

**RESOLUTION No. 20-223**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE NON-MOTORIZED COUNTER AT THE TURNPIKE TRAIL ALONG NW 117 AVENUE SOUTH OF NW 41 STREET, IN ORDER TO COLLECT BICYCLE AND PEDESTRIAN (NON-MOTORIZED) DATA AT NO-COST TO THE CITY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE MOA; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Florida Department of Transportation's (FDOT) Transportation Data and Analytics Office coordinates the collection of traffic data on all State highways and many highways not on the State Highway System, including daily vehicular counts, vehicle classification, speeds, weight, directional factor, truck factor, and design hour factor; and

**WHEREAS**, FDOT has a new initiative to collect bicycle and pedestrian data as part of their annual data collection effort; and

**WHEREAS**, as part of this new effort, FDOT identified the City of Doral for the potential implementation of a Non-Motorized Counter location in order to publish annual data as part of FDOT's data collection; and

**WHEREAS**, the FDOT and the City of Doral identified the Turnpike Trail along NW 117<sup>th</sup> Avenue south of NW 41<sup>st</sup> Street as the best suitable location in the City for the temporary installation of the counter; and

**WHEREAS**, FDOT will provide the Counter and training and the City will be responsible for the installation and maintenance of the equipment during the data collection effort; and

**WHEREAS**, the Public Works Department feels it is in the best interest of the City to enter into a MOA with FDOT in order for the first time will have actual pedestrian counts which will help both agencies identify patterns, usages, and identify future needs.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

**Section 2. Approval.** The Memorandum of Agreement (MOA) with FDOT for the Non-Motorized Counter, a copy of which is attached hereto as Exhibit "A", is hereby approved.

**Section 3. Authorization.** The City Manager is authorized to negotiate and execute the Memorandum of Agreement (MOA) with FDOT for the Non-Motorized Counter on the behalf of the City.

**Section 4. Implementation.** The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption.

The motion was seconded by Councilmember Cabrera and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 14 day of October, 2020.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
LUIS FIGUEREDO, ESQ.  
CITY ATTORNEY

# EXHIBIT “A”

**FDOT Non-Motorized Traffic Monitoring Program  
Short-Term Counting Hardware (or Short-Term Count)**

**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 the City of Doral hereinafter referred to as the “COD”.

RECITALS:

- A. WHEREAS, the Department seeks to establish a statewide Non-Motorized Traffic Monitoring Program (the “Program”) and seeks to continue the expansion of the Program;
- B. WHEREAS, the COD has agreed to participate in the Program by assuming certain responsibilities in the matter and to the extent set out in this Agreement
- C. WHEREAS, the COD acknowledges that it benefits from the installation of a non-motorized counting device (“Equipment”) in its vicinity;
- D. 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 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. The COD may delegate the performance of its obligations under this Agreement, upon prior written approval from the Department, to an agent who is qualified and approved by the Department to perform the work, which may include a local government member and/or consultant of the COD.
- 1.2.** The Department will provide technical oversight to COD, which may include but is not limited to, site selection and technical assistance with equipment and software. The COD must provide a primary contact for the program to the Department upon signing this Agreement.
- 1.3.** The Department will work with the COD and/or its agent to complete the first installation of the non-motorized counter (“Equipment”) as a form of training to the COD and/or its agent. Any additional Equipment will be installed by the COD and/or its agent, with installation support from the Department as needed.
- 1.4.** Failure on the part of the COD to comply with any of the provisions of this Agreement will be grounds for the Department to terminate its participation, regain possession of the Equipment from the COD

and if applicable, seek repayment for any damages done to the Equipment beyond standard wear and tear.

- 1.5. Any amendments 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 amendments to the Manager of the Department's Transportation Data Analytics (TDA) Office.

## **2. SCOPE OF PROJECT**

2.1. The COD and/or its agent shall be responsible for providing installation approval and access to the proposed short-term count locations. The COD, at its sole expense, shall install, monitor, and inspect the Equipment. All short-term count locations must be identified and selected in accordance with the Department's Non-Motorized Traffic Monitoring Program. The COD will submit a list of potential sites to the Department for written approval prior to the installation of any Equipment. Both parties will provide access to data collected through the Equipment. At the conclusion of the project, the COD will return the Equipment, and other related hardware, to the Department.

