

Memorandum



Date: October 16, 2024

Agenda Item No. 8(N)(8)

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

From: Daniella Levine Cava
Mayor

Resolution No. R-938-24

Subject: Interlocal Agreement between the Village of Pinecrest and Miami-Dade County to Allow the Installation and Maintenance of Decorative Street Lighting within Existing Roundabouts Improvement Project

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 decorative street lighting within existing roundabouts. Under the Agreement, the Village assumes sole and complete responsibility for the funding and payment of all decorative street lighting installed by the County at the project location.

Recommendation

It is recommended that the Board approve the execution of the attached Agreement between the Village and the County. The Agreement allows the Village to install and maintain decorative street lighting within existing roundabouts located in the intersections of Old Cutler Road and SW 136 Street (Howard Drive) and SW 136 Street (Howard Drive) and SW 67 Avenue (Ludlum Road) at no cost to the County.

Scope

The project is located in District 7, which is represented by Commissioner Raquel A. Regalado and District 8, which is represented by Commissioner Danielle Cohen Higgins.

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 and to exercise the termination provision.

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.

Background

The Village passed Resolution No. 2024-13 allowing the Village Manager to enter into negotiations with the County for the installation and maintenance of decorative street lighting within existing roundabouts located in the intersections of Old Cutler Road and SW 136 Street (Howard Drive) and SW 136 Street (Howard Drive) and SW 67 Avenue (Ludlum Road). The project will enhance the aesthetics of the existing roundabouts within the vicinity of the Village's limits.

This Agreement provides a formal structure to continuing efforts to negotiate authority to fund, install and maintain the decorative street lighting. The Village shall be responsible for all costs and duties related to the installation and maintenance of decorative street lighting under this project.



Jimmy Morales
Chief Operating Officer



MEMORANDUM (Revised)

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

DATE: October 16, 2024

FROM: 
Glen Bonzon-Keenan
County Attorney

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

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 ____, majority plus one ____, 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) ____, 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)(8)
10-16-24

RESOLUTION NO. R-938-24

RESOLUTION APPROVING THE INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE VILLAGE OF PINECREST, IN SUBSTANTIALLY THE FORM ATTACHED HEREIN, TO ALLOW THE VILLAGE OF PINECREST TO FUND THE INSTALLATION AND MAINTENANCE OF DECORATIVE STREET LIGHTING WITHIN EXISTING ROUNDABOUTS IMPROVEMENT PROJECT LOCATED AT THE INTERSECTIONS OF OLD CUTLER ROAD AND SW 136 STREET (HOWARD DRIVE) AND SW 136 STREET (HOWARD DRIVE) AND SW 67 AVENUE (LUDLUM ROAD); AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE INTERLOCAL AGREEMENT AND TO EXERCISE ALL THE PROVISIONS CONTAINED THEREIN, INCLUDING TERMINATION

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

WHEREAS, the Village of Pinecrest (Village) has requested authority to install and maintain decorative street lighting within existing public rights-of-way located in Miami-Dade County (County) at the intersections of Old Cutler Road and SW 136 Street (Howard Drive) and SW 136 Street (Howard Drive) and SW 67 Avenue (Ludlum Road); and

WHEREAS, the Village and County are mutually desirous of providing assurances for the installation and maintenance of decorative street lighting within existing roundabouts ensuring the County will incur no costs for the maintenance of such street lightning,

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 approves the Interlocal Agreement between Miami-Dade County and the Village of Pinecrest, in substantially the form attached herein, to allow the Village of Pinecrest to fund the installation and maintenance of decorative street lighting within existing roundabouts located at the intersections of Old Cutler Road and SW 136 Street (Howard Drive) and SW 136 Street (Howard Drive) and SW 67 Avenue (Ludlum Road).

Section 3. This Board authorizes the County Mayor or County Mayor's designee to execute the interlocal agreement and to exercise all the provisions contained therein, including termination.

The foregoing resolution was offered by Commissioner **Eileen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Danielle Cohen Higgins** 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	absent
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	absent		

The Chairperson thereupon declared this resolution duly passed and adopted this 16th day of October, 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, consisting of a stylized 'A' followed by a horizontal line.

