

MEMORANDUM

Agenda Item No. 8(N)(4)

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

DATE: February 1, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving a Memorandum of Agreement between Miami-Dade County and the Florida Department of Transportation to allow the County to participate in the Statewide Non-Motorized Traffic Monitoring Program for short-term counting hardware for a term of five years; and authorizing the County Mayor to execute the Memorandum of Agreement in this and future program cycles in perpetuity and to exercise the provisions contained therein

Resolution No. R-122-22

The accompanying resolution was prepared by the Transportation and Public Works Department and placed on the agenda at the request of Prime Sponsor Transportation, Mobility and Planning Committee.


Geri Bonzon-Keenan
County Attorney

GBK/jp

Memorandum



Date: February 1, 2022

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

From: Daniella Levine Cava 
Mayor

Subject: FDOT Non-Motorized Traffic Monitoring Program Memorandum of Agreement

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a Memorandum of Agreement between Miami-Dade County (County) and the Florida Department of Transportation (FDOT), attached to the resolution as Exhibit 1, and authorize the execution of same by the County Mayor or the County Mayor’s Designee for the County’s participation in FDOT’s Statewide Non-Motorized Traffic Monitoring Program. The agreement allows the County to install temporary data collection equipment owned by the State in the County’s right-of-way for the purpose of collecting and recording non-motorized traffic information.

Scope

This agreement is meant to be countywide in nature as it can include any location within a County roadway for this cycle of the Statewide Non-Motorized Traffic Monitoring Program or for any subsequent cycles.

Delegated Authority

The resolution delegates authority to the County Mayor or the County Mayor's designee to execute an Interlocal Agreement between the FDOT and the County for a five-year term, to exercise all provisions contained therein, and for any subsequent cycles of the program.

Fiscal Impact/Funding Source

There will be no fiscal impact to the County for participation in the program.

Track Record/Monitor

Ed Hutchinson, FDOT Transportation and Data Analytics Office Manager, will approve the agreement and Eric Katz, Statewide Non-Motorized Traffic Monitoring Program Coordinator, will monitor the contract, for FDOT. Frank Guyamier, County Engineer, will approve the contract and Yanek Fernandez, Traffic Engineer, will monitor the contract for the County.

Background

Non-motorized traffic data is an important metric in the planning and design process. This data is essential to evaluate bicycle and pedestrian infrastructure needs, plan effective projects, compare before and after implementations, perform safety studies and evaluate measures of effectiveness. Miami-Dade County currently does not have a non-motorized data collection and monitoring program. FDOT has offered the County and other agencies the opportunity to be part of the Statewide Non-Motorized Traffic Monitoring Program to collect non-motorized traffic data. FDOT

Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners
Page No. 2

will provide the counting device hardware. The County will be responsible for site selection, installation, and monitoring of the devices.



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

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

DATE: February 1, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(4)

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)(4)
2-1-22

RESOLUTION NO. _____ R-122-22

RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION TO ALLOW THE COUNTY TO PARTICIPATE IN THE STATEWIDE NON-MOTORIZED TRAFFIC MONITORING PROGRAM FOR SHORT-TERM COUNTING HARDWARE FOR A TERM OF FIVE YEARS; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE MEMORANDUM OF AGREEMENT IN THIS AND FUTURE PROGRAM CYCLES IN PERPETUITY AND TO EXERCISE THE 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; and

WHEREAS, the Florida Department of Transportation (FDOT) has created a statewide program to improve vehicular traffic flow and safety through the installation of short-term counting devices for non-motorized traffic within the right-of-way of local governments; and

WHEREAS, pursuant to Section 334.044, Florida Statutes, FDOT may enter into memorandums of agreement with local governments; and

WHEREAS, Miami-Dade County finds that participation in the non-motorized traffic monitoring program for short-term counting hardware is in the best interest of the public for its general safety and welfare,

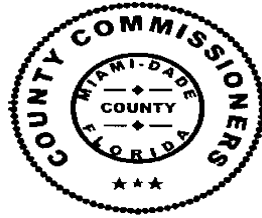
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board incorporates and approves the recitals above; approves the FDOT Non-Motorized Traffic Monitoring Program Short-Term Counting Hardware Memorandum of Agreement between Miami-Dade County and

the Florida Department of Transportation, in substantially the form attached hereto as Exhibit 1; authorizes the County Mayor or the County Mayor’s designee to sign the agreement for this and any subsequent cycles; and further authorizes the County Mayor or the County Mayor’s designee to exercise all provisions contained within the Memorandum of Agreement, including but not limited to the right to terminate upon 30 days’ written notice.