2.2. The Department, at its sole expense, will provide the COD with the Equipment and other hardware which shall adhere to the following specifications:

- Capture non-motorized travelers using infrared detectors.
- Capture bicycles using bicycle only road tubes.
- Measure the direction of travel of cyclists.
- Transmit data wirelessly or are required to have data downloaded and sent to the Department.
- Do not have any speed restrictions on capturing data.
- Record count data at 1-hour intervals for a minimum of 2 weeks per location.
- May be removed using readily available tools and street maintenance equipment.
- Include necessary supporting installation equipment such as any enclosure box, screws, cables, nails, road tape etc.
- Include an enclosed secure box or structure with key entry or another unlocking device included.
- Include any necessary cords to connect a field computer or other mobile device to the count device.
- Include a minimum 1-year manufacturer's and/or seller's warranty for all Equipment and software.
- Include a manual describing installation procedures, specifications, and maintenance instructions.
- The Equipment is contained by a waterproof design.
- The Equipment has a battery life of 2 years minimum.
- The Equipment has data compatibility with Microsoft Office Excel (v2010 or later).

## **3. ROLES AND RESPONSIBILITIES**

### **3.1. COD Responsibilities**

1. Locate Utilities, if necessary, for Equipment installation.
2. Set up and manage traffic control, if necessary, for Equipment installation.
3. Clean up site.
4. Approve Equipment installation locations.

5. Meet Department staff on site during Equipment installation training and install, inspect, and monitor Equipment according to technical oversight provided by the Department.
6. Provide the Department with pictures of the first Equipment installation and removal procedure and all subsequent Equipment installation and removal performed during the term of this Agreement.
7. Retrieve and submit data to Department in accordance with Department guidelines.

### **3.2. Department Responsibilities**

1. Conduct Equipment test prior to field deployment.
2. Deliver Equipment to be installed to COD.
3. Test for environmental interference with Equipment.
4. Determine final Equipment placement.
5. Provide Equipment installation and removal training to COD and/or its agent.
6. Conduct diagnostics/compile logger information after installation.
7. Equipment maintenance which may include battery upkeep and replacement of Equipment parts such as screws, nails, hoses, and roadway tape.

### **3.3. Responsibilities for both parties during installation of first Equipment**

1. Bring installation Equipment, which may include: hammer, tape measure, rake, broom, road tape, cones, safety vests, etc.
2. Provide bicycle for testing during Equipment installation training.
3. Provide laptop for finalizing and testing the Equipment.

## **4. CONTRACT TERM; TERMINATION**

**4.1.** The useful life of this Equipment may be up to ten (10) years. This Agreement shall be for a period of five (5) years. Either party may terminate this Agreement at any time with a thirty (30) day written notice of intent to terminate.

**4.2.** In the event of termination, the COD will return all Equipment, and other related hardware, to the Department within seven (7) calendar days of equipment removal. The COD shall not be liable for any damage to the Equipment if the COD has provided the Department with pictures of the Equipment installation and removal and the Department determines the Equipment was installed and removed properly.

## **5. RIGHT TO INSPECT**

**5.1.** The Department shall have the right to inspect, test, approve or reject, any portion of the work being performed by the COD or its agent(s) to ensure compliance with the provisions of this Agreement. Any deficiencies inconsistent with the Department's data collection protocols or Non-Motorized Travel Monitoring Handbook and specifications found during an inspection must be corrected within 48 hours.

## **6. CONTRACTOR COMPLIANCE**

**6.1.** The "COD" will be responsible for ensuring that its agent(s) and contractor(s) comply with all terms of this Agreement and any instructions issued by the Department as a result of any review or inspection made by Department representatives.

**7. INDEMNIFICATION**

**7.1.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The COD agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

“The contractor/consultant shall indemnify, defend, save, and hold harmless the State of Florida, Department of Transportation, including the Department’s officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.”

IN WITNESS WHEREOF, each of the undersigned parties has caused its duly authorized representative to execute this Memorandum of Agreement.

City of Doral

SIGNED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST TO:

Approved as to form:

By: \_\_\_\_\_

By: \_\_\_\_\_

FLORIDA DEPARTMENT OF TRANSPORTATION

TRANSPORTATION DATA AND ANALYTICS OFFICE MANAGER:

SIGNED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

LEGAL REVIEW: \_\_\_\_\_