

MEMORANDUM

Agenda Item No. 8(N)(2)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: July 2, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving and authorizing the County Mayor to execute an interlocal agreement between the Village of Pinecrest and Miami-Dade County to allow the Village of Pinecrest to install and maintain aesthetic stamped colored crosswalks within existing pedestrian crosswalks located at the intersection of SW 88 Street (Kendall Drive) and SW 57 Avenue (Red Road), to exercise all rights conferred therein, and to take all actions necessary to effectuate same

Resolution No. R-593-24

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


Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum



Date: July 2, 2024

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Subject: Interlocal Agreement between the Village of Pinecrest and Miami-Dade County to Allow the Installation and Maintenance of Aesthetic Stamped Colored Concrete Crosswalks within Existing Pedestrian Crosswalks

Executive Summary

The purpose of this item is for the Board of County Commissioners (Board) to approve an Interlocal Agreement (Agreement) between the Village of Pinecrest (Village) and Miami-Dade County (County) for the installation and maintenance of aesthetic stamped colored concrete crosswalks within existing pedestrian crosswalks. This will enhance the aesthetics adjacent to the Village's Kendall Shared-Use Path. Under the Agreement, there is no fiscal impact to the County since the Village will be responsible for all design costs as well as for all installation and maintenance costs.

Recommendation

It is recommended that the Board approve the attached resolution authorizing the execution of the attached Agreement between the Village and the County. The Agreement attached as Exhibit 1 to this memorandum is to allow the Village to install and maintain stamped colored concrete within existing pedestrian crosswalks located in the intersections of SW 88 Street (Kendall Drive) and SW 57 Avenue (Red Road).

Scope

The project is located in District 7, which is represented by Commissioner Raquel A. Regalado.

Delegated Authority

In accordance with Section 2-8.3 of the County Code related to identifying delegation of Board authority, there are no authorities beyond those specified in the resolution which include the authority of the County Mayor, or County Mayor's designee, to execute the Agreement between the County and the Village.

Fiscal Impact/Funding Source

There is no fiscal impact to the County since the Village will be responsible for all design costs as well as for all installation and maintenance costs.

Track Record/Monitor

DTPW is the entity overseeing this project and the person responsible for monitoring it is Maria D. Molina, P.E., Chief, Right-of-Way Division.

Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners
Page No. 2

Background

The Village passed Resolution No. 2023-57 (attached as Exhibit A to the Agreement) allowing the Village Manager to enter into negotiations with the County allowing the Village to install and maintain aesthetic colored concrete crosswalks within existing pedestrian crosswalks located in the intersections of SW 88 Street (Kendall Drive) and SW 57 Avenue (Red Road), which will enhance the aesthetics adjacent to the Village's Kendall Shared-Use Path and within the vicinity of the Village's limits.

This Agreement provides a formal structure to continuing efforts to negotiate authority to install and maintain the aforementioned crosswalk enhancements. The Village shall be responsible for all costs and duties related to the installation and maintenance for the aesthetic stamped colored concrete crosswalks within existing pedestrian crosswalks.



Jimmy Morales
Chief Operations Officer

Exhibit 1

**INTERGOVERNMENTAL AGREEMENT TO ALLOW THE INSTALLATION AND
MAINTENANCE OF AESTHETIC STAMPED COLORED CONCRETE CROSSWALKS
WITHIN EXISTING PEDESTRIAN CROSSWALKS**

THIS INTERGOVERNMENTAL AGENCY AGREEMENT TO FUND THE INSTALLATION AND MAINTAINANCE AESTHETIC STAMPED COLORED CONCRETE CROSSWALKS WITHIN EXISTING PEDESTRIAN CROSSWALKS LOCATED IN THE INTERSECTIONS OF SW 88 STREET (KENDALL DRIVE) AND SW 57 AVENUE (RED ROAD) ("Agreement") is made and entered into this ____ day of _____, 2023, by and between the VILLAGE OF PINECREST (the "Village"), a municipal corporation of the State of Florida, and MIAMI-DADE COUNTY (the "County"), a political subdivision of the State of Florida.