The foregoing resolution was offered by Commissioner **Joe A. Martinez** , 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:

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	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	absent	Rebeca Sosa	absent
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of February, 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

By: **Melissa Adames**
Deputy Clerk

Approved by County Attorney
as to form and legal sufficiency.

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

Lauren E. Morse

EXHIBIT 1

FDOT Non-Motorized Traffic Monitoring Program Short-Term Counting Hardware (or Short-Term Count)

Memorandum of Agreement

This Memorandum of Agreement, hereinafter referred to as the “Agreement” is made and entered into on the last date executed below, by and between the Florida Department of Transportation, an agency of the State of Florida, hereinafter referred to as the “Department”, and the Miami-Dade County Department of Transportation and Public Works hereinafter referred to as the “DTPW”.

RECITALS:

- A. WHEREAS, the Department seeks to establish a statewide Non-Motorized Traffic Monitoring Program (the “Program”) and seeks to continue the expansion of the Program;
- B. WHEREAS, the DTPW has agreed to participate in the Program by assuming certain responsibilities in the matter and to the extent set out in this Agreement
- C. WHEREAS, DTPW acknowledges that it benefits from the installation of a non-motorized counting device (“Equipment”) in its vicinity;
- D. WHEREAS, the Department is authorized under Section 334.044, Florida Statutes, to enter into contracts and agreements;

NOW, THEREFORE, in consideration of the mutual benefits contained in this Agreement, the parties agree as follows:

1. GENERAL PROVISIONS

- 1.1. The Department may select any vendor with which it has established agreements or contracts and who is qualified and approved to perform the work described in this Agreement. DTPW may delegate the performance of its obligations under this Agreement, upon prior written approval from the Department, to an agent who is qualified and approved by the Department to perform the work, which may include a local government member and/or consultant of DTPW.
- 1.2. The Department will provide technical oversight to DTPW, which may include but is not limited to, site selection and technical assistance with equipment and software. DTPW must provide a primary contact for the program to the Department upon signing this Agreement.
- 1.3. The Department will work with the DTPW and/or its agent to complete the first installation of the non-motorized counter (“Equipment”) as a form of training to DTPW and/or its agent. Any additional Equipment will be installed by DTPW and/or its agent, with installation support from the Department as needed.

- 1.4. Failure on the part of DTPW to comply with any of the provisions of this Agreement will be grounds for the Department to terminate its participation, regain possession of the Equipment from DTPW and if applicable, seek repayment for any damages done to the Equipment beyond standard wear and tear.
- 1.5. Any amendments to this Agreement or its terms will be agreed upon in writing by all parties prior to being implemented. The Department may delegate the approval of these amendments to the Manager of the Department's Transportation Data Analytics (TDA) Office.

2. SCOPE OF PROJECT

- 2.1. DTPW and/or its agent shall be responsible for providing installation approval and access to the proposed short-term count locations. DTPW, at its sole expense, shall install, monitor, and inspect the Equipment. All short-term count locations must be identified and selected in accordance with the Department's Non-Motorized Traffic Monitoring Program. DTPW will submit a list of potential sites to the Department for written approval prior to the installation of any Equipment. Both parties will provide access to data collected through the Equipment. At the conclusion of the project, the DTPW will return the Equipment, and other related hardware, to the Department.
- 2.2. The Department, at its sole expense, will provide DTPW with the Equipment and other hardware which shall adhere to the following specifications:
 - Capture non-motorized travelers using infrared detectors.
 - Capture bicycles using bicycle only road tubes.
 - Measure the direction of travel of cyclists.
 - Transmit data wirelessly or are required to have data downloaded and sent to the Department.
 - Do not have any speed restrictions on capturing data.
 - Record count data at 1-hour intervals for a minimum of 2 weeks per location.
 - May be removed using readily available tools and street maintenance equipment.
 - Include necessary supporting installation equipment such as any enclosure box, screws, cables, nails, road tape etc.
 - Include an enclosed secure box or structure with key entry or another unlocking device included.
 - Include any necessary cords to connect a field computer or other mobile device to the count device.
 - Include a minimum 1-year manufacturer's and/or seller's warranty for all Equipment and software.
 - Include a manual describing installation procedures, specifications, and maintenance instructions.
 - The Equipment is contained by a waterproof design.
 - The Equipment has a battery life of 2 years minimum.
 - The Equipment has data compatibility with Microsoft Office Excel (v2010 or later).

