

Date: September 1, 2026

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

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Resolution Retroactively Ratifying a Memorandum of Agreement between Miami-Dade County and the Florida Department of Transportation for the Non-Motorized Traffic Monitoring Program.

Agenda Item No. 8(H)(2)

Resolution No. R-738-26

Executive Summary:

This item seeks approval from the Board of County Commissioners (Board) to retroactively ratify a Memorandum of Agreement (MOA) between Miami-Dade County (County) and the Florida Department of Transportation (FDOT) for participation in the statewide Non-Motorized Traffic Monitoring Program (Program). The term of the MOA is from September 24, 2025 to September 23, 2026. This MOA was originally developed as part of a larger agreement with the Department of Transportation and Public Works (DTPW) as a co-applicant. It was subsequently determined that each department would execute separate MOAs with the Florida Department of Transportation (FDOT), requiring additional time to prepare the revised agreements.

Pursuant to the MOA, FDOT has installed and will continue to maintain and fund counter system hardware at two County-owned trail locations within the Florida Shared-Use Nonmotorized (SUN) Trail Network to collect bicycle and pedestrian volume data. The County's role and responsibilities are limited to approving installation locations and coordinating scheduling activities. This item also seeks authorization for the Mayor or the Mayor's designee to enter into future MOAs for FDOT to install additional counter systems on County-owned trails within the SUN Trail Network. Participation in this Program enhances Trail Network planning and advances the County's Vision Zero goals by providing high-quality, continuous non-motorized traffic data on key trail corridors.

Recommendation:

It is recommended that the Board approve the attached resolution, pursuant to sections 2-9 and 2-10 of the Miami-Dade County Code and retroactively ratify the execution of the MOA (Attachment A) between the County and FDOT for the continued maintenance and operation by FDOT of two existing counter systems located on County-owned trails within the SUN Trail Network. This item also seeks authorization for the Mayor or the Mayor's designee to enter into future MOA with FDOT for the installation and maintenance of counter systems on County-owned trails within the Florida SUN Trail Network, provided that such agreements have no fiscal impact to the County and have been approved as to form and legal sufficiency by the County Attorney's Office.

Scope:

The two counter system sites are located on County-owned trails within the SUN Trail Network. The first site is located on the Atlantic Greenway Trail, within Haulover Park, at 10800 Collins Avenue, operated by the Miami-Dade County Parks, Recreation and Open Spaces Department (PROS), and within Commission District 4, represented by Commissioner Micky Steinberg. The second site is located on

South Dade Trail at West Palm Drive, within Florida City, Florida, operated by the Miami-Dade County Department of Transportation and Public Works (DTPW), and within Commission District 9, represented by Commissioner Kionne L. McGhee. As these County-owned trails serve residents throughout Miami-Dade County, the impact of this item is countywide.

Delegation of Authority:

This item ratifies the MOA between the County and FDOT and authorizes the County Mayor or County Mayor's designee to implement the terms of the MOA, exercise termination rights and other contractual remedies, execute amendments and other documents necessary to effectuate the purposes of the MOA, following approval by the County Attorney's Office as to legal sufficiency provided that the County Mayor or Mayor's designee are only delegated the authority to execute amendments that do not have a negative fiscal impact on the County. This item also seeks delegated authority for the County Mayor or County Mayor's designee to enter into substantially similar MOAs with FDOT for the installation and maintenance of counter systems on County-owned trails within the Florida SUN Trail Network provided that the agreements are reviewed by the County Attorney's Office for legal sufficiency and do not create a negative fiscal impact on the County.

Fiscal Impact/Funding Source:

This item will not have a fiscal impact on the County. FDOT will continue to fund all costs associated with acquisition, installation, maintenance, and removal of the counter system hardware. FDOT is responsible for restoring project sites upon termination of the MOA. The County has received access and will continue to receive access to the non-motorized traffic data collected through the Program at no cost.

Track Record/Monitor:

FDOT administers the Program and has established agreements with qualified vendors for installation and maintenance of counter systems. Irene Cambeyro Gonzalez, Park Planner II, Parks, Recreation and Open Spaces Department will monitor compliance with the terms and conditions of the MOA.