WHEREAS, the Village wishes to enhance the aesthetics adjacent to Village's Kendall Shared-Use Path; and

WHEREAS, both parties herein wish to facilitate the implementation of aesthetic stamped colored concrete crosswalks within the right-of-way of intersections of SW 88 street (Kendall Drive) and SW 57 avenue (Red Road) adjacent to the Village limits, hereinafter referred to as the "Project" described as follows:

The Project scope consists of the installation of aesthetic stamped colored concrete crosswalks within the existing crosswalks which will at no point overlap or extend beyond the two twelve-inch guidelines of the existing crosswalk.

WHEREAS, upon completion of the aesthetic stamped colored concrete crosswalks by the County, and in accordance with Section 14, the Village shall, at its sole cost and expense, maintain, repair, and replace, as necessary, the aesthetic stamped colored concrete crosswalks installed as part of the Project; and

WHEREAS, the Village shall, at its sole cost and expense, maintain, repair, and replace, as necessary, the stripping for the pedestrian crosswalks, in a like manner to that of the crosswalks that currently exists at the Project locations; and

WHEREAS, the Village, by Resolution attached hereto as Exhibit "A" and by reference made a part hereof, authorized the execution of this Agreement.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, THE VILLAGE AND THE COUNTY AGREE AS FOLLOWS:

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

Section 2. Installation. The aesthetic stamped colored concrete crosswalks may be installed on municipal and County roads per Manual of Uniform Traffic Control Devices

("MUTCD")-Official Ruling 3(09)-24(I) – Aesthetic stamped colored concrete crosswalks.

Section 3. Standards. All aesthetic stamped colored concrete crosswalks submitted for review and approval shall be in accordance with this Agreement and conform to the applicable requirements established by the following publications:

- a. Florida Department of Transportation's Standard Specifications for Road and Bridge Construction;
- b. Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation Federal Highway Administration (ANSI D6.1e-1989), including latest revisions;
- c. Standard Highway Signs, U.S. Department of Transportation, Federal Highway Administration;
- d. Miami-Dade County Public Works Manual (available from the Transportation and Public Works Department, Reproduction Services, 111 NW 1 Street, Suite 1604, Miami, FL 33128);
- e. Florida Highway Guide Sign Program Chapter 14-51; and
- f. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook).

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

Section 5. Maintenance Responsibility. The Village assumes sole and complete responsibility for the maintenance of all aesthetic stamped colored concrete crosswalks that are installed by the County at the Project location within Village boundaries and the corresponding pavement markings. If the Village fails to maintain the aesthetic stamped colored concrete crosswalks, it shall be responsible for any and all costs incurred by the County to replace them, maintain them, or remove them.

Section 6. Liability and Indemnification. The Village assumes sole and complete liability for any and all accidents and/or injuries which may, or are alleged to, occur or arise out of the installation, operation or maintenance of the aesthetic stamped colored concrete crosswalks, and hereby indemnifies to the extent allowed by Section 768.28, Florida Statutes, and holds the County harmless from any and all claims including but not limited to negligence arising out of or relating to the operation or maintenance of the aesthetic stamped colored concrete crosswalks.

Section 7. No Waiver of Sovereign Immunity. Notwithstanding any other term in this Agreement, nothing herein shall be deemed a waiver of the Village or the County's immunity, or sovereign rights, or limitations of liability as provided by Section 768.28, Florida Statutes, as may be amended from time to time.

Section 8. Public Records. The Village shall be responsible for keeping records of all repairs, and for furnishing pertinent documents as and when said records may be requested. The Parties shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

Section 9. Failure to Comply with Agreement. Upon written notification by the County, the Village shall immediately remove any aesthetic stamped colored concrete crosswalks that are not in compliance with the terms of this Agreement at the Village's sole cost and expense. Failure to carry out any of the duties and responsibilities assumed herein by the Village may result in termination of the Agreement, at the sole discretion of the County upon five (5) days' notice.

