

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF MIAMI BEACH, FLORIDA AND  
MIAMI-DADE COUNTY**

**REGARDING THE INTELLIGENT TRANSPORTATION SYSTEM AND SMART PARKING SYSTEM PROJECT**

This Memorandum of Understanding (MOU) sets for the terms and understanding between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida 33139 (“City”), and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (“County”) regarding the installation of an Intelligent Transportation System (ITS) and Smart Parking System (SPS) Project in the City of Miami Beach is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2023.

WITNESSETH:

**WHEREAS**, pursuant to Section 2-96.1 of the Miami-Dade County Code, all traffic control and traffic engineering services in Miami-Dade County, with the exception of roads part of the state highway system, are under the exclusive jurisdiction of the County; and

**WHEREAS**, the City and County (“Parties”) desire to deploy an Intelligent Transportation System (ITS) and Smart Parking System (SPS) in the City of Miami Beach (“Project”) for the mutually beneficial purpose of improving the efficiency of transportation operations, minimizing congestion, increasing throughput, and improving parking management using technology; and

**WHEREAS**, the City has selected a Design-Build-Operate-Maintain (“DBOM”) Firm to design, deploy, operate and maintain the ITS and SPS within the City; and

**WHEREAS**, the County has awarded a contract for the Upgrade of the Advanced Traffic Management System to engineer and deploy new traffic controllers and detection systems to upgrade the County’s traffic management capabilities; and

**WHEREAS**, the County has been an active partner in the development of the requirements for the Project as a Technical Steering Committee (“TSC”) member; and

**WHEREAS**, the County, specifically the Miami-Dade County Department of Transportation and Public Works (“MDC-DTPW”), Traffic Signals and Signs (“TSS”) Division, operates computerized motorist information systems which monitor traffic conditions on portions of the County Transportation System and operates and maintains the traffic signal system throughout the County; and

**WHEREAS**, the City has, by proper resolution attached hereto and by reference made a part hereof, authorized its officers to enter into this MOU.

Now therefore, the City and the County agree as follows:

- 1) The recitals set forth above are incorporated herein by reference.
- 2) The City shall contract a qualified DBOM Firm, which shall include Florida Licensed Professional Engineers and Contractors for the design, installation, operation, and maintenance of Project (hereinafter "DBOM Firm").
- 3) The City, through its DBOM Firm, shall apply for and obtain a permit from each applicable governmental entity for each location that is to have an ITS or SPS system installed.
- 4) The City and the DBOM Firm shall comply with all applicable statutes, ordinances, rules, orders, regulations and requirements of federal, state, local governments. Permittee shall, upon request, provide proof of compliance with all applicable required licenses, permits and other legal requirements.
- 5) The City, through its DBOM Firm, shall engineer and install the Project to meet the following requirements:
  - a) The installations shall be in compliance with the requirements set forth by the National Electrical Code ("NEC") and MDC-DTPW.
  - b) For each location, the DBOM Firm shall provide full engineering drawings signed and sealed by a Professional Engineer registered in the State of Florida for review and approval as part of obtaining the required permit. Likewise, markup plans shall be provided at the time of final inspection.
  - c) The DBOM shall take into account the needs for the County's ATMS project, including but not limited to; conduits, conduit capacity, pullboxes, pullbox capacity, structural limitations, etc.
  - d) At project closeout, as-Built plans will be provided.
  - e) Installation of all equipment shall be strictly limited to the mast arm's upright pole or within 5 feet from vertical mast arm's upright as to not adversely affect structural integrity of the mast arm. During installation, final location of devices will be determined based on existing field conditions and coordinated with the County. Any changes to the approved design plans will be reflected in the as-built plans.
  - f) All work must be performed by an approved Miami-Dade County Traffic Signal contractor.
  - g) The DBOM Firm may not place any device or other equipment on County infrastructure without first obtaining the applicable permits. Any devices or other equipment that is placed on County infrastructure by the City or its DBOM Firm which is not permitted shall be removed within seventy-two (72) hours of receipt of written notice from the County. Failure on the part of the City or DBOM Firm to completely remove devices or other equipment within the time period specified above and to restore County property to substantially the condition which existed prior to the installation of the above referenced equipment, the County may, at its option, cause all required

removals, maintenance, repairs, replacements or restorations to be made, whereupon the City shall promptly pay the County all actual and reasonable costs incurred. Additionally, at the County's sole discretion, the County may seek injunctive relief requiring the City to remove said equipment. In the event the County obtains said injunctive relief, the County shall be entitled to recover from the City all actual and reasonable attorney's fees and court costs.

