

MEMORANDUM

Agenda Item No. 11(A)(24)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: July 21, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving an Interlocal Agreement between Miami-Dade County and the Village of Key Biscayne (the "Village") for the regulation of micromobility devices, electric bicycles, and motorized scooters on County roads within the Village; and authorizing the County Mayor to execute the agreement and exercise all provisions therein, including but not limited to termination

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


Geri Bonzon-Keenan
County Attorney

GBK/uw

MDC001



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: July 21, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(24)

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**
- _____ **Requires more than a majority vote (i.e., 2/3’s present ____, 2/3 membership ____, 3/5’s ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) ____) 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. 11(A)(24)
7-21-26

RESOLUTION NO. _____

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE VILLAGE OF KEY BISCAINE (THE “VILLAGE”) FOR THE REGULATION OF MICROMOBILITY DEVICES, ELECTRIC BICYCLES, AND MOTORIZED SCOOTERS ON COUNTY ROADS WITHIN THE VILLAGE; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE THE AGREEMENT AND EXERCISE ALL PROVISIONS THEREIN, INCLUDING BUT NOT LIMITED TO TERMINATION

WHEREAS, the public has a growing interest in using personal micromobility devices, including electric bicycles, motorized scooters, and rented micromobility devices (collectively “micromobility devices”) for transportation and recreational purposes; and

WHEREAS, in addition to meeting the transportation needs of local communities, micromobility devices may help to promote environmental goals, because they are battery-powered, and thus emission-free; and

WHEREAS, this Board supports the safe use of low-cost, energy-efficient micromobility devices on County roads; and

WHEREAS, sections 316.2128 and 316.20655, Florida Statutes, regulate micromobility devices and authorize the County, under certain circumstances, to adopt an ordinance governing the operation of micromobility devices on streets, highways, sidewalks, and sidewalk areas under the County’s jurisdiction; and

WHEREAS, section 1.01(A)(1) of the Miami-Dade County Home Rule Charter vests this Board with the power to “carry on a central metropolitan government” by, among other powers, “provid[ing] and regulat[ing] arterial, toll, and other roads, bridges, tunnels, and related facilities; . . . and develop[ing] and enforce[ing] master plans for the control of traffic and parking”; and

WHEREAS, among other mechanisms, this Board has exercised this power through adoption of ordinances that have been codified in the Code of Miami-Dade County, Florida (the “Code”); and

WHEREAS, section 2-95.1 of the Code empowers and imposes the duty and responsibility on the Department of Transportation and Public Works (DTPW) to provide, develop, maintain, improve, implement, and enforce a master plan for the control, regulation, and appropriate movement of traffic throughout the County, including both the incorporated and unincorporated areas thereof; and

WHEREAS, section 2-95.1 also grants DTPW exclusive jurisdiction over all matters of traffic engineering Countywide, subject only to the jurisdiction of the state road department with respect to state highways; and

WHEREAS, section 2-96.1 of the Code vests DTPW with the exclusive jurisdiction to address traffic movement, traffic engineering, and traffic control devices throughout the County; and

WHEREAS, on July 21, 2026, this Board adopted Ordinance No. 26-____, codified in section 2-98.3 of the Code of Miami-Dade County, Florida (the “County Ordinance”), which authorizes, under certain circumstances, municipal regulation of the operation of micromobility devices, electric bicycles, and motorized scooters upon County maintained roads and sidewalks in certain incorporated areas of the County; and

WHEREAS, section 2-98.3(5) of the Code provides that a municipality may, upon approval by the Board of an interlocal agreement between the County and such municipality, enforce the provisions of section 2-98.3; and

WHEREAS, section 2-98.3(7) of the Code provides that a municipality may adopt additional rules restricting micromobility devices on County-owned roads within the boundaries of such municipality, providing that: (i) any such additional restrictions be included in the interlocal agreement with the County authorizing the municipality's enforcement of the provisions of 2-98.3; that (ii) such additional restrictions shall not be enforceable until adopted by municipal ordinance in accordance with section 316.008, Florida Statutes, as may be amended; and that such municipality shall be responsible for providing a method for enforcement of any such additional restrictions; and

