

Date: September 3, 2025

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

From: Daniella Levine Cava
Mayor 

Subject: Intergovernmental Agreement between the Town of Miami Lakes and Miami-Dade County to Allow the Installation and Maintenance of Streetlights at the Intersection of NW 154 Street and NW 79 Court

Agenda Item No. 8(N)(6)
Resolution No. R-860-25

Executive Summary

The purpose of this item is for the Board of County Commissioners (Board) to approve an Interlocal Agreement (Agreement) between the Town of Miami Lakes (Town) and Miami-Dade County (County). The County has a proposed signal project at the intersection of NW 154 Street and NW 79 Court and in conformance with current design criteria standards, the County agrees to install the streetlights as part of the project. The agreement is for the County to install and for the Town to maintain the streetlights.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of the Agreement between the Town and the County. The Agreement attached as Exhibit A to this memorandum, is to allow the County to install and for the Town to maintain the streetlights at the intersection of NW 154 Street and NW 79 Court.

Scope

The affected areas for this Agreement fall within District 13, which is represented by Senator Rene Garcia.

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 authority of the County Mayor, or designee, to execute an Interlocal Agreement between the County and the Town.

Fiscal Impact/Funding Source

The construction cost estimate and the County funding obligation for the streetlights is \$120,000. It will be provided by Mobility Impact Fee Zone C funds, however there is no long-term fiscal impact to the County since the Town will be financially responsible for all maintenance costs associated with the streetlights system.

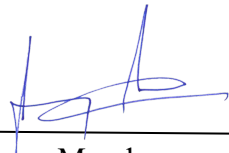
Track Record/Monitor

The Department of Transportation and Public Works (DTPW) is the entity overseeing this project and the person responsible for monitoring this acquisition is Ms. Maria D. Molina, P.E., Chief, Right-of-Way Division.

Background

The Town passed Resolution No. 24-2005 (attached as Exhibit 1 to the Agreement) allowing the Town Manager to enter into negotiations with the County for a new streetlights project at the intersection of NW 154 Street and NW 79 Court. More specifically, the project scope consists of the installation of a new traffic signal and streetlighting. The County will install the new streetlights, and the Town will be financially responsible for the maintenance of the lights.

This Agreement provides a formal structure for continuing efforts to negotiate authority to install and maintain new streetlights within the Town's limits. The Town shall be responsible for all costs and duties related to the maintenance of streetlights within the intersection.



Jimmy Morales
Chief Operating Officer



MEMORANDUM

(Revised)

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

DATE: September 3, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(6)

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)(6)
9-3-25

RESOLUTION NO. _____ R-860-25

RESOLUTION APPROVING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MIAMI LAKES AND MIAMI-DADE COUNTY TO ALLOW THE COUNTY TO INSTALL, AT A COST OF \$120,000.00, AND THE TOWN OF MIAMI LAKES TO MAINTAIN STREETLIGHTS WITHIN THE INTERSECTION OF NW 154 STREET AND NW 79 COURT, TO EXERCISE ALL RIGHTS CONFERRED THEREIN, AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

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

WHEREAS, the County has proposed to install a signal and streetlights project within the Town of Miami Lakes' (Town) public rights-of-way; and

WHEREAS, the Town has agreed to maintain and replace as necessary the streetlights within this project; and

WHEREAS, the Town and County are mutually desirous of providing assurances for the maintenance of said streetlights and of approving an interlocal agreement governing same; and

WHEREAS, the Town has adopted Resolution No. 24-2005, a copy of which is attached hereto as Exhibit B, setting forth the Town's intent to enter into an interlocal agreement with the County for improvements along the intersection of NW 154th Street and NW 79th Court,

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 and authorizes the County Mayor or County Mayor's designee to execute the agreement attached to the County Mayor's memorandum as Exhibit A, 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:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of September, 2025. 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.

Lauren E. Morse

**INTERGOVERNMENTAL AGREEMENT TO ALLOW INSTALLATION BY THE
COUNTY OF STREET LIGHTS UNDER AN EXISTING SIGNAL PROJECT AND FOR
THE TOWN OF MIAMI LAKES TO MAINTAIN SUCH LIGHTING SYSTEM**

THIS INTERGOVERNMENTAL AGENCY AGREEMENT FOR MAINTENANCE BY THE TOWN OF STREET LIGHTING INSTALLED BY THE COUNTY UNDER A TRAFFIC SIGNAL PROJECT LOCATED IN THE INTERSECTION NW 154 ST AT NW 79 CT ("Agreement") is made and entered into this ____ day of _____, 2023, by and between the TOWN OF MIAMI LAKES (the "Town"), a municipal corporation of the State of Florida, and MIAMI-DADE COUNTY (the "County"), a political subdivision of the State of Florida.

WHEREAS, the Town and the County wish to add a new traffic signal device at the intersection of NW 154 Street and NW 79 Court; and

WHEREAS, the lighting is required at a traffic signal design; and

WHEREAS, NW 154 Street and NW 79 Court are municipal roads that are maintained by the Town of Miami Lakes pursuant to a Road Transfer Agreement; and

WHEREAS, the Town and County herein wish to facilitate the implementation of street lighting within the right-of-way of the intersection at NW 154 Street at NW 79 Court, hereinafter referred to as the "Project" described as follows:

The Project scope consists of the installation of a new traffic signal and street lighting within the signal project; and

WHEREAS, upon completion of the traffic signal and street lighting installation by the County, and in accordance with Section 14, the Town shall, at its sole cost and expense, maintain, repair, and replace, as necessary, the street lighting installed as part of the Project; and

WHEREAS, the Town shall, at its sole cost and expense, maintain, repair, and replace, as necessary, the street lighting, in a like manner to that of the street lighting that is currently in place along NW 154 Street; and

WHEREAS, the Town, 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 TOWN AND THE COUNTY AGREE AS FOLLOWS:**

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

Section 2. Installation. Street lighting within the right-of-way of the intersection at NW 154 Street at NW 79 Court may be installed on municipal and County roads per Municipal Uniform Traffic Control Device ("MUTCD")-Official and its accompanying guidelines.

