, the Chair and Board Members of the NMCRA desire to authorize the negotiation, finalization, and execution of an Interlocal Agreement with the County granting the NMCRA authority to wrap the traffic signal controller cabinets at the locations listed on Exhibit "A" in the Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CHAIR AND BOARD MEMBERS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY:

Section 1. Recitals. The recitals in the whereas clauses are true and correct, and incorporated into this Resolution.

Section 2. Negotiation and Finalization of Interlocal Agreement. The Executive Director and NMCRA Attorney are hereby authorized to negotiate and finalize an Interlocal Agreement with the County granting the NMCRA authority to wrap the traffic signal controller cabinets at the locations listed on Exhibit "A" in the Interlocal Agreement.

Section 3. Execution of Interlocal Agreement. The Executive Director is hereby authorized to execute and deliver the Interlocal Agreement with the County.

Section 4. Implementation of Interlocal Agreement. The Executive Director is hereby authorized to take all steps necessary and appropriate to implement the terms and conditions of the Interlocal Agreement with the County.

Section 5. Effective Date. This Resolution shall take effect immediately upon approval.

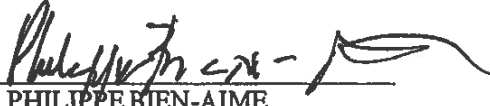
PASSED AND ADOPTED by a 4-0 vote of the Board of the North Miami Community Redevelopment Agency, this 12th day of October, 2021.

ATTEST:

NORTH MIAMI COMMUNITY
REDEVELOPMENT AGENCY

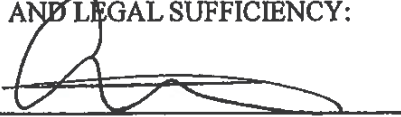


VANESSA JOSEPH, ESQ.
NMCRA SECRETARY



PHILIPPE BIEN-AIME
CHAIR

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



SPIRITUS LAW LLC
NMCRA ATTORNEY

SPONSORED BY: ADMINISTRATION

Moved by: Bien-Aime

Seconded by: Timothe

Vote:

Chair Philippe Bien-Aime
Board Member Alix Desulme
Board Member Mary Estimé-Irvin
Board Member Scott Galvin
Board Member Kassandra Timothe

<u>X</u>	(Yes)	_____	(No)
<u>X</u>	(Yes)	_____	(No)
<u>X</u>	(Yes)	_____	(No)
_____	(Yes)	_____	(No) Absent
<u>X</u>	(Yes)	_____	(No)

Section No. Various CAFA No. _____

EXHIBIT "E"

**NOTICE OF COMPLETION AND RESPONSIBLE PROFESSIONAL'S
CERTIFICATE OF COMPLIANCE**

NOTICE OF COMPLETION

COMMUNITY AESTHETIC FEATURE AGREEMENT

Between

**THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and North Miami CRA**

PROJECT DESCRIPTION: U-Wrap NoMi

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20____.

By: _____

Name: _____

Title: _____

RESPONSIBLE PROFESSIONAL'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans certified by the Engineer of Record.

By: _____

SEAL:

Name: _____

Date: _____



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: October 18, 2022

FROM: 
Gen Bonzon-Keenan
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)
10-18-22

RESOLUTION NO. R-1004-22

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY 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:

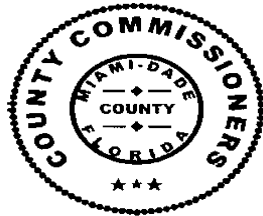
Section 1. Approves the Interlocal Agreement between the North Miami Community Redevelopment Agency and Miami-Dade County, in substantially the form attached hereto and made a part hereof, for the wrapping of certain traffic controller cabinets operated and maintained by Miami-Dade County.

Section 2. Authorizes the County Mayor or County Mayor's designee to execute the Interlocal Agreement for and on behalf of Miami-Dade County and to exercise all provisions contained therein.

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

Jose "Pepe" Diaz, Chairman	aye		
Oliver G. Gilbert, III, Vice-Chairman	aye		
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Kionne L. McGhee	aye
Jean Monestime	aye	Raquel A. Regalado	aye
Rebeca Sosa	aye	Sen. Javier D. Souto	aye

The Chairperson thereupon declared this resolution duly passed and adopted this 18th day of October, 2022. 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

Basia Pruna

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 _____, 2022, by and between the

NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic (the "**NMCRA**") (hereinafter referred to as the "**CRA**") and **MIAMI-DADE COUNTY**, a political subdivision of the STATE OF FLORIDA (hereinafter referred as the "**County**").

WITNESSETH

WHEREAS, the CRA has requested the County allow the CRA 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 CRA 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 CRA and the County agree as follows:

1. The recitals set forth above are incorporated herein by reference.
2. The CRA shall be allowed, subject to all provisions contained herein, 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 CRA and FDOT wherein FDOT authorizes the CRA to wrap the FDOT Assets. The CRA acknowledges that this Agreement shall not be effective as to any such FDOT assets until the CRA and FDOT enter into the appropriate agreement. The CRA must provide a copy of said agreement to the County.
4. The wrapping of the traffic signal controller cabinets shall be in accordance with applicable, federal, state, and local laws, rules, regulations, approved standards, procedures, and material requirements including, but limited to the requirements within Appendix B and all applicable FDOT and Miami Dade County Department of Transportation and Public Works (DTPW) standards, procedures, and permitting requirements.