WHEREAS, the County and the Village wish to enter into an Interlocal Agreement for the Village to enforce the provisions of section 2-98.3 of the Code,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Interlocal Agreement with the Village of Key Biscayne in substantially the form attached hereto as Exhibit "A," and authorizes the County Mayor or County Mayor's designee to execute the Interlocal Agreement and exercise all provisions therein, including but not limited to termination.

The Prime Sponsor of the foregoing resolution is Commissioner Raquel A. Regalado. It was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of July, 2026. 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: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

D.P.C

Dale P. Clarke

**INTERLOCAL AGREEMENT BETWEEN
MIAMI-DADE COUNTY, FLORIDA
AND
VILLAGE OF KEY BISCAYNE
ALLOWING THE VILLAGE TO ENFORCE
SECTION 2-98.3
OF THE CODE OF MIAMI-DADE COUNTY
THROUGH CHAPTER 8CC OF THE COUNTY CODE**

This Interlocal Agreement (“Agreement”) is made and entered this ____ day of ____, 2026, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereafter “COUNTY”) and the Village of Key Biscayne (hereafter “PARTICIPATING ENTITY”).

WITNESSETH

WHEREAS, a PARTICIPATING ENTITY may enforce within its lawful jurisdiction within Miami-Dade County provisions of the Code of Miami-Dade County (the “County Code”) through chapter 8CC of the County Code upon execution and adoption of an interlocal agreement by the COUNTY and the PARTICIPATING ENTITY which contains the section(s) of the County Code the PARTICIPATING ENTITY wishes to enforce, the job title of the agents or employees of the PARTICIPATING ENTITY authorized to perform the enforcement functions, the amount reimbursable to the COUNTY for administrative costs, the amount of revenue reimbursable to the PARTICIPATING ENTITY from any fine collected, an agreement to indemnify and hold the COUNTY harmless from and against any and all liability, actions and causes of actions relating to the PARTICIPATING ENTITY’s enforcement, and a term not to exceed July 31, 2028; and

WHEREAS, the COUNTY and the PARTICIPATING ENTITY agree that it is in their mutual best interests and the best interests of the PARTICIPATING ENTITY and of the citizens of the COUNTY to have the PARTICIPATING ENTITY enforce the provisions of sections 2-98.3 of the County Code, including additional regulations, as they may be amended from time to time, through chapter 8CC of the County Code,

NOW, THEREFORE, IN CONSIDERATION of the mutual benefits derived here from and in compliance with section 2-98.3 of the County Code, the COUNTY and the PARTICIPATING ENTITY covenant and agree as follows:

I. CODE SECTION(S) SUBJECT TO ENFORCEMENT

The PARTICIPATING ENTITY is authorized to enforce the provisions of sections 2-98.3 of the County Code (the “Specified Sections”), as they may be amended from time to time, through chapter 8CC of the County Code, including but not limited to the ability to issue civil violation notices under section 8CC-10 of the County Code for violations of the provisions of the Specified Sections, as they may be amended from time to time, within the jurisdiction of the PARTICIPATING ENTITY. Notwithstanding this authorization, nothing in this Agreement shall be construed to limit, supersede, or remove the independent authority of the COUNTY to enforce the Specified Sections within the jurisdiction of the PARTICIPATING ENTITY.