Section 10. Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

Section 11. Ambiguities. The preparation of this Agreement has been a joint effort of the Parties hereto and both Parties have had the benefit of consultation with legal counsel of their choosing prior to its execution. The resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

Section 12. Entirety. This Agreement embodies the entire agreement between the Parties with respect to the matters addressed herein. Previous agreements and understandings of the Parties with respect to such matters are null, void, and of no effect. Notwithstanding any other provision contained herein, no third-party beneficiaries are created with respect to any claims against the County by virtue of this Agreement.

Section 13. Amendments. This Agreement may be amended, modified, or altered, and its material provisions may be waived, only by written instrument, and only if properly executed by all Parties hereto.

Section 14. Effective Date. This Agreement shall become effective on the date first written above after such Agreement is fully executed by all Parties hereto.

Section 15. Termination. Either the Village or the County may, in their respective sole and complete discretion, terminate this Agreement, with or without cause and/or convenience of the terminating party, upon twenty (20) business days' written notice; provided, however, that at the option of the County, the Village shall continue to maintain, repair, and be responsible for any aesthetic stamped colored concrete crosswalks installed

by the Village while this Agreement was in effect. Prior to the termination of this Agreement, however, the Village may elect to remove any one or all aesthetic stamped colored concrete crosswalks installed by the County, provided the Village shall restore the roadway and area in which the aesthetic stamped colored concrete crosswalks were located to the condition that existed before the County's installation.

Section 16. Execution. This Agreement may be executed in one or more hard or electronic counterparts, which, when taken together, shall constitute one fully executed instrument.

Section 16. Notice. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (e.g., Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. The method of delivery shall be consistent among all persons listed herein. For the present, the Parties designate the following as the respective places for notice purposes:

- a. **For the County:**
Miami-Dade County Department of Transportation and Public Works
Attn: Eulois Cleckley, DTPW Director and CEO
701 NW 1st Court - Suite 1700
Miami, FL 33136

With a Copy to:
Miami-Dade County Attorney's Office
111 NW 1st Street, Suite 2810
Miami, FL 33128

- b. **For the Village:**
Village of Pinecrest
Yocelyn Galiano, ICMA-CM, Village Manager
12645 Pinecrest Parkway
Pinecrest, FL 33156

With a copy to:
Village of Pinecrest
Mitchell Bierman, Village Attorney
12645 Pinecrest Parkway
Pinecrest, FL 33156

With a copy to:
Village of Pinecrest Public Works Department
David J. Mendez, P.E., Public Works Director
10800 Red Road
Pinecrest, FL 33156

IN WITNESS WHEREOF, the Village and the County have set their hands the day and year above written.

ATTEST:

MIAMI-DADE COUNTY

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Mayor

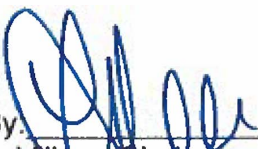
By: _____
County Deputy Clerk

Approved as to form and legal sufficiency:

Assistant County Attorney

ATTEST:

VILLAGE OF PINECREST

By:  _____
Village Clerk

By:  _____
Village Manager

Approved as to form and legal sufficiency:

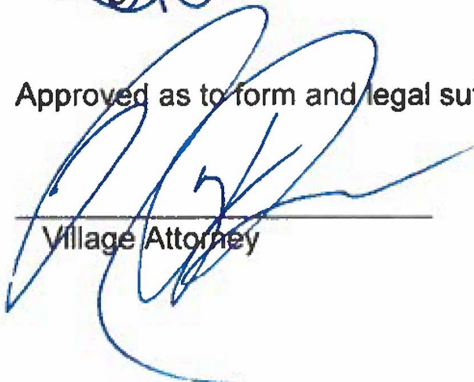
 _____
Village Attorney

Exhibit A

RESOLUTION NO. 2023-57

A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR THE INSTALLATION AND MAINTENANCE OF AESTHETIC STAMPED COLORED CONCRETE CROSSWALKS AND SOLAR POWERED IN-PAVEMENT LIGHTS WITHIN EXISTING PEDESTRIAN CROSSWALKS GENERALLY LOCATED AT THE INTERSECTIONS OF SW 88TH STREET (KENDALL DRIVE) AND SW 57TH AVENUE (RED ROAD); PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Pinecrest ("Village") desires to enhance the pedestrian crosswalks generally located at the intersections of SW 88th Street (Kendall Drive) and SW 57th Avenue by installing aesthetic stamped colored concrete crosswalks and solar powered in-pavement lights within the crosswalks (the "Improvements"); and