5. The CRA shall be responsible for the aesthetics of all Wrapped Structures. The CRA 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. The CRA shall be responsible, at its sole cost and expense, for removing the wrapping from any Wrapped Structure and returning same to its pre-wrapped condition if required to do so by the County. If the County removes the wrapping and returns the Wrapped Structure to its pre-wrapped condition, the CRA shall be responsible for any and all costs incurred by the County. The CRA specifically acknowledges that if the CRA fails to maintain the aesthetics of the Wrapped Structure(s), then the CRA shall be responsible for any and all costs incurred by the County to replace any Wrapped Structure or return same to its pre-wrapped condition.
7. The County shall be responsible for responding to traffic impacts including repair and replacement of all components damaged by the traffic impact, unless if in the County discretion it is determined that such traffic impact arose from the wrapping of the traffic signal controller cabinet. If the traffic impact arose from the wrapping of the traffic signal controller cabinet, the CRA 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 CRA 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 CRA, 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 CRA 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 CRA's failure to maintain, repair, or replace the wrapped traffic signal controller cabinets. Neither

the CRA 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 the CRA or any third party that is contracted to install the work described herein.
13. The undersigned further agrees that these conditions shall be deemed a continuing obligation between the CRA and the County and shall remain in full force and effect and be binding on the CRA, and any permitted successors or assigns.
14. In the event that the CRA requests any third party to assume any of the responsibilities hereunder, the CRA acknowledges that such assumption shall not relieve the CRA from any obligations or responsibilities hereunder. Prior to allowing such assumption, the CRA 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 CRA. 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 CRA, 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

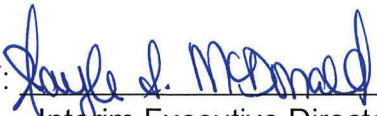
Approved by as to form and legal sufficiency:

Assistant County Attorney

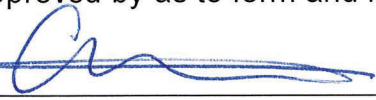
ATTEST:

NORTH MIAMI COMMUNITY
REDEVELOPMENT AGENCY,
a public body corporate and politic

BY:  _____
NMCRA Secretary

BY:  _____
Interim Executive Director

Approved by as to form and legal sufficiency:

 _____
NMCRA Attorney

APPENDIX A

Locations

I. SCOPE OF SERVICES

Traffic box wrapping at the following locations:

1	135th St & 16th St	31	NW 143 St & 7 Ave
2	NE 12th Ave & 135th St	32	6th Ave & 137th
3	NE 9th Ave & 135th St	33	NW 14TH Ave & W. Dixie Highway
4	NE 8th Ave & 135th St	34	NW 7th Ave & NW 119th St
5	NE 7th Ave & 135th St	35	NW 125 St & E 4th Ct
6	NE 6th Ave & 135th St	36	N. Miami Ave & NW 125st
7	Memorial Hwy & 135th Street	37	NW 2nd Ave & NW 125 St
8	NE 3 Ave & 125th St	38	N. Miami Ave & 135 St
9	NE 2nd Ave & 125th St	39	NW 135th St & NW 6th Ave
10	NW 2 Ave & 125 St	40	NW 135th St & NW 17th Ave
11	NW5th Ct & 125th St (I95 Underpass)	41	NW 131st & NW 17 Ave
12	NW6 Ct & 125th St (I95 Underpass)	42	NW 127 Ave & NW 17th Ave
13	NW 7th Ave & 125th St	43	NW 119th St & NW 17th Ave
14	NE 6TH Ave & 125th St	44	NW 119th St & NW 12th Ave
15	NE 7 Ave & 125th St	45	NW 119th St & NW 10th Ave
16	NE 8 Ave & 125th St	46	NW 120th St & NW 8th Ave
17	NE 9 Ave & 125th St	47	NW 135th St & NW 7th Ave
18	NE 10 Ave & 125th St	48	NW 7th Ave & NW 119th St
19	NE 12 Av & 125th St	49	Biscayne Blvd & NE 143 St
20	119th St & NW 6TH Ave	50	Biscayne Blvd & NE 151 St
21	125th St & NE 14 Ave (Railway)	51	Sole Mia Way & NE 151 St
22	W. Dixie Highway & NW 14 Ave	52	NW119 ST & NW 2 AVE
23	NW 135th St & 13 Ave	53	NE 119St & N Miami
24	NE14 Ave & 135th St	54	NE 119St & Dixie Hwy
25	NE 139th St & Dixie		
26	NE 135th St & Dixie Hwy		
27	Dixie & Griffing		
28	16th Ave & 123 St		
29	16th Ave & 126 St		
30	16th Ave & 127 St		

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 anything that may be mistaken for a traffic control device.
5. Artwork must be consistent with the provisions of 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.