Background:

FDOT established the Program to collect and share bicycle and pedestrian volume data to support planning, design, programming, and maintenance decisions related to trails and non-motorized infrastructure. The Program utilizes continuous counting technology, including side-fire infrared devices and inductive loops, to detect and record non-motorized traffic 24 hours per day, seven days per week. The installation of the counter systems does not interfere with the use of the trails.

FDOT installed counter systems at two sites on County-owned trails within the Florida SUN Trail Network identified in Attachment A. This item seeks ratification of that prior agreement for the continuation of the Program. FDOT assumes full responsibility for acquisition, installation through qualified vendors, routine maintenance (including battery and sensor replacement), and removal of the counter systems upon expiration of the equipment's useful life or termination of the MOA. The County's roles and responsibilities are limited to approving installation locations and coordinating scheduling activities.

Attachment A: Memorandum of Agreement.

Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners
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A handwritten signature in black ink, reading "Roy Coley". The signature is written in a cursive style with a large, stylized "R" and "C".

Roy Coley
Deputy Mayor

Attachment A

**FDOT Non-Motorized Traffic Monitoring Program
Continuous Counting Hardware**

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 Miami-Dade County, via the Parks, Recreation and Open Spaces Department, hereinafter referred to as the "County". The Department and the County are collectively referred to as the "Parties," each being a "Party."

RECITALS:

- A. WHEREAS, the Department developed a statewide Non-Motorized Traffic Monitoring Program (the "Program") with the purpose of collecting and maintaining statistically valid bicycle and pedestrian volume data that would allow the Department to calculate the statistics for annual publication to serve all Department's data customers and partner agencies;
- B. WHEREAS, the data obtained from the Program may be used for various types of analyses such as planning, designing, and programming facilities, pavement, and trail maintenance, and as a result, the Department seeks to continue expanding said Program;
- C. WHEREAS, the County benefits from the installation of a non-motorized continuous counting hardware ("Counter System") in its right-of-way and this would expedite the advancement of the Program;
- D. WHEREAS, the County seeks and has agreed to participate in the Program by assuming the responsibilities set forth in Section 3.1 of this Agreement;
- E. 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 shall be responsible for administering all work performed under this Agreement and for complying with the terms of this Agreement. 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.
- 1.2. The Department will submit to the County the proposed locations of the Counter System for the County's final approval. The County must provide a primary contact for the project to the Department upon signing this Agreement.

- 1.3. The Department will ensure the installation of the Counter System is performed by the Department's selected vendor in accordance with the Counter System manufacturer's instructions and applicable federal, state, and local guidelines.
- 1.4. The Parties agree that the provisions of this Agreement will be applicable to the installation of other Counter Systems by the Department, if any. Any future installation of additional Counter Systems by the Department within the County parks or greenways' right-of-way, shall be subject to the written approval of the County. This Agreement shall not preclude or prohibit the County from installing any Counter Systems within the County parks or greenways' right-of-way, in which case the County agrees to share any data collected therefrom with the Department at no cost.
- 1.5. Any amendments to this Agreement or its terms will be agreed upon in writing by the Parties prior to being implemented.

2. SCOPE OF PROJECT

- 2.1. This partnership includes agreement upon distributed responsibilities between the Department and the County. The Department will acquire the Counter System equipment described in section 3.2.1 of this Agreement. The Parties will coordinate the installation of the Counter System equipment at the project sites located at **South Dade Trail at W Palm Dr (25.461915, -80.482338)** and **Atlantic Greenway Trail at Altair Beach (25.909051, -80.122170)**. The Counter System equipment, during the term of this Agreement as defined in section 4 of this Agreement, will detect and record non-motorized traffic 24 hours a day.
- 2.2. At the end of the term of this Agreement, the Department, at no cost to the County, shall remove the Counter Systems following consultation with the County.

