

AGREEMENT

THIS INTERLOCAL AGREEMENT (“AGREEMENT”) is made and entered into as of this 11 day of NOVEMBER, 2021, by and between the Miami-Dade Clerk of Courts, (“CLERK”) and the City of Doral, a municipal corporation under the State of Florida, (“CITY”).

WITNESSETH:

WHEREAS, the Miami-Dade County Clerk’s Office is vested with the intergovernmental jurisdiction to manage the Parking Violations Bureau, which oversees the collection and disbursement of parking violation revenues; and

WHEREAS, the Florida Interlocal Cooperation Act (Section 163.01, Florida Statutes) authorizes public agencies to enter into agreements with other public agencies by which services and equipment are shared and financial support related to such services and equipment is allocated between such public agencies.

WHEREAS, in order to capture revenue lost due to illegibility or issue error, as well as to enhance productivity, scofflaw and stolen vehicle enforcement, and to ensure the public a uniform process for the payment and appeal of parking citations, the CLERK, in coordination with all Miami-Dade County cities, has served as a catalyst in the procurement of a Digital Parking Citation Issuing System; and

WHEREAS, the CLERK has established a Uniform Digital Parking Citation Issuing System (hereinafter referred to as the “SYSTEM”) for use by the Office of the Clerk (Parking Violations Bureau); and

WHEREAS, the existing SYSTEM operates on a 3G technology platform that will no longer be operational as of November 30, 2021, and, as such, the existing handheld devices used as part of the SYSTEM will become obsolete as of such date; and

WHEREAS, the CLERK has entered into an agreement with Duncan Parking Technologies, Inc., to procure new handheld devices that operate on a 5G technology platform that will permit for continued operation of the SYSTEM; and

WHEREAS, the CITY desires to continue to be a part of the CLERK'S Uniform Digital Parking Citation Issuing System; and

WHEREAS, the CLERK and the CITY both endeavor to provide the citizens with the best possible parking enforcement services supported by cutting edge technology; and,

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the CLERK and the CITY do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

ARTICLE ONE

Responsibilities of the CLERK

The CLERK agrees to:

1. Maintain a Countywide Digital Parking Citation Issuing System, which will include all of the equipment listed in ATTACHMENT A and any upgrade to those items listed.
2. Make satisfactory arrangements to ensure that the components of the SYSTEM listed in ATTACHMENT A and any upgrade thereto will be serviced when necessary.
3. Provide trained and qualified personnel to operate the SYSTEM at the Parking Violations Bureau and provide support to the municipalities on a seven (7) days a week, 12 hours a day basis (7 A. M. -7 P. M.).
4. Designate a person (hereinafter referred to as "Project Manager") who will be responsible for handling contract administration for the SYSTEM, administer the SYSTEM and handle all issues arising out of, under, or in connection with the SYSTEM, including but not limited to: processing change orders and modifications to the contract; coordinating implementation, installation and maintenance of all equipment necessary to the satisfactory operation of the SYSTEM; and addressing all business and technical issues.

ARTICLE TWO
Responsibilities of THE CITY

The CITY agrees to:

1. Accept from the CLERK and utilize the equipment detailed in ATTACHMENT A and any upgrade thereto, which equipment and system will enable the CITY to issue parking citations and transmit and receive parking citation related information.

2. Maintain all functional records and accounts that relate to the SYSTEM (including but not limited to system and officer login and logout, starting and ending citation for each officer and shift, citation transmittal sheets, and data upload and download records) in accordance with Generally Accepted Accounting Principals (GAAP) and provide the CLERK access to said accounts and records for auditing purposes for the duration of the AGREEMENT.

3. Utilize and operate the SYSTEM and participate in the program as instructed by the CLERK and as fully as possible during the terms of this AGREEMENT. The CITY shall care for and protect all equipment issued by the CLERK for which the CITY receives custody.

4. Notify the CLERK immediately regarding the mechanical failure of any components of the SYSTEM.

5. Accept the CLERK's authority and responsibility for administering the contract on behalf of the CITY with the Contractor, and let the CLERK, or his designee, act as the Project Manager who will be the CLERK's and the CITY's technical representative for the SYSTEM.