- h) The County reserves the right to deny or revoke a permit for the installation of a device should the County determine the placement of such devices on County traffic equipment is not in the best interest of the County.
- i) Prior to the start of construction, the DBOM Firm shall perform an inspection and inventory of each intersection, photograph and document to the County any existing damage found (conduits, pull boxes, wires, poles or ground system). The DBOM Firm shall be responsible for repairing any damage not previously reported to the County and associated with the DBOM Firm's sole negligence. This excludes damages caused by any other party, force majeure, vehicle collision, and/or vandalism and theft determined to be unrelated to the DBOM Firm's sole negligence
  - i) The DBOM Firm shall maintain, to the extent practicable, the intersection at fully operational functionality throughout the duration of construction and until final acceptance by the County.
  - ii) The DBOM Firm shall send a weekly email to the Miami-Dade County Traffic Signals and Signs Division with the location and asset number of each intersection where the vendor will be working each day.
- j) The Project shall be deployed in accordance with the approved construction documents and permits.
- k) Maintenance of traffic signal during construction shall adhere to the guidelines provided within the DBOM Firm's *Scope of Services for Signal Maintenance during Construction for the Deployment and Installation of Transportation Devices on Existing County Infrastructure*, as amended from time to time. The Scope of Services in effect at the time of the execution of this MOU is attached as Exhibit A.
- l) At each location where a device is permitted to be installed, the City and/or its DBOM Firm shall be responsible for restoring any such sidewalks, signs, pedestrian ramps, underground facilities, and detectable warning surfaces damaged by the DBOM Firm during the course of work at such locations to a state that is substantially equivalent to its preexisting condition. Notwithstanding the aforementioned obligation of the City pursuant to this MOU, it is expressly acknowledged and agreed that the County is solely responsible for the repair and maintenance of its roadways, sidewalks, ground mounted and overhead signs, pedestrian ramps and detectable warning surfaces.

- m) As agreed between the Parties during the meeting on July 22, 2019, device power will be provided through a new, dedicated breaker within the traffic signal cabinet at applicable locations. The devices may collocate on the County's existing electrical service point; however, the City, through the DBOM Firm, will install a separate breaker within the existing County traffic signal cabinet to provide power to the collocated devices. This power isolation assures surges from the City's collocated devices will not affect the County's signal controller or ancillary devices. The maximum power consumption for the City's and County's combined devices within any one cabinet shall not exceed 480W as to not require any electrical service upgrades. If the monthly electric bill is increased due to the additional 480W load, the City will reimburse the County the additional fee. Disclaimer: This clause becomes moot upon activity by the County which causes total load to exceed 480W.
- n) The County has initiated a Closed-Circuit Television (CCTV) Camera program at traffic signals at various locations for the improved management of traffic throughout Miami-Dade County. The County reserves the right to install County CCTV Cameras on any County infrastructure.
- o) The City shall provide the Miami-Dade County Traffic Control Center with command-and-control access of the CCTV camera system installed by the City on County Infrastructure pursuant to this MOU. The City will retain priority control of all devices.
- p) Upon request, the City shall provide the Miami-Dade County Traffic Control Center with access to any readily available data collected by any device installed as part of the Project.
- q) Upon seventy-two (72) hours of receipt of written notice from the County during the Operations and Maintenance (O&M) phase and beyond, the City or designated representative shall present a written mitigation plan for approval by Traffic Signals and Signs Division of Miami-Dade County for the devices determined to be causing problems with the performance of traffic signal electronics or requested by the Florida Department of Transportation for traffic signals on state roads. Following approval by the County, the City shall have seventy-two (72) hours to implement the mitigation or remove the devices at the City's sole cost and expense. Failure on the part of the City to mitigate the malfunction or remove the devices within the time period specified above and to restore County property to substantially the condition which existed prior to the installation of the above referenced equipment, the County may, at its option, cause all required removals, maintenance, repairs, replacements or restorations to be made, whereupon the City shall promptly pay the County all actual and reasonable costs incurred. Additionally, at the County's sole discretion, the County may seek injunctive relief requiring the City to remove said equipment. In the event the County obtains said injunctive relief, the County shall be entitled to recover from the City all actual and reasonable attorney's fees and court costs.
- r) Notwithstanding the aforementioned provision, the County may take any and all actions required to restore a traffic signal to a safe operational state including but not limited to, removing or

disconnecting any installed equipment. The County shall not be responsible for any cost of restoring or reconnecting any equipment at the traffic signal.

- s) All expenses for maintenance, repair, replacement, relocation and removal of the devices associated with the Project shall be the responsibility of the City. Any relocations of devices associated with the needs of a third party user shall be performed at the sole cost of the third party.
- t) The City agrees to indemnify and hold harmless the County from any and all claims arising from the negligence of the City or its officers, employees, agents or instrumentalities or contractors in connection with the installation, operation, or maintenance of the Project's systems. The City shall indemnify, hold harmless, and defend the County and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including actual and reasonable attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the City's performance of this MOU, including the installation, operation, or maintenance of the Project's systems by the City and/or its offices, employees, agents, instrumentalities, or contractors. To that extent, the City shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and actual and reasonable attorneys' fees which may issue thereon. Provided, however, that the indemnification provisions contained in this subsection shall only be to the extent allowable by law, and without waiving any limitation of liability and/or other rights afforded the City as a governmental entity, pursuant to Section 768.28, Florida Statutes. This provision becomes null and void once the Project is suspended, devices removed or upon the expiration of the MOU. Notwithstanding the foregoing, the City's obligation to indemnify the County shall not extend to such claims or losses caused by or arising from the misconduct, negligence or other intentional act of the County or its officers, employees, agents, instrumentalities or contractors; or to claims or losses arising from the misconduct, negligence or other intentional act of a third party.
- u) All devices, traffic control signs, and markings that are installed by the City in accordance with this MOU shall conform to the applicable requirements established by the following publications, as amended from time to time:
  - i) Florida Department of Transportation's Standard Specifications for Road and Bridge Construction.
  - ii) Florida Department of Transportation's Traffic Engineering Manual (TEM).
  - iii) Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation Federal Highway Administration, including the latest revisions.

