

RESOLUTION NO. 19-1606

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

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

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

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

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

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

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

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

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

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

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

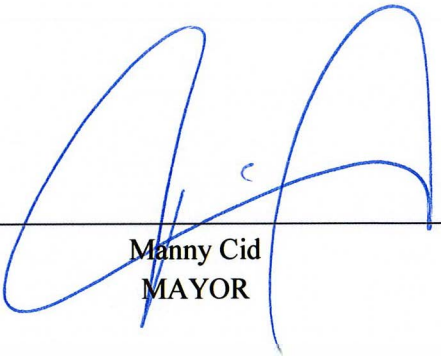
Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

THIS SPACE INTENTIONALLY LEFT BLANK

Passed and adopted this 9th day of April 2019.

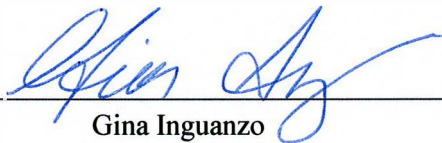
The foregoing resolution was offered by Mayor Cid who moved its adoption. The motion was seconded by Councilmember Rodriguez and upon being put to a vote, the vote was as follows:

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



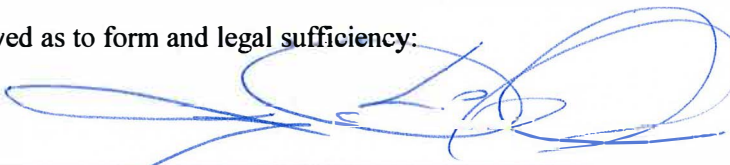
Manny Cid
MAYOR

Attest:



Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:



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

EXHIBIT "A"

**INTERGOVERNMENTAL AGENCY AGREEMENT
FOR THE WRAPPING OF TRAFFIC SIGNAL CONTROLLER CABINETS OPERATED AND
MAINTAINED BY MIAMI DADE COUNTY**

THIS INTERGOVERNMENTAL AGENCY AGREEMENT FOR THE WRAPPING OF TRAFFIC SIGNAL ASSETS OPERATED AND MAINTAINED BY MIAMI DADE COUNTY (**AGREEMENT**), made and entered into this ____ day of _____, 2018, by and between the

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

WITNESSETH

WHEREAS, the Town has requested the County allow the Town to wrap the traffic signal controller cabinets at the locations listed on Appendix A;

WHEREAS, the County is the agency responsible for the operation and maintenance of all traffic control devices within Miami Dade County; and

WHEREAS the County and the Town agree that nothing contained in this agreement shall diminish or impact the rights of either entity with respect to jurisdiction, sovereign or permitting powers, or in any other matter related to the installation, use and maintenance of the traffic signals unless specifically set forth herein, including but not limited to any County powers under Section 2-95.1 of the Miami-Dade County Code; and

NOW THEREFORE, the Town and the County agree as follows:

1. The recitals set forth above are incorporated herein by reference.
2. The Town shall be allowed to wrap the traffic signal controller cabinets "Wrapped Structure" at the locations listed on Appendix "A".
3. The wrapping of any traffic signal controller cabinets owned by the Florida Department of Transportation (FDOT) or within any FDOT intersections or rights-of-way (hereinafter "FDOT Assets") shall first require a written agreement between the Town and FDOT wherein FDOT authorizes the Town to wrap the FDOT Assets. The Town acknowledges that this Agreement shall not be effective as to any such FDOT assets until the Town and FDOT enter into the appropriate agreement. The Town must provide a copy of said agreement to the County.
4. The wrapping of the traffic signal controller cabinets shall be in accordance to FDOT and Miami Dade County Department of Transportation and Public Works (DTPW) approved standards, procedures, and material requirements including, but limited to the requirements within Appendix B.
5. The Town shall be responsible for the aesthetics of all Wrapped Structures. The Town shall be responsible for maintaining the wrapped structures and shall be

responsible for taking all actions necessary to rectify any peeling or deterioration in the wrapping, including but not limited to re-wrapping the traffic signal controller cabinets, and shall also be responsible for removing any graffiti, flyers, stickers, or other markings or items attached or adhered to the wrapped structures.

6. If the Town fails to maintain the aesthetics of the wrapped structure(s), the Town shall be responsible for any and all costs incurred by the County to return same to its pre-wrapped state.
7. The County shall be responsible for responding to traffic impacts including repair and replacement of all components damaged by the traffic impact, unless such traffic impact arose from a defective or damaged traffic signal wherein such defect or damage was caused by from the wrapping of the traffic signal controller cabinet. If the traffic impact arose from the wrapping of the traffic signal controller cabinet as described herein, the Town shall be responsible for repairing and replacing of all components damaged by the traffic impact. If the traffic impact did not arise from the wrapping of the traffic signal control device, the County will replace the damaged cabinet with a standard unwrapped traffic controller cabinet. The County shall not be responsible for the re-wrapping of the replacement cabinet.
8. The Town shall be responsible for any damages to County equipment resulting from wrapping; including but not limited to site preparation, acid washing, cleaning procedures, overspray, etc.
9. The Town, or their authorized contractor, shall apply for and obtain a permit from the County for all work, including but not limited to wrapping and/or re-wrapping to be performed at each traffic signal intersection, and all work is to be carried out by properly licensed and certified personnel. This Agreement does not serve to place the County under any obligation to approve or grant a permit to wrap or re-wrap a cabinet.
10. The Town assumes liability for any damages, including but not limited to accidents and/or injuries which may occur or arise out of the wrapping of the traffic controller cabinet, and hereby indemnifies and holds the County harmless from any and all liability for any damage, injury, or claim that may arise out of or relating to the wrapping of the traffic signal controller cabinet, or the exercise of any rights, obligations or actions under this Agreement, including but not limited to the County's permission for the installation of the same or from the Town's failure to maintain, repair, or replace the wrapped traffic signal controller cabinets. Neither the Town nor the County in any way waives its rights and immunities under Section 768.28, Florida Statutes, and this indemnity shall be subject to the dollar limits set forth in such Statutes. Nothing contained in this indemnity shall serve to indemnify the County against its own negligence.
11. Notwithstanding any other provision contained herein, no third-party beneficiaries are created with respect to any claims against the County by virtue of this Agreement.