6. To pay for the cost of any interface or application not supported by the SYSTEM. The implementation and use of any interface or application will be at the Clerk's sole discretion.

ARTICLE THREE
Cost Recovery

As authorized pursuant to Section 163.01(5)(d) the Florida Interlocal Cooperation Act, the CLERK and the CITY have agreed to the manner in which the parties to this AGREEMENT will provide from their treasuries the financial support necessary to operate and maintain the SYSTEM. The CITY hereby authorizes the CLERK to deduct a COST RECOVERY FEE from the CITY equaling one dollar and twenty-

five cents (\$1.25) per each citation issued by the CITY and processed through the SYSTEM, for the purpose of cost recovery by the CLERK for administration of the SYSTEM. The CLERK will commence collecting said COST RECOVERY FEE upon the CITY's receipt and use of the equipment described in ATTACHMENT A. Citations issued by the CITY which are voided within twenty-one (21) days of issuance will not be charged a COST RECOVERY FEE by the CLERK.

ARTICLE FOUR

Financing

As stipulated in Article One, Responsibilities of the CLERK, the CLERK will make all the necessary arrangements to acquire the SYSTEM. Included in the acquisition will be all of the items described in ATTACHMENT A and any upgrade thereto.

ARTICLE FIVE

Right to Offset

If the CITY fails to meet any of its obligations as set forth in this AGREEMENT and as determined by the CLERK, and the CLERK incurs costs, expenses or damages as a result of such failure, the CLERK, reserves the right to offset said costs, expenses or damages from any sums due the CITY from any parking ticket revenue source in an amount equal to the CLERK's costs, expenses and damages, as determined by the CLERK, but subject to the provisions of Article Eight.

ARTICLE SIX

Cancellation

A. If the CLERK determines, in its sole discretion, to discontinue the PROGRAM in whole or in part, then the CLERK shall have the right to cancel this AGREEMENT, without penalty or stated cause, by providing the CITY sixty (60) days advance written notice via certified mail. Furthermore, the CITY shall have the right to cancel this AGREEMENT without stated cause by providing the CLERK sixty (60) days advance written notice via certified mail. The CITY will return the equipment described in ATTACHMENT A to the CLERK within thirty (30) days of any such cancellation.

B. If the CITY cancels or terminates this AGREEMENT, for any reason, the CITY will be responsible for the payment of a CANCELLATION FEE to the CLERK equal to the "Total Equipment

Cost” described in ATTACHMENT A; provided, however, that upon the first day of each subsequent month from the effective date of this AGREEMENT, the CANCELLATION FEE shall be automatically reduced by one twenty-fourth (1/24th) from the initial CANCELLATION FEE.

ARTICLE SEVEN

Correspondence

It is understood and agreed that any official notices that result from or are related to this AGREEMENT must be in writing and shall only be considered delivered when done so by certified mail to:

THE CITY

CITY OF DORAL, FLORIDA
8401 N.W. 53rd Terrace
Doral, Florida 33166
Attn: Rita Carbonell

CLERK OF COURTS

PARKING VIOLATIONS BUREAU
22 N.W. 1st Street, 4th Floor
Miami, Florida 33128
Attn: John Suarez

ARTICLE EIGHT

Settlement of Disputes and Venue

The parties agree that the CLERK shall be the administrator of this AGREEMENT and shall decide all questions, difficulties and disputes, of whatever nature, which may arise under or by reason of this AGREEMENT and the rendering of services and performance of obligations hereunder, and the CLERK’S decisions hereunder shall be binding upon the parties hereto. Nothing contained in this AGREEMENT prevents either party from seeking satisfaction through a court of competent jurisdiction, provided that the administrative remedy of petitioning the CLERK is first exhausted. The laws of the State of Florida shall govern this AGREEMENT and venue shall be proper exclusively in the 11th Judicial Circuit of Florida (Miami-Dade County).

