

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY OF MIAMI BEACH TO ACCEPT A DONATION FROM ROADYS, OF AN AUTOMATED BICYCLE AND PEDESTRIAN COUNTER ("COUNTER") VALUED AT APPROXIMATELY \$7,500, TO BE INSTALLED AND MAINTAINED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT"), TO MONITOR THE VOLUME OF BICYCLISTS AND PEDESTRIANS TRAVELING ALONG THE CITY'S MIDDLE BEACH RECREATIONAL CORRIDOR; AND, FURTHER, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH FDOT FOR THE INSTALLATION AND MAINTENANCE OF THE COUNTER, AND FOR DATA SHARING PURPOSES, AT NO COST TO THE CITY.

WHEREAS, the City of Miami Beach (the "City") promotes the safe and convenient use of its bicycle and pedestrian networks by creating, extending, and improving bicycle and pedestrian facilities along important transportation corridors; and

WHEREAS, according to the City's 2017 community-wide greenhouse gas ("GHG") emissions inventory, emissions from the combustion of gasoline and diesel for transportation accounted for 19% of the City's GHG emissions; and

WHEREAS, reducing car trips by encouraging the use of other modes of transportation can significantly reduce the City's carbon footprint; and

WHEREAS, pursuant to Resolution No. 2016-29371, the City adopted a Transportation Master Plan to enhance bicycle and pedestrian mobility within the City, and to facilitate access for all modes of transportation; and

WHEREAS, accurate pedestrian and bicycle traffic data is necessary for the City to plan, design, manage, and monitor the use of the City's transportation networks; and

WHEREAS, the Florida Department of Transportation ("FDOT") has a Statewide Non-Motorized Traffic Monitoring Program which supports planning for alternative modes of transportation; and

WHEREAS, FDOT's Statewide Non-Motorized Traffic Monitoring Program has a bicycle and pedestrian counting program which provides data for planning and programming, safety studies, pavement and trail maintenance, amongst others; and

WHEREAS, accurate pedestrian and bicycle traffic data is necessary for the City, as well as the FDOT, to plan, design, manage, and monitor the use of the City's transportation networks; and

WHEREAS, Roadys is a recognized leader in traffic data solutions, including pedestrian/bicyclist data and control systems, and

WHEREAS, Roadys advocates for the protection of walking, biking, and trail networks, as well as the development of new networks; and

WHEREAS, Roadys wishes to donate an automated bicycle and pedestrian counter ("counter") to the City, so that the City and FDOT may collect data on bicycle and pedestrian traffic, and so that the City and the FDOT may jointly use such data for research and planning purposes; and

WHEREAS, FDOT will be responsible for installing, monitoring, and providing routine maintenance to the counter; and

WHEREAS, Roadys will donate the counter, at no cost to the City, for installation on the City's Middle Beach Recreational Corridor.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and the City Commission hereby approve and authorize the City to accept a donation from Roadys, of an automated bicycle and pedestrian counter valued at approximately \$7,500, to be installed and maintained by FDOT, to monitor the volume of bicyclists and pedestrians traveling along the City's Middle Beach Recreational Corridor; and, further, approve and authorize the City Manager to execute an agreement with FDOT for the installation and maintenance of the counter, and for data sharing purposes, at no cost to the City .

PASSED AND ADOPTED this ____ day of _____, 2019.

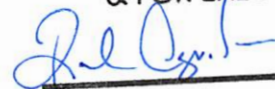
Attest:

Dan Gelber, Mayor

Rafael E. Granado, City Clerk

(Sponsored by Commissioner Mayor Dan Gelber)

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney

10-7-19

Date

NK

FDOT Non-Motorized Traffic Counting Hardware

Memorandum of Agreement

September 25, 2019

This Memorandum of Agreement (MOA), 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 "City of Miami Beach," hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the Department seeks to establish a statewide Non-Motorized Traffic Monitoring Program (the "Program"); and

WHEREAS, the City has agreed to participate in data collection needs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and

WHEREAS, in conjunction with the Program, the parties desire to memorialize their respective obligations relating to the installation, ownership, and maintenance of non-motorized traffic counting hardware (each, a "counter device"); and

NOW, THEREFORE, the parties hereto shall approve this Agreement within sixty (60) days of receipt of this Agreement. In the event the City fails to approve said Agreement within sixty (60) days of receipt, the City forfeits its access to the installation offered by the Department as hereinafter stated.

This Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

The City shall be responsible for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the City and/or its agents. The City may select any agent with which it has established agreements or contracts equal to the terms of the Agreement. Such agents may include employees of the City or a contractor qualified and approved to perform the work described in this Agreement.

The Department and/or its agents will provide technical oversight to guide the City and/or its agent. The City and/or its agent must provide a primary contact for the program to the Department upon approving this Agreement.

The Department and/or its agent shall complete installation activities described in the project exhibits by November 30, 2019 or as close to this date and/or agreed upon deadlines by the City and/or its agent. The Department and/or its agent will complete these installation activities at no cost to the City. Should other installation locations be agreed upon in the future by the City and the Department during the term of this Agreement, this Agreement and all of its provisions will remain in effect and will apply to the other installation locations.

Both the Department and the City are expected to comply with the provisions of this Agreement. If at any time either party has demonstrated grounds for noncompliance with this Agreement, the Agreement may be terminated immediately in writing. Additionally, this Agreement is terminable for convenience by either party, for any reason whatsoever, provided that 30 days' written notice has been given.

Any administrative modifications 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 administrative modifications to the Office Manager of the Department's Transportation Data Analytics (TDA) Office.

2. SCOPE OF PROJECT

This Agreement includes distributed responsibilities by the Department and/or the City (or its designated agent), and provision of a counter device from a third party. The City shall own and remain responsible for the counter device itself, while the Department is responsible for installing, monitoring, and providing routine maintenance on the counter device. The parties hereto may mutually agree to procure and/or install additional counter devices, which shall be subject to the provisions of this Agreement. Any such counter devices and installation locations must be identified and selected in

accordance with the Department's Non-Motorized Traffic Monitoring Program. In addition to the counter device proposed to be installed along the City's Middle Beach Recreational Corridor (near the 53rd Street beach entrance), which has already been approved by the Department, the City will submit candidate sites to the Department for approval prior to the installation of any additional counter device. Both parties will have, and will provide each other with, access to the raw data collected by each counter device.

The City will provide the Department and/or its agents with the counter device and other related hardware to be installed.

3. USEFUL LIFE

The Useful Life of this equipment is determined to be a term of up to ten (10) years, commencing on the date of installation of each counter device. The term of this Agreement shall be consistent with the Useful Life of any active counter device(s). Whenever a counter device is no longer operable, it will be within the City's sole and absolute discretion to determine whether to obtain a replacement counter device. If the City obtains a replacement counter device, the Department will install and provide routine maintenance on the replacement counter device.

4. RIGHT TO INSPECT

Either party shall have the right to inspect, test, approve or reject, any portion of the work being performed by the other party or its agent(s) to ensure compliance with the provisions of this Agreement. Any deficiencies inconsistent with the Department's data collection protocols or Traffic Monitoring Handbook specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

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

5. MAINTENANCE

The Department and/or its agent, shall assume all routine maintenance responsibilities for the counter device. The Department (or its agent) will require written approval from the City to inspect or otherwise access the counter device.

Expected routine maintenance responsibilities may include battery replacement, removing obstructions or equipment hazards on or near the equipment, and monitoring the security of the counter device. The City and/or its agent(s) should ensure that it does not perform any activities which may interfere with the counter device's condition or functionality.

The City and the Department will continue to provide each other access to the data collected by the counter device during the Useful Life of the equipment. This data will continue to be subject to the Department's formats and standards as defined by its Non-Motorized Traffic Monitoring Program.

6. OWNERSHIP

The City and/or its agent will maintain ownership of the counter device (s). Each party will be held to the terms of this Agreement through the Useful Life of the counter device (s). In the event of a malfunction of a counter device, the City and/or its agent shall have the sole and absolute discretion to determine whether and by what means to procure or otherwise obtain a replacement counter device. In the event that the City obtains a replacement counter device, during the term of the original device's Useful Life, the Department agrees to install and maintain the replacement counter device for the duration of the replacement device's Useful Life.

CITY OF MIAMI BEACH

SIGNED BY: _____

TITLE: _____

DATE: _____

FLORIDA DEPARTMENT OF TRANSPORTATION

SIGNED BY: _____

DATE: _____

APPROVED BY TRANSPORTATION DATA AND ANALYTICS OFFICE MANAGER: _____ (Date)

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

Bob Smith
City Attorney

10-7-19
Date

NK