II. ADDITIONAL REGULATIONS

Pursuant to section 2-98.3(7)(a)(ii) of the Code, the following provisions (“Additional Regulations”) may be enforceable upon the PARTICIPATING ENTITY’S adoption of an ordinance effectuating the same in accordance with section 316.008, Florida Statutes:

- (a) All Class 2 and Class 3 Electric Bicycles, as defined pursuant to section 316.003(23), Florida Statutes, as may be amended, shall be prohibited from operating on Crandon Boulevard between the northern limits of the Village of Key Biscayne to the northern entrance of Bill Baggs Cape Florida State Park until such time that the County or PARTICIPATING ENTITY, by ordinance, establish minimum age limit for the operation of such Electric Bicycles.
- (b) All Class 1 Electric Bicycles, as defined pursuant to section 316.003(23), Florida Statutes, as may be amended, are permitted in the bicycle lane pursuant to section 2-98.3(4)(e), or as otherwise authorized by Florida Statutes.
- (c) All other micromobility devices are subject to Section 2-98.3 of the Miami-Dade County, Florida Code of Ordinances.

III. AUTHORIZED AGENTS

All law enforcement officers as defined by section 943.10(1), Florida Statutes that are employed by the PARTICIPATING ENTITY are authorized by this Agreement to perform the enforcement functions outlined in and in accordance with this Agreement.

IV. AMOUNT REIMBURSABLE TO MIAMI-DADE COUNTY FOR COSTS RELATED TO THE CONDUCT OF HEARINGS ON APPEALS

The PARTICIPATING ENTITY shall reimburse the COUNTY for the administrative costs relating to the conduct of hearings on appeals from violations as provided in Section I above by paying the administrative fee for civil violation hearings as outlined in Implementing Order 4-33. The PARTICIPATING ENTITY shall also be responsible for reimbursing the COUNTY for any attorney's fees and costs, including the costs of transcripts and clerical costs, incurred in such proceedings. The billing for the administrative fee and any incurred attorney's fees and costs shall

be processed by the Miami-Dade Police Department, or, in the discretion of the COUNTY, any other COUNTY department, and funds shall be payable to the such department within thirty (30) days of receipt of an invoice for such services. Funds received by the COUNTY from the PARTICIPATING ENTITY will be deposited into the Miami-Dade County Diversion Program, except that a portion of the funds received from the PARTICIPATING ENTITY may be used to offset costs incurred by the COUNTY in connection with billing for the above fee and costs.

In addition, the PARTICIPATING ENTITY shall bear all costs relating to any subsequent appeal of the Hearing Officer's decision to the Circuit Court of the Eleventh Judicial Circuit and/or any higher court and shall be solely responsible for representing the PARTICIPATING ENTITY in any such proceedings.

V. AMOUNT OF REVENUE REIMBURSABLE TO THE PARTICIPATING ENTITY FROM THE FINE COLLECTED

Subject to applicable state law, the Clerk of Courts shall, on a quarterly basis, reimburse to the PARTICIPATING ENTITY the fines collected from the issuance of civil violation notices for violations of the Specified Sections as set forth in section 8CC-10 of the County Code. Prior to the reimbursement, the Clerk of Courts will deduct the Clerk's administrative costs of processing the civil violation notices from the fines collected. Should the violator opt to enter the Miami-Dade County Diversion Program as set forth in Implementing Order 2-12, the Clerk shall pay to the COUNTY, and the COUNTY shall keep the entire processing fee paid by the violator.

VI. NOTICE OF MICROMOBILITY REGULATIONS

Pursuant to section 2-98.3(7)(b), PARTICIPATING ENTITY shall, prior to its enforcement of the provisions of 2-98.3, carry out a public information and awareness campaign of no fewer than 60 days to educate its residents and visitors about the provisions of

section 2-98.3 and this Agreement. PARTICIPATING ENTITY acknowledges and agrees that it shall be solely responsible for posting appropriate signage providing notice to micromobility riders of the applicable regulations.

VII. TERM OF AGREEMENT AND RENEWALS

This Agreement shall be in full force and effect from the date of the final execution by either party and shall continue until July 31, 2028.