3. ROLES AND RESPONSIBILITIES

- 3.1. The County agrees to:
 - 3.1.1. Upon coordination and approval, approve Counter System installation locations, see 2.1.
 - 3.1.2. Coordinate with the Department or with Department's selected vendor to schedule the date for Counter System installation.
- 3.2. The Department agrees to:
 - 3.2.1. Provide the Counter System equipment for the project, which consists of a side fire infrared device and inductive loops and have it available on the project site for installation purposes within reasonable time of execution of this Agreement.
 - 3.2.2. Locate Utilities, if necessary, for Counter System installation.
 - 3.2.3. Conduct Counter System field test prior to field deployment.
 - 3.2.4. Test for environmental interference with Counter System.
 - 3.2.5. Determine final Counter System location.
 - 3.2.6. Provide Counter System installation through its selected vendor.
 - 3.2.7. Conduct site inspection and certification after installation.
 - 3.2.8. Provide routine Counter System maintenance which may include battery upkeep and replacement of Counter System parts such as solar panels, infrared sensor, piezoelectric sensors, batteries, etc.
 - 3.2.9. At no cost to the County, remove the Counter System at the termination of the Agreement.

4. TERM

- 4.1. This Agreement shall commence upon the date of the last signature and shall remain in effect for a period of three hundred sixty-four (364) calendar days thereafter, unless terminated earlier in accordance with this Agreement. The Parties may extend this Agreement for additional term(s) upon mutual written agreement prior to the expiration of the current term. Upon expiration or termination of this Agreement, the Department shall remove the Counter System and all associated equipment and restore the project sites to their pre-installation conditions.

5. MAINTENANCE

- 5.1. The Department and/or its agent shall assume all maintenance responsibilities, at no cost to the County, for the Counter System for the term of this Agreement.
- 5.2. Expected routine maintenance responsibilities may include battery replacement, removing obstructions or equipment hazards on or near the Counter System, and monitoring the security of the Counter System. The County shall make its best efforts to ensure its agents, contractors, and subcontractors do not perform activities which may interfere with the Counter System's condition or functionality. Notwithstanding the foregoing, the County reserves the right, at its sole discretion, to take any actions or implement any changes necessary to address safety concerns, operational issues, or to prevent or mitigate interference with general park use. The County will coordinate with the Department or with the Department's selected vendor to ensure safe conditions within the park's site.
- 5.3. The Department will provide the County access to the data collected by the Counter System during the term of this Agreement. This data will continue to be subject to the Department's formats and standards as defined by the Program.

6. TERMINATION

- 6.1. This Agreement is meant to work as an equal partnership and as such, both the Department and the County are expected to comply with all the provisions of this Agreement. If at any time either Party breaches the provisions on this Agreement, the Agreement may be terminated if, (1) within thirty (30) calendar days of the breach, the non-breaching Party provides written notice of the breach to the breaching Party, and (2) the breaching Party does not come into compliance within thirty (30) calendar days of receiving said written notice.
- 6.2. Either Party may unilaterally terminate this Agreement for convenience with a 30-day written notice of intent to terminate. In the event of termination, the County will receive all data collected up to the day of termination, and the Department will remove the Counter Systems and restore County's project sites as described in section 4.2 of this Agreement.

7. INDEMNIFICATION

- 7.1. To the extent provided by law, the County shall indemnify, defend and hold harmless the Department, its officers, agents or employees, against any action, claim, loss, damage, cost, charge, or expense arising out of, relating to, or resulting from any act, error, omission, negligent or wrongful act(s) of the County, or any of its officers, agents or employees, acting within the scope of their office or employment, in connection with this Agreement, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the County's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by the County to indemnify the Department, its officers, agents or employees for any action, claim, loss, damage, cost, charge, or expense solely arising out of any act, error, omission, negligent or wrongful act(s) of the Department its officers, agents or employees in

connection with this Agreement.

- 7.2. To the extent provided by law, the Department shall indemnify, defend and hold harmless the County, its officers, agents or employees, against any action, claim, loss, damage, cost, charge, or expense arising out of, relating to, or resulting from any act, error, omission, negligent or wrongful act(s) of the Department, or any of its officers, agents or employees, acting within the scope of their office or employment, in connection with this Agreement, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by the Department to indemnify the County, its officers, agents or employees for any action, claim, loss, damage, cost, charge, or expense solely arising out of any act, error, omission, negligent or wrongful act(s) of the County its officers, agents or employees in connection with this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) below:

MIAMI-DADE COUNTY

SIGNED BY: _____

Roy Coley

PRINT NAME: Roy Coley

TITLE: Chief Utilities and Regulatory Services Officer

DATE: 9/22/25

FLORIDA DEPARTMENT OF TRANSPORTATION

SIGNED BY: _____

DocuSigned by:
Ed Hutchinson
85A00D01E09843E...

