

MEMORANDUM

Agenda Item No. 8(N)(2)

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

DATE: September 3, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving an Intergovernmental Agreement between Miami-Dade County and the Town of Miami Lakes to allow the installation and maintenance of decorative street lighting at the intersection of Cow Pen Road and Miami Lakes Drive; allowing the County to install and the Town of Miami Lakes to maintain such street lighting and authorizing the County Mayor to execute the Intergovernmental Agreement and to exercise all the provisions contained therein, including termination

Resolution No. R-856-25

The accompanying resolution was prepared by the Transportation and Public Works Department and placed on the agenda at the request of Prime Sponsor Senator René García.



Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum



Date: September 3, 2025

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

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Intergovernmental Agreement with Miami Lakes for Installation by Miami-Dade County of Decorative Streetlights

Executive Summary

The purpose of this item is for the Board of County Commissioners (Board) to approve an Intergovernmental Agreement (Agreement) between the Town of Miami Lakes (Town) and Miami-Dade County (County) for the County to install and for the Town to maintain decorative streetlights. The project scope consists of the installation of a new traffic signal device and decorative streetlight system, consisting of seven light poles and fixtures, at the intersection of Cow Pen Road and Miami Lakes Drive. Under the Agreement, there is no fiscal impact to the County as the Town assumes sole responsibility for payment of the decorative streetlight system.

Recommendation

It is recommended that the 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, allows the County to install and the Town to maintain the decorative streetlights at the intersection of Cow Pen Road and Miami Lakes Drive.

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

There is no fiscal impact to the County since the Town will be financially responsible for the excess differential between the County's standard streetlights and the Town's requested decorative streetlights as well as for all maintenance costs.

Track Record/Monitor

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

Background

The Town passed Resolution No. 24-2019 (attached as Exhibit A to the Agreement) allowing the Town Manager to enter negotiations with the County for lighting improvements at the intersection of Cow Pen Road and Miami Lakes Drive. The County will install the decorative streetlights and the Town will be financially responsible for the excess differential between the County's standard streetlights and the decorative streetlighting as well as maintain the lighting system. This installation is part of a larger County project for improvements (new pedestrian crossings, roadway markings, and traffic signals) to Cow Pen Road at NW 154 ST. The Town shall be responsible for all costs and duties related to facilitating the installation and maintenance of the decorative streetlights.



Jimmy Morales
Chief Operating Officer

**INTERGOVERNMENTAL AGREEMENT TO ALLOW INSTALLATION BY THE
COUNTY OF DECORATIVE STREET LIGHTS AND FOR THE TOWN OF MIAMI
LAKES TO MAINTAIN SUCH LIGHTING SYSTEM**

THIS INTERGOVERNMENTAL AGENCY AGREEMENT TO ALLOW THE INSTALLATION OF DECORATIVE STREET LIGHTS BY THE COUNTY AND FOR THE TOWN OF MIAMI LAKES TO MAINTAIN SUCH LIGHTING SYSTEM ("Agreement") is made and entered into this ____ day of _____, 2025, 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 Cow Pen Road and Miami Lakes Drive; and

WHEREAS, Cow Pen Road and Miami Lakes Drive are municipal roads maintained by the Town of Miami Lakes; and

WHEREAS, street lighting is required as part of the new traffic signal design based on County standards; and

WHEREAS, the County has a proposed signal project at the intersection, and while it normally does not install street lighting on municipal roads, it agrees to install the street lighting as part of such proposed project; and

WHEREAS, the Town wishes to enhance the aesthetics within the Town's limits; and

WHEREAS, the Town and County herein wish to facilitate the implementation of street lighting within the right-of-way of the intersection a Cow Pen Road and Miami Lakes Drive, hereinafter referred to as the "Project" described as follows:

The Project scope consists of the installation of a new traffic signal and new decorative streetlight system at the intersection of Cow Pen Road and Miami Lakes Drive consisting of 7 lights poles and fixtures; and

WHEREAS, the Town agrees to remove existing street light poles in conflict with the project as identified in plans in anticipation to the Project's construction; and

WHEREAS, the Town agrees to pay the excess differential between the County's standard street lights and the Town's requested decorative street lights; and

WHEREAS, the Town shall, at its sole cost and expense, maintain, repair, and replace, as necessary, the proposed decorative streetlight system in a like manner to that of the street lights currently existing along Miami Lakes Drive; and

WHEREAS, the Town shall, at its sole cost and expense, remove, and disconnect, existing streetlights as specified on plans before the County begins the proposed project; 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. The decorative street lights may be installed on municipal and County roads per Manual of Uniform Traffic Control Devices ("MUTCD")-Official Ruling 3(09)-24(I) – Decorative streets lights.

Section 3. Standards. All decorative street lights 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 Town assumes sole and complete responsibility for payment of the excess needed to fund the decorative street light system that is to be installed by the County at the Project location within Town boundaries. If the Town 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 Town assumes sole and complete

responsibility for the maintenance of the decorative street light system that is installed by the County at the Project location within Town boundaries. If the Town fails to maintain the decorative street lights, 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 installation, operation or maintenance of the decorative street lights, 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 lights.