Annery Pulgar Alfonso

**INTERGOVERNMENTAL AGREEMENT TO ALLOW THE INSTALLATION AND
MAINTENANCE OF DECORATIVE STREET LIGHTING WITHIN EXISTING
ROUNDAOUBTS IMPROVEMENT PROJECT**

THIS INTERGOVERNMENTAL AGENCY AGREEMENT TO FUND THE INSTALLATION AND MAINTAINANCE DECORATIVE STREET LIGHTING WITHIN EXISTING IMPROVEMENT PROJECT LOCATED IN THE INTERSECTIONS OF OLD CUTLER ROAD AND SW 136 STREET (HOWARD DRIVE) AND SW 136 STREET (HOWARD DRIVE) AND SW 67 AVENUE (LUDLUM 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 of the existing roundabout improvement project by the County and within the vicinity of Village's limits; and

WHEREAS, both parties herein wish to facilitate the implementation of decorative street lighting within the right-of-way of intersections of Old Cutler Road and SW 136 Street (Howard Drive) and SW 136 Street (Howard Drive) and SW 67 Avenue (Ludlum Road) adjacent to Village limits, hereinafter referred to as the "Project" described as follows:

The Project scope consists of the installation of decorative street lighting within the roundabout improvement project.

WHEREAS, upon completion of the decorative street lighting 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 decorative street lighting installed as part of the Project; and

WHEREAS, the Village shall, at its sole cost and expense, maintain, repair, and replace, as necessary, the decorative street lighting, in a like manner to that of the street lighting that is currently planned 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. Decorative street lighting may be installed on municipal and County roads per Municipal Uniform Traffic Control Device ("MUTCD")-Official and its accompanying guidelines.

Section 3. Standards. All decorative street lighting 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 decorative street lighting 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 decorative street lighting that are installed by the County at the Project location adjacent and within Village boundaries. If the Village fails to maintain the decorative street lighting, 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 decorative street lighting, 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 decorative street lighting.

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 decorative street lighting that are not in compliance with the terms of this Agreement at the City's sole cost and expense. Failure to carry out any of the duties and responsibilities assumed herein by the City 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 City or the County may, in their respective sole and complete discretion, terminate this Agreement, with or without cause and and at the convenience of the terminating party, upon twenty (20) business days' written notice; provided, however, that at the option of the County, the City shall continue to maintain, repair, and be responsible for any decorative street lighting installed by the City while this Agreement was in effect. Prior to the termination of this Agreement, however, the City may elect to remove any one or all decorative street lighting installed by the County, provided the City shall restore the roadway and area in which the decorative street lighting 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

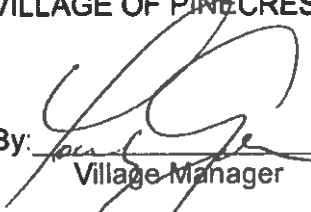
Approved as to form and legal sufficiency:

Assistant County Attorney

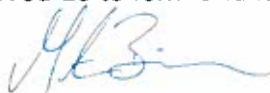
ATTEST:

VILLAGE OF PINECREST

By:  _____
Village Clerk

By:  _____
Village Manager

Approved as to form and legal sufficiency:



Village Attorney

RESOLUTION NO. 2024-13

A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY TO ALLOW THE INSTALLATION AND MAINTENANCE OF DECORATIVE STREET LIGHTING WITHIN EXISTING ROUNDABOUTS IMPROVEMENT PROJECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County has proposed entering into an interlocal agreement with the Village, attached hereto as Exhibit "A," that would allow the installation and maintenance of decorative street lighting within existing roundabouts improvement project located in the intersections of Old Cutler Road and SW 136 Street (Howard Drive) and SW 136 Street (Howard Drive) and SW 67 Avenue (Ludlam Road); and

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

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

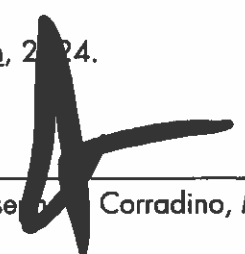
Section 2. That the Village Council hereby approves the Interlocal Agreement, in substantially the form attached hereto as Exhibit "A."

Section 3. 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 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. 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. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 19th day of March, 2024.



Jose Corradino, Mayor

Attest:



Priscilla Torres, MMC
Village Clerk

Approved as to Form and Legal Sufficiency:



Mitchell Bierman
Village Attorney



Motion by: Councilmember Hochkammer
Second by: Vice Mayor del Prado
Vote: Councilmembers Abbott, Fairman, Hochkammer, Vice Mayor del Prado, and Mayor Corradino voting Yes.