VIII. PARTICIPATING ENTITY INDEMNIFICATION OF THE COUNTY

Subject to the limitations set forth in section 768.28, Florida Statutes, and all other applicable laws, the PARTICIPATING ENTITY shall indemnify and hold harmless the COUNTY from and for any losses, claims, causes of action, or damages of any nature whatsoever, arising from the act, omission, performance, or failure of performance of the PARTICIPATING ENTITY or the PARTICIPATING ENTITY's agents, contractors, servants, and employees relative to the enforcement of the provisions of the Specified Sections and the Additional Regulations pursuant to chapter 8CC of the County Code. The PARTICIPATING ENTITY shall pay all claims and losses in connection therewith, and shall investigate, and at the option of the COUNTY, defend or pay the cost of defense of all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorney's fees which may issue thereon.

IX. DEFAULT

A. Without limitation, the failure by the PARTICIPATING ENTITY to substantially fulfill any of its material obligations in accordance with this Agreement shall constitute a "Participating Entity Default." If a Participating Entity Default should occur, the COUNTY shall have all the following rights and remedies which may be exercised singly or in combination:

1. The right to declare that this Agreement together with all rights granted to the PARTICIPATING ENTITY thereunder are terminated, effective upon such date as is designated by the COUNTY. Provided, however, that the COUNTY shall give PARTICIPATING ENTITY a period of thirty (30) days after receipt of the written notice from the COUNTY of said default to cure any Participating Entity Default unless the COUNTY determines, in its sole and absolute discretion, that the nature of the default is such that it cannot be cured in a period of thirty (30) days from the date of the default. If the PARTICIPATING ENTITY commences reasonable efforts to cure such default no later than thirty (30) days after such notice, and such efforts are prosecuted to completion and to the COUNTY's satisfaction, then it shall be deemed that no Participating Entity Default shall have occurred under the provisions of this paragraph.

2. Any and all rights provided under the laws of the State of Florida.

B. Without limitation, the failure by the COUNTY to substantially fulfill any of its material obligations in accordance with this Agreement shall constitute a "County Default." If a County Default should occur, the PARTICIPATING ENTITY shall have all of the following rights and remedies which it may exercise singly or in combination:

1. The right to declare that this Agreement together with all rights granted to the COUNTY thereunder are terminated, effective upon such date as is designated by the PARTICIPATING ENTITY. Provided, however, that the PARTICIPATING ENTITY shall give the COUNTY a period of thirty (30) days after receipt of written notice from the PARTICIPATING ENTITY of said default to cure any County Default unless the PARTICIPATING ENTITY determines, in its sole and absolute discretion, that the nature of the default is such that it cannot be cured in a period of thirty (30) days from the date of the default. If the COUNTY commences reasonable efforts to cure such default no later than thirty (30) days

after such notice, and such efforts are prosecuted to completion and to the PARTICIPATING ENTITY's reasonable satisfaction, then it shall be deemed that no County Default shall have occurred under the provisions of this paragraph.

2. Any and all rights provided under the laws of the State of Florida.

X. TERMINATION

Notwithstanding the above, this Agreement may be terminated by either the COUNTY or the PARTICIPATING ENTITY upon thirty (30) days' written notice.

XI. ASSIGNABILITY

Notwithstanding anything to the contrary in this Agreement, including any amendments or addendums thereto, the PARTICIPATING ENTITY agrees and acknowledges that the COUNTY may assign, transfer, convey, divide or otherwise dispose of this Agreement or a portion thereof, including the COUNTY'S rights, title, or interest in or to the same, or any part thereof, to the Miami-Dade County Sheriff without any further consent from the PARTICIPATING ENTITY. Upon the assignment, transfer or conveyance of this Agreement, or a portion thereof, to the County Sheriff and the acceptance of such by the County Sheriff, the COUNTY shall be relieved of all obligations under this Agreement, or such portions of this Agreement assumed by the County Sheriff. Should the COUNTY assign, transfer or convey only a portion of this Agreement to the County Sheriff, the Agreement shall be divided into two separate agreements and the County Sheriff shall assume all pro-rata rights, benefits and obligations of the portion of the Agreement assigned, transferred or conveyed to the County Sheriff as if such portion was a separate agreement entered into between the PARTICIPATING ENTITY and the County Sheriff. The County Sheriff shall exercise all termination, extension or other contractual rights and shall be responsible for all obligations for such portion of this Agreement as of the date of the acceptance of such assignment,