WHEREAS, the County has proposed entering into an interlocal agreement with the Village, attached hereto as Exhibit "A" (the "Interlocal Agreement") to allow the Improvements; and

WHEREAS, the Village Council desires to approve the Interlocal Agreement with the County and authorize the Village Manager to negotiate and execute the Interlocal Agreement in substantially the form attached hereto as Exhibit "A"; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the citizens of the Village.

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

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

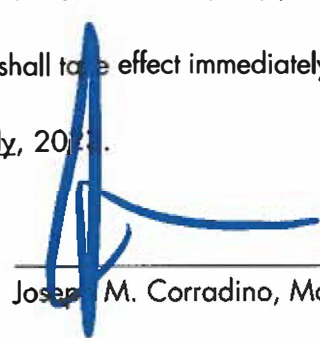
Section 2. Approval. That the Village Council hereby approves the Interlocal Agreement in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization. Subject to the incorporation of any necessary amendments to the Interlocal Agreement identified by the Village Attorney and approved by the County, the Village Manager is hereby authorized to negotiate and execute the Interlocal Agreement, in substantially the form attached hereto as Exhibit "A." The Village Manager is further authorized to execute any required or related agreements, amendments, or documents which are required to implement the purposes of this Resolution and the Interlocal Agreement, subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. That the Village Manager is hereby authorized to take all actions necessary to implement the purposes of this Resolution and the Interlocal Agreement.

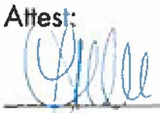
Section 5. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 18th day of July, 2023.



Joseph M. Corradino, Mayor

Attest:



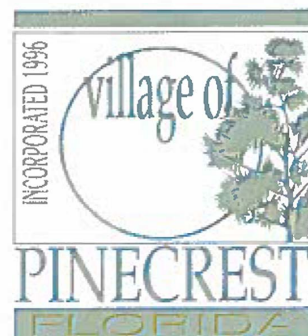
Priscilla Torres, MMC
Village Clerk

Approved as to Form and Legal Sufficiency:



Mitchell Bierman
Village Attorney

Consent Agenda





MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: July 2, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(2)

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)(2)
7-2-24

RESOLUTION NO. R-593-24

RESOLUTION APPROVING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE VILLAGE OF PINECREST AND MIAMI-DADE COUNTY TO ALLOW THE VILLAGE OF PINECREST TO INSTALL AND MAINTAIN AESTHETIC STAMPED COLORED CROSSWALKS WITHIN EXISTING PEDESTRIAN CROSSWALKS LOCATED AT THE INTERSECTION OF SW 88 STREET (KENDALL DRIVE) AND SW 57 AVENUE (RED ROAD), TO EXERCISE ALL RIGHTS CONFERRED THEREIN, AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying County Mayor's memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, the Village of Pinecrest (Village) has requested authority to install and maintain aesthetic stamped colored concrete crosswalks within existing pedestrian crosswalks in Miami-Dade County (County) public rights-of-way; and

WHEREAS, the Village and County are mutually desirous of providing assurances for the installation and continued maintenance of the aesthetic stamped concrete crosswalks within existing pedestrian crosswalks ensuring that the County will incur no costs for the maintenance of such crosswalks,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board approves and incorporates the foregoing recitals as though fully set forth herein.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to execute an interlocal agreement substantially in the form attached to the County Mayor's Memorandum as Exhibit 1, to exercise all rights conferred therein, and to take all actions necessary to effectuate same.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Kionne L. McGhee** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	absent
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of July, 2024. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "LEM", is written over a horizontal line.

Lauren E. Morse