Section 3. Standards. All street lighting submitted for review and approval shall be in accordance with this Agreement and conform to the applicable requirements established by the Town.

Section 4. Funding and Payment Responsibility. The County assumes sole and complete responsibility for the funding and payment of all street lighting installation related to the Project.

Section 5. Maintenance Responsibility. The Town assumes sole and complete responsibility for the maintenance of all street lighting installed by the County at the Project location within Town boundaries. If the Town fails to maintain the 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 Town 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 maintenance of the 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 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 Town 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. 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 9. 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 10. 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 11. 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 12. Effective Date. This Agreement shall become effective on the date first written above after such Agreement is fully executed by all Parties hereto.

Section 13. Termination. Either the Town or the County may, in their respective sole and complete discretion, terminate this Agreement, with or without cause 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 Town shall continue to maintain, repair, and be responsible for any street lighting installed by the County while this Agreement was in effect. Prior to the termination of this Agreement, however, the Town may elect to remove any one or all street lighting installed by the County, provided the Town shall restore the roadway and area in which the street lighting were located to the condition that existed before the County's installation.

Section 14. 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 15. 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 Town:**

Town of Miami Lakes
Attn: Edward Pidermann, Town Manager
6601 Main St
Miami Lakes, FL 33104

With a Copy to:
Lorenzo Cobiella, Deputy Town Attorney
6601 Main St
Miami Lakes, FL 33104

With a copy to:
Town of Miami Lakes, Public Works Department
Attn: Omar Santos Baez, Director
6601 Main St
Miami Lakes, FL 33104

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

ATTEST:

MIAMI-DADE COUNTY

JUAN FERNANDEZ-BARQUIN, CLERK

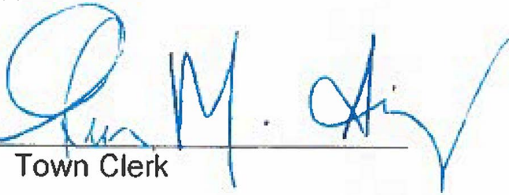
By: _____
Deputy Mayor

By: _____
County Deputy Clerk

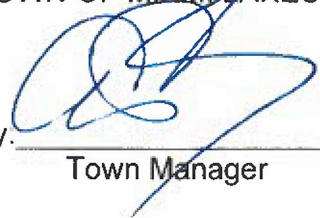
Approved as to form and legal sufficiency:

Assistant County Attorney

ATTEST:

By: 
Town Clerk

TOWN OF MIAMI LAKES

By: 
Town Manager

Approved as to form and legal sufficiency:


Deputy Town Attorney

Exhibit 1

RESOLUTION NO. 24 - 2005

A RESOLUTION OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY TO ALLOW FOR THE INSTALLATION OF NEW STREETLIGHTS ALONG THE INTERSECTION OF N.W. 154th STREET AND N.W. 79th COURT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AUTHORITY; PROVIDING FOR THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. (PIDERMANN)

WHEREAS, Miami-Dade County (the "County") is currently in the process of constructing improvements to the NW 154th Street and NW 79th Court intersection (the "Project"); and

WHEREAS, NW 154th Street and NW 79th Court are roads owned and controlled by the Town of Miami Lakes (the "Town"); and

WHEREAS, the Project will provide two new pedestrian crossings across NW 154th Street and new roadway markings, traffic signals, and street lighting across the intersection necessary to meet current illumination requirements for the intersection; and

WHEREAS, upon completion of the Project the County has requested that the Town at its sole cost and expense, provide maintenance, repairs and replacement of the new street lighting; and

WHEREAS, the County will install approximately seven (7) new streetlights, whose replacement cost is approximately five thousand (\$5,000) per location; and

WHEREAS, in order to move forward with the Project, it is necessary for the Town to enter into an interlocal agreement in substantially the same form as attached hereto as Exhibit "A."; and

WHEREAS, the Town Manager believes that it is in the best interest of the Town to enter into an interlocal agreement for completion of the Project.

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

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

Section 2. Executing the Interlocal Agreement with Miami-Dade County. The Town Council approves entering into an interlocal agreement with Miami-Dade County for improvements along the intersection of NW 154th Street and NW 79th Court, in substantially the same form as Exhibit "A" attached hereto.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee, and the Town Attorney(s) are authorized to take any action necessary carry out this resolution, including the execution of any agreements, amendments, or documents.

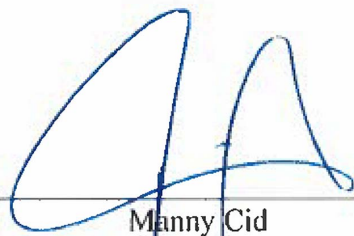
Section 4. Authorizing the Expense of Budgeted Funds. The Town Manager and/or his designee are authorized to expend budgeted funds.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

Passed and adopted this 9th day of July 2024.

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

Mayor Manny Cid	Absent
Vice Mayor Tony Fernandez	Yes
Councilmember Luis E. Collazo	Yes
Councilmember Josh Dieguez	Yes
Councilmember Ray Garcia	Yes
Councilmember Bryan Morera	Yes
Councilmember Marilyn Ruano	Yes


Manny Cid
MAYOR

Attest:


Gina M. Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:


Lorenzo Cobiella
Gastesi, Lopez and Mestre, PLLC
DEPUTY TOWN ATTORNEY