- iv) Standard Highway Signs, U.S. Department of Transportation, Federal Highway Administration.
  - v) Miami-Dade County Public Works Manual.
- 6) The City shall be responsible for keeping records of any and all system installations and repairs, and furnishing those documents to the County, upon request.
- 7) The County's responsibilities include:
- a) Design Phase: The County shall complete the review of design documentation and permits submitted by the DBOM Firm within thirty (30) business days from the date the design documentation is submitted to the County.
  - b) Construction Phase:
    - i) The City, through the DBOM Firm, is responsible for construction of the Project.
    - ii) The County shall complete the review of construction documentation and permits submitted by the DBOM Firm within thirty (30) business days from the date the construction permit documentation is submitted to the County.
    - iii) The County, at its sole cost and expense, may provide Miami-Dade County signal system technical experts to assist the City, CEI Firm, and DBOM Firm during the Project deployment, in an advisory role when available.
  - c) Operations Phase:
    - i) The City, through the DBOM Firm, is responsible for operation of the Project.
    - ii) The County, at its sole cost and expense, shall upon request provide access to the County's right-of-way and signal infrastructure along the Project corridors/assets to the City and the DBOM Firm for operations of the Project and provide signal system technical support as needed. The City and the DBOM shall not access any County infrastructure without prior notice.
  - d) Maintenance Phase: The County will continue its obligations for all traffic signals and components pursuant to the Traffic Signal Maintenance and Compensation MOU between the County and Florida Department of Transportation (FDOT) dated June 3, 2005, as may be amended from time to time, or under a new MOU between the County and FDOT regarding traffic signal maintenance, during operations and maintenance phases of the Project, with the understanding that the City shall provide the County the opportunity to inspect and request modifications/ corrections, in accordance with the terms of the traffic signal maintenance contract in place at the time of completion/final acceptance of the Project by the City. Furthermore, the County shall provide access to County's right-of-way and signal infrastructure along the Project corridors/assets to the City and the DBOM Firm for maintenance of the Project.
  - e) Post O&M Phase: As long as devices installed by the City under the Project are in place, the County shall, at its sole cost and expense:

- i) Notify the City with written notice at least seventy-two (72) in advance of the start of any planned maintenance and/or construction activities to be performed at any location where Project infrastructure is collocated.
  - ii) Notify the City of any emergency maintenance activities to be performed at any location where Project infrastructure is collocated immediately upon dispatch of County maintenance staff.
- 8) This MOU is for the initial installation of equipment and its maintenance. The upgrade or replacement beyond maintenance of the equipment shall require the execution of an addendum to this MOU or a completely new MOU.
- 9) Notwithstanding any other term in this MOU, nothing shall be deemed to be a waiver of either the City's or the County's immunity or limitation of liability as provided pursuant to Section 768.28 of the Florida Statutes, as may be amended from time to time.
- 10) Either the City or the County may, upon thirty (30) business days written notice to the other, terminate this MOU for cause; provided, however, the City shall be responsible for payment of all work and equipment authorized by the City while this MOU was in effect. Prior to the termination of this MOU; however, the City may elect to cancel any work or equipment orders, provided the City settles all claims and liabilities associated with any stoppages.
- 11) It is understood and agreed between City and County that written notice, addressed as follows, shall be delivered, sent electronically, by facsimile or United States Postal Service mail to:
  - City: City of Miami Beach, Transportation & Mobility Department  
Attn: Director  
1700 Convention Center Drive  
Miami Beach, Florida 33139
  - County: Miami-Dade County Department of Transportation and Public Works – Traffic Signals & Signs Division  
Attn: Frank Aira, P.E.  
7100 NW 36<sup>th</sup> Street  
Miami, Florida 33166

and shall constitute sufficient notice to both Parties to comply with the terms of this MOU. Notices provided in this section shall include all notices and/or requests required in this MOU or required by law. Either Party may, by notice given as aforesaid, change its address and/or addressee for all subsequent notices as either Party may, from time to time, designate by written notice to the other Party. If either Party, at any time during the Term hereof, changes its office address as herein stated, said Party will promptly give notice of same in writing to the other Party.



**IN WITNESS WHEREOF**, the Parties hereto have caused this MOU to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

**CITY OF MIAMI BEACH FLORIDA**

ATTEST:

By: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Assistant County Attorney

Date: \_\_\_\_\_

FOR COUNTY:

**MIAMI-DADE COUNTY**

ATTEST:

By: \_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Deputy Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_