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. Public Records. The Town 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 Town shall immediately remove any decorative street lights that are not in compliance with the terms of this Agreement at the Town sole cost and expense. Failure to carry out any of the duties and responsibilities assumed herein by the Town 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 Town or the County may, in their respective sole and complete discretion, terminate this Agreement, with or without cause and/or 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 decorative street light system installed by the Town while this Agreement was in effect. Prior to the termination of this Agreement, however, the Town may elect to remove any one or all decorative street light system installed by the County, provided the Town shall restore the roadway and area in which the decorative streetlight system was 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: 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
Edward Pidermann, ICMA-CM, Town Manager
6601 Main Street
Miami Lakes, FL 33014

With a copy to:

Town of Miami Lakes

Raul Gastesi, Town Attorney
8105 NW 155 Street
Miami Lakes, FL 33016

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 of the Court, and Comptroller

By: _____
Deputy Mayor

By: _____
County Deputy Clerk

Approved as to form and legal sufficiency:

Assistant County Attorney

ATTEST:

TOWN OF MIAMI LAKES

By: 
Town Clerk

By: 
Town Manager

Approved as to form and legal sufficiency:

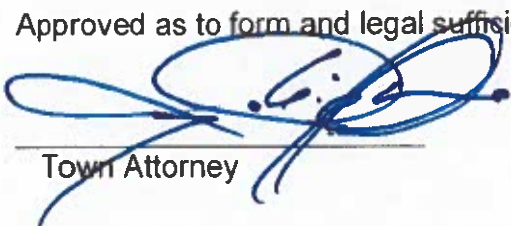

Town Attorney

Exhibit A

RESOLUTION NO. 24-2019

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 COW PEN ROAD AND MIAMI LAKES DRIVE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AUTHORITY; PROVIDING FOR THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Miami-Dade County (the "County") is currently in the process of constructing improvements to the Cow Pen Road and N.W. 154th Street intersection (the "Project"); and

WHEREAS, Cow Pen Road and N.W. 154th Street are roads owned and controlled by the Town of Miami Lakes (the "Town"); and

WHEREAS, the Project will provide a new pedestrian crossings across NW 154th Street and new roadway markings, traffic signals and street lighting across the intersection that will provide 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 seven (7) new streetlights and the Town will remove three (3) older street lights, whose replacement cost is approximately Seven Thousand Dollars and 00/100 (\$7,000) 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 Cow Pen Road and N.W. 154th Street, 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.

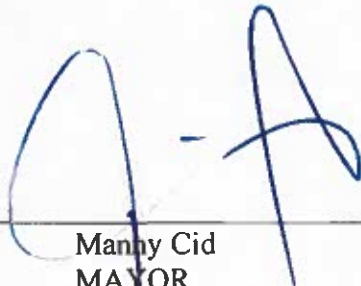
Section 4. Authorizing the Expense of Budgeted Funds. The Town Manager and/or his designee are authorized to expend budgeted funds.

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

Passed and adopted this 13th day of August 2024.

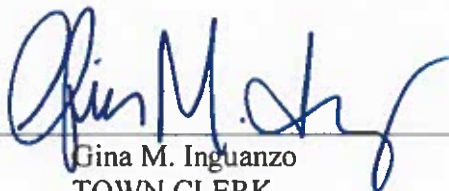
The foregoing resolution was offered by Vice Mayor Fernandez who moved its adoption. The motion was seconded by Councilmember Morera and upon being put to a vote, the vote was as follows:

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



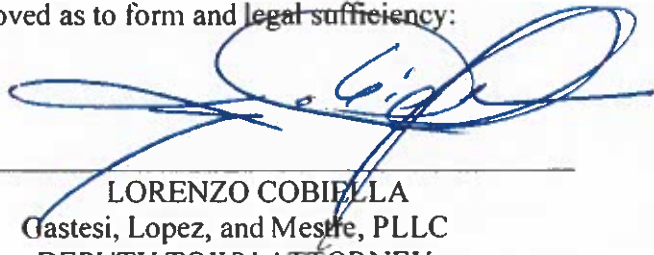
Manny Cid
MAYOR

Attest:



Gina M. Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:



LORENZO COBIELLA
Gastesi, Lopez, and Mestre, PLLC
DEPUTY TOWN ATTORNEY



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)(2)

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)(2)
9-3-25

RESOLUTION NO. R-856-25

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF MIAMI LAKES TO ALLOW THE INSTALLATION AND MAINTENANCE OF DECORATIVE STREET LIGHTING AT THE INTERSECTION OF COW PEN ROAD AND MIAMI LAKES DRIVE; ALLOWING THE COUNTY TO INSTALL AND THE TOWN OF MIAMI LAKES TO MAINTAIN SUCH STREET LIGHTING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE INTERGOVERNMENTAL AGREEMENT AND TO EXERCISE ALL THE PROVISIONS CONTAINED THEREIN, INCLUDING TERMINATION

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

WHEREAS, the Town of Miami Lakes (Town) has requested authority to allow installation and maintenance of decorative streetlights within existing public right-of-way located in Miami-Dade County (County) at the intersection of Cow Pen Road and Miami Lakes Drive; and

WHEREAS, the Town and County are mutually desirous of providing assurances that the County will incur no costs for the installation or maintenance of such street lighting and that the Town will be financially responsible for the excess differential between the County's standard streetlights and the Town's requested decorative streetlights as well as for all maintenance costs; and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying County Mayor's memorandum, a copy of which is incorporated herein by reference,

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 Intergovernmental Agreement between Miami-Dade County and the Town of Miami Lakes, in substantially the form attached to the County Mayor's memorandum, to allow the County to install and the Town of Miami Lakes to maintain decorative street lighting at the intersection of Cown Pen Road and Miami Lakes Drive and further allowing the Town to fund the excess differential of installation and maintenance of decorative street lighting at the intersection of Cow Pen Road and Miami Lakes Drive.

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

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.

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

Lauren E. Morse