transfer or conveyance. The COUNTY shall provide notice of such action to the PARTICIPATING ENTITY within thirty (30) days of any such assignment, transfer or conveyance.

XII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The COUNTY and PARTICIPATING ENTITY agree and acknowledge that any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement shall be subject to the Florida Governmental Conflict Resolution Act, section 164.101, et seq., Florida Statutes. Venue for any court action between the COUNTY and the PARTICIPATING ENTITY for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

XIII. ENTIRETY OF AGREEMENT

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The COUNTY and the PARTICIPATING ENTITY agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the COUNTY and the PARTICIPATING ENTITY as to matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by both the COUNTY and the PARTICIPATING ENTITY and their authorized representatives.

XIV. HEADINGS

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

XV. RIGHTS OF OTHERS

Nothing in this Agreement expressed or implied is intended to confer upon any person other than the COUNTY and the PARTICIPATING ENTITY any rights or remedies under or by reason of this Agreement.

XVI. REPRESENTATION OF THE ENFORCEMENT ENTITY

The PARTICIPATING ENTITY represents that: (i) this Agreement has been duly authorized, executed, and delivered by the governing body of the PARTICIPATING ENTITY or its designee; and (ii) it has the required power and authority to perform this Agreement.

XVII. REPRESENTATION OF COUNTY

The COUNTY represents that: (i) this Agreement has been duly authorized, executed, and delivered by the governing body of the COUNTY or its designee; and (ii) the COUNTY has the required power and authority to perform this Agreement.

XVIII. WAIVER

There shall be no waiver of any right related to this Agreement unless in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

XIX. INVALIDITY OF PROVISIONS, SEVERABILITY

Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

XX. NOTICE

Notices to the PARTICIPATING ENTITY shall be sufficient if sent by Federal Express or certified mail, return receipt requested, postage prepaid, addressed to:

Steven C. Williamson
Village Manager
Village of Key Biscayne
Village Hall, Suite 210
88 West McIntyre Street
Key Biscayne, FL 33149

with copy to:

Weiss, Serota, Helfman, Cole, Bierman, P.L.
Village of Key Biscayne Attorney
2800 Ponce de Leon, Suite 1200
Coral Gables, FL 33134

Notices to the COUNTY shall be sufficient if sent by Federal Express or certified mail, return receipt requested, postage prepaid, addressed to:

Miami-Dade County Mayor
Miami-Dade County
Stephen P. Clark Center
111 N.W. 1st Street, 29th Floor
Miami, FL 33128

with copy to:

Miami-Dade County Attorney
Miami-Dade County
Stephen P. Clark Center
111 N.W. 1st Street, 28th Floor

Miami, FL 33128

Or such other respective address as the COUNTY and the PARTICIPATING ENTITY may designate to each other in writing from time to time.

IN WITNESS WHEREOF, the COUNTY and the PARTICIPATING ENTITY hereto have set their hands and seals the day and year first above written.

MIAMI-DADE COUNTY

VILLAGE OF KEY BISCAYNE, FLORIDA

By: _____
Daniella Levine Cava, Mayor

By: _____
Steven C. Williamson, Village Manager

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Juan Fernandez-Barquin
County Clerk
Miami-Dade County, Florida

Jocelyn B. Koch
Village Clerk

Date: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: _____
Dale P. Clarke
Assistant County Attorney
Miami-Dade County, Florida

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Date: _____

Date: _____