Memorandum

MIAMI-DADE COUNTY

Date: November 6, 2007

Amended
Agenda Item No. 8(J)(1)(D)

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Resolution Authorizing the County Manager to Execute a Service Agreement with the Department of Off-Street Parking of the City of Miami (Miami Parking Authority) for the Parking Enforcement Operations of Certain Miami-Dade Transit Parking Facilities

R#1221-07

Recommendation

It is recommended that the Board approve the attached resolution authorizing the County Manager to execute a Service Agreement with the Miami Parking Authority (a Political Subdivision of the State of Florida) for the operation of all enforcement operations at certain designated Miami-Dade Transit (MDT) parking facilities. It is further recommended that the Board authorize the County Mayor, or his designee, to execute the Agreement.

Scope

This Agreement will cover MDT parking facilities at Metrorail Stations in Districts 2, 3 and 7.

Fiscal Impact/Funding Source

MDT had projected the cost for the existing in-house function for parking enforcement of all MDT facilities for Fiscal Year 07-08 to be $812,000. This function was not included in the adopted Fiscal Year 07-08 budget. The Miami Parking Authority's proposal provides enforcement services to MDT at the Cost of $317,000 annually. These funds are included in the Fiscal Year 07-08 MDT budget and will come from Operating and Charter County Transit System Surtax (Surtax) based on the allocation formula. The projected savings to MDT is $495,000. The Agreement is for an initial three year term and includes two 1 year renewal options.

Track Record/Monitor

The Project Manager for this agreement is Eric Muntan, Chief System