

## **AGREEMENT**

THIS INTERLOCAL AGREEMENT ("AGREEMENT") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Miami-Dade Clerk of Courts, ("CLERK") and the City of Miami Beach, 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

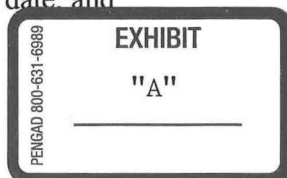
WHEREAS, the Florida Interlocal Cooperation Act (Section 163.01, Florida Statutes) authorizes public agencies to enter into agreements with other public agencies by which services and equipment are shared and financial support related to such services and equipment is allocated between such public agencies.

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 CITY, pursuant to an Interlocal Agreement authorized pursuant to the Florida Interlocal Cooperation Act and entered into with the CLERK on July 7, 2006, agreed to participate in the SYSTEM, which was successfully deployed and has been operational since such date; 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 (1/24<sup>th</sup>) 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 MIAMI BEACH, FLORIDA

1755 Meridian Avenue, Ste. 200

Miami, Beach Florida 33139

Attn: Monica Beltran

#### 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 11<sup>th</sup> Judicial Circuit of Florida (Miami-Dade County).

## ARTICLE NINE

### Terms of the Agreement

The duration of this AGREEMENT shall be for an initial period of two (2) years unless the AGREEMENT is terminated by the CLERK in its sole discretion. 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.

## **ARTICLE THIRTEEN**

### **Inspector General Audit Rights**

A. Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.

B. The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition,

the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of Clerk, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.

C. Upon ten (10) days written notice to Clerk, Clerk shall make all requested records and documents relating to this AGREEMENT available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of Clerk, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with this AGREEMENT and to detect fraud and corruption.

D. The Inspector General shall have the right to inspect and copy all documents and records in Clerk's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of this AGREEMENT, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

E. Clerk shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) relating to this AGREEMENT, and performance of this AGREEMENT, for examination, audit, or reproduction, until three (3) years after final payment under this AGREEMENT or for any longer period required by statute or by other clauses of this AGREEMENT. In addition:

- i. If this AGREEMENT is completely or partially terminated, Clerk shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
- ii. Clerk shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this AGREEMENT until such appeals, litigation, or claims are finally resolved.

F. The provisions in this section shall apply to Clerk, its officers, agents, employees, subcontractors and suppliers.

G. Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by Clerk or third parties.

ATTEST:

**CITY OF MIAMI BEACH**

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

By: \_\_\_\_\_  
Alina T. Hudak, City Manager

ATTEST:

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

By: \_\_\_\_\_  
Clerk's General Counsel

By: \_\_\_\_\_  
Harvey Ruvlin, Clerk of Courts

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

\_\_\_\_\_  
City Attorney *AMT*

7-15-21  
Date

**ATTACHMENT A**  
**(Year 2021 Agreement)**  
**Hardware / Software Inventory**  
**The CITY of MIAMI BEACH**

<b>HARDWARE INVENTORY</b>	
XFI Note 20 Handheld Devices	48
Charger Multiplexer	8
Personal Computer	1
Total Equipment Cost	\$123,793.77

<b>SOFTWARE INVENTORY</b>	
MS Windows	1
AutoIssue	1
Parking Enforcement Management System	1