12. Nothing contained herein shall be construed to discharge or diminish the responsibilities and duties, including but not limited to all permitting requirements, of any third party which the work described herein.
13. The undersigned further agrees that these conditions shall be deemed a continuing obligation between the Town and the County and shall remain in full force and effect and be binding on the Town, and any permitted successors or assigns.
14. In the event that the Town requests any third party to assume any of the responsibilities hereunder, the Town acknowledges that such assumption shall not relieve the Town from any obligations or responsibilities hereunder. Prior to allowing such assumption, the Town shall require such third party to additionally indemnify the County from any and all liability for any damage, injury, or claim that may arise by virtue of the installation of the Improvements, or for the failure to maintain the Improvements, and additionally, the County shall be named as an additional insured on any insurance provided by such third party to the Town. No transfer, conveyance, or assumption, in whole or in part, of any right, obligation, or responsibility hereunder shall be allowed absent written approval by the County Mayor or Mayor's designee. Additionally, such transfer must include the recordation of a Covenant, at no cost to the County, which shall not be amended, modified, or released without written approval by the County Mayor or Mayor's designee.
15. Nothing in this Agreement, express or implied, is intended to: (a) confer upon any entity or person other than the parties and any permitted successors or assigns, any rights or remedies under or by reason of the Agreement as a third party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement. Additionally, nothing herein shall be deemed to constitute a waiver of any rights under Florida Statute Section 768.28, or as a waiver of the County's sovereign rights, including but not limited to the issuance of permits.
16. The language agreed to herein expresses the mutual intent and agreement of the County and the Town and shall not, as a matter of judicial construction, be construed more severely against one of the parties from the other.
17. The County retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approval or permit as provided for under Florida law, including but not limited to the Miami-Dade County Code and Public Works Manual.
18. Any obligations hereunder for payment or indemnification in favor of the County shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands and official seals the day and year first above written.

ATTEST:

HARVEY RUVIN
CLERK OF THE BOARD

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

BY: _____
County Deputy Clerk

BY: _____
County Mayor or County Mayor's Designee

Approved by as to form and legal sufficiency:

Assistant County Attorney

ATTEST:

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

BY: _____
Town Clerk

BY: _____
Town Manager

Approved by as to form and legal sufficiency:

Deputy Town Attorney

APPENDIX A

Locations

APPENDIX B

Miami-Dade County

Department of Transportation and Public Works

Traffic Signals and Signs Division (TSS)

Requirements for the Wrapping of Traffic Signal Controller Cabinets

1. A Permit for the modification of the Traffic Signal Controller Cabinet must be obtained. Permit submittal shall provide the material and renderings of all sides of the artwork to be applied to the cabinet.
2. Prior notification and approval from the Local Maintaining Agency (DTPW-TSS) prior to commencement of work on traffic signal cabinet and a notification upon completion.
3. Painting of cabinets is not allowed. Artwork must be produced on a durable 3M brand vinyl that is coated with an anti-graffiti laminate.
4. Artwork may not display any messages with text, or contain any words or alpha-numeric characters; or anything that may be mistaken for a traffic control device.
5. Artwork must not operate as a sign, pursuant to Miami-Dade County Code Sections 2-103.14 and 2-103.15, and must not contain any nude images, religious symbols, advertisements, political messages, images of a living or deceased person, resemble graffiti or include a copyrighted or trademarked image.
6. The Vendor, Artwork, or wrapping shall not interfere with the traffic control equipment located inside the cabinet and all vents, access panels, electrical connections, antennas, and key holes shall remain clear with no blockage.
7. The Vendor will not have access to the inside of the cabinet or be able to work on the cabinet while the cabinet doors are open. If there is a Local Maintaining Agency identification sticker on the traffic control cabinet, the Vendor must not remove and Artwork must not cover the sticker. If the cabinet does not contain a Local Maintaining Agency identification sticker, the Local Maintaining Agency maintains the right to place a sticker on the cabinets even if Artwork has already been installed on the cabinet.
8. If the cabinet is damaged, the Local Maintaining Agency has the right to replace the cabinet even if Artwork has already been installed on the cabinet. The Local Maintaining Agency, the Florida Department of Transportation, or either one of their respective contractors may also conduct emergency or routine repairs or maintenance of components inside the traffic control cabinets and are not responsible for replacing Artwork or for any damages to Artwork as a result of such emergency or routine repairs or maintenance of the traffic control cabinets.

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