3. ROLES AND RESPONSIBILITIES

3.1. DTPW Responsibilities

1. Locate Utilities, if necessary, for Equipment installation.
2. Set up and manage traffic control, if necessary, for Equipment installation.
3. Clean up site.

4. Approve Equipment installation locations.
5. Meet Department staff on site during Equipment installation training and install, inspect, and monitor Equipment according to technical oversight provided by the Department.
6. Provide the Department with pictures of the first Equipment installation and removal procedure and all subsequent Equipment installation and removal performed during the term of this Agreement.
7. Retrieve and submit data to Department in accordance with Department guidelines.

3.2. Department Responsibilities

1. Conduct Equipment test prior to field deployment.
2. Deliver Equipment to be installed to DTPW.
3. Test for environmental interference with Equipment.
4. Determine final Equipment placement.
5. Provide Equipment installation and removal training to DTPW and/or its agent.
6. Conduct diagnostics/compile logger information after installation.
7. Equipment maintenance which may include battery upkeep and replacement of Equipment parts such as screws, nails, hoses, and roadway tape.

3.3. Responsibilities for both parties during installation of first Equipment

1. Bring installation Equipment, which may include: hammer, tape measure, rake, broom, road tape, cones, safety vests, etc.
2. Provide bicycle for testing during Equipment installation training.
3. Provide laptop for finalizing and testing the Equipment.

4. CONTRACT TERM; TERMINATION

- 4.1. The useful life of this Equipment may be up to ten (10) years. This Agreement shall be for a period of five (5) years. Either party may terminate this Agreement at any time with a thirty (30) day written notice of intent to terminate.
- 4.2. In the event of termination, DTPW will return all Equipment, and other related hardware, to the Department within seven (7) calendar days of equipment removal. DTPW shall not be liable for any damage to the Equipment if the DTPW has provided the Department with pictures of the Equipment installation and removal and the Department determines the Equipment was installed and removed properly.

5. RIGHT TO INSPECT

- 5.1. The Department shall have the right to inspect, test, approve or reject, any portion of the work being performed by the DTPW or its agent(s) to ensure compliance with the provisions of this Agreement. Any deficiencies inconsistent with the Department's data collection protocols or Non-Motorized Travel Monitoring Handbook and specifications found during an inspection must be corrected within 48 hours.

6. CONTRACTOR COMPLIANCE

6.1. DTPW will be responsible for ensuring that its agent(s) and contractor(s) comply with all terms of this Agreement and any instructions issued by the Department as a result of any review or inspection made by Department representatives.

7. INDEMNIFICATION

7.1. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. DTPW agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

“The contractor/consultant shall indemnify, defend, save, and hold harmless the State of Florida, Department of Transportation, including the Department’s officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.”

IN WITNESS WHEREOF, each of the undersigned parties has caused its duly authorized representative to execute this Memorandum of Agreement.

Miami-Dade County Department of Transportation and Public Works

SIGNED BY: _____

TITLE: _____

DATE: _____

ATTEST TO: Approved by the County Attorney’s Office
as to form and legal sufficiency By:

_____ By: _____

FLORIDA DEPARTMENT OF TRANSPORTATION

TRANSPORTATION DATA AND ANALYTICS OFFICE MANAGER:

SIGNED BY: _____

DATE: _____

LEGAL REVIEW: _____