Ed Hutchinson

TITLE: Transportation Data and Analytics Office Manager

DATE: 09/24/2025 | 3:57 PM EDT

Legal Review: _____

DocuSigned by:
Giselle Justo
DOF39D9F5E4D418...

Giselle Justo

DATE: 09/24/2025 | 3:55 PM EDT

Memorandum



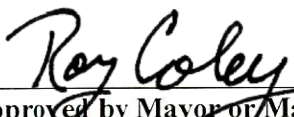
Date: June 29, 2026
To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners
From:  Christina White, Director
Parks, Recreation and Open Spaces Department
Subject: Request to Process Late Departmental Agenda Item

I am requesting that the following item be processed for agenda placement on the July Committee Cycle:

RESOLUTION RATIFYING, PURSUANT TO SECTIONS 2-9 AND 2-10 OF THE CODE OF MIAMI-DADE COUNTY, AN AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION, FOR THE INSTALLATION AND MAINTENANCE OF TWO COUNTER SYSTEMS ON COUNTY-OWNED TRAILS WITHIN THE FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL NETWORK; DELEGATING TO THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE THE AUTHORITY TO ENTER INTO FUTURE AGREEMENTS WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION TO INSTALL AND MAINTAIN COUNTER SYSTEMS ON COUNTY-OWNED TRAILS WITHIN THE FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL NETWORK

Although this item did not meet the noticed agenda deadline and is being submitted to the Agenda Coordination Office after the deadline, it is time-sensitive and important to the Parks, Recreation and Open Spaces Department's participation in the Florida Department of Transportation's (FDOT) statewide Non-Motorized Traffic Monitoring Program. The program collects and shares bicycle and pedestrian volume data to support planning, design, programming, and maintenance decisions related to trails and other non-motorized infrastructure.

Therefore, please process the item notwithstanding that the 3-day rule may be applicable to it. I am aware that this item is subject to approval for placement on the agenda by the appropriate committee chairperson as well as the BCC Chairman, and review by the Office of the County Attorney.


Approved by Mayor or Mayor's Designee

Roy Coley
Print Name


Approved by Legislative Director or Designee

Demetria Henderson
Print Name

c: Geri Bonzon-Keenan, County Attorney
CAOagenda@miamidadegov
Eugene Love, Agenda Coordinator

MDC009



MEMORANDUM

(Revised)

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

DATE: September 1, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(H)(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**
- _____ **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 *Daniella Lami Cova* Mayor
Veto _____
Override _____

Agenda Item No. 8(H)(2)
9-1-26

RESOLUTION NO. R-738-26

RESOLUTION RATIFYING, PURSUANT TO SECTIONS 2-9 AND 2-10 OF THE CODE OF MIAMI-DADE COUNTY, AN AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION, FOR THE INSTALLATION AND MAINTENANCE OF TWO COUNTER SYSTEMS ON COUNTY-OWNED TRAILS WITHIN THE FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL NETWORK; DELEGATING TO THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE THE AUTHORITY TO ENTER INTO FUTURE AGREEMENTS WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION TO INSTALL AND MAINTAIN COUNTER SYSTEMS ON COUNTY-OWNED TRAILS WITHIN THE FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL NETWORK

WHEREAS, This Board desires to accomplish the purposes outlined in the accompanying 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 this Board:

Section 1. Retroactively ratifies and approves a Memorandum of Agreement between Miami-Dade County and the Florida Department of Transportation, for a term of less than one year term for participation in the statewide Non-Motorized Traffic Monitoring Program in substantially the form attached hereto as Attachment A.

Section 2. Delegates to the County Mayor or Mayor's designee the authority to enter into similar future agreements with the Florida Department of Transportation to install and maintain counter systems on County-owned trails within the Florida Shared-Use Nonmotorized Trail Network upon approval by the County Attorney's Office for legal sufficiency and provided that any future agreements do not have a negative fiscal impact on the County.

The foregoing resolution was offered by Commissioner **Roberto J. Gonzalez** ,
who moved its adoption. The motion was seconded by Commissioner **Micky Steinberg**
and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of September, 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: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in blue ink, appearing to read "BED", is written over a horizontal line.

Brianna E. Donet