ARTICLE NINE

Term of the Agreement

The duration of this AGREEMENT shall be for an initial period of two (2) years unless the AGREEMENT is terminated pursuant to the provisions of ARTICLE SIX. All of its terms and conditions shall remain in full force and effect until such time that the AGREEMENT is terminated or modified by mutual consent.

ARTICLE TEN

Assignments

The CITY's obligations hereunder are not assignable. The CITY shall not assign, transfer, pledge, hypothecate, surrender, or otherwise encumber or dispose of its rights under the AGREEMENT, or any interest in any portion of same, without the prior written consent of the CLERK, which consent will not be unreasonably withheld.

ARTICLE ELEVEN

Complete Agreement

No representations or warranties shall be binding upon either party unless expressed in writing herein.

ARTICLE TWELVE

Modifications

This AGREEMENT may not be altered, changed or modified except by or with the written consent of the parties and the CLERK as AGREEMENT administrator.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their appropriate officials, to be effective on the date above first written.

ATTEST:

CITY OF DORAL

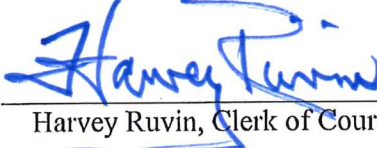
By: 
City Clerk

By: 
Hernan Organvidez, Interim City Manager

ATTEST:

**CLERK OF COURTS,
MIAMI-DADE COUNTY, FLORIDA**

By: 
Clerk's General Counsel

By: 
Harvey Ruvin, Clerk of Courts

ATTACHMENT A
 (Year 2021 Agreement)
Hardware / Software Inventory
 The City of Doral

HARDWARE INVENTORY	
XFI Note 20 Handheld Devices	6
Charger Multiplexer	2
Personal Computer	1
Total Equipment Cost	\$16,034.95

SOFTWARE INVENTORY	
MS Windows	1
AutoIssue	1
Parking Enforcement Management System	1

RESOLUTION No. 21-242

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY TO MANAGE THE PARKING VIOLATIONS BUREAU FOR A TWO (2) YEAR PERIOD AT A COST OF \$1.25 PER PARKING CITATION ISSUED; AUTHORIZING THE CITY MANAGER TO APPROVE THE AGREEMENT AND TO EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY WITH RESPECT TO THE AGREEMENT APPROVED HEREIN; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, at the October 2019 City Council meeting, the Mayor and City Councilmembers approved Resolution No. 19-254 adopting the Citywide Parking Study to serve as the blueprint to implement short-term, mid-term, and long-term projects to maximize the use public parking to meet current and future parking demand; and

WHEREAS, at the February 2021 City Council meeting, the Mayor and City Councilmembers approved Ordinance No. 2021-04 (approved 5-0) amending Chapter 44 of the City's Code of Ordinances, titled "Traffic and Vehicles" to include Article V, "Parking" to effectively manage public parking; and

WHEREAS, pursuant to Section 8CC-11 and Section 30-389.4 of the Miami-Dade County Code of Ordinances, municipalities shall enter into an Interlocal Agreement with Miami-Dade County to manage the Parking Violations Bureau for the collection and distribution of parking violations revenue; and

WHEREAS, Miami-Dade County provided the City with an Interlocal Agreement for a two (2) year term; and

WHEREAS, as part of this agreement, Miami-Dade County will provide the City with the necessary handheld parking citation devices, including the maintenance and upgrades to the devices, collect and distribute the parking violations revenue, and maintain the Countywide Digital Parking Citation System; and

WHEREAS, PWD respectfully requests authorization for the City Manager to enter into a two (2) year Interlocal Agreement with Miami-Dade County to manage the Parking Violations Bureau.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND 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 two-year Interlocal Agreement with Miami-Dade County to manage the Parking Violations Bureau for the collection and distribution of parking violations revenue is hereby approved.

Section 3. Authorization. The City Manager is authorized to execute the Interlocal Agreement with Miami-Dade County to manage the Parking Violations Bureau for the collection and distribution of parking violations revenue on behalf of the City.

Section 4. Implementation. The City Manager and City Attorney are hereby authorized to take such 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 Cabral and upon being put to a vote, the vote was as follows:


Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 13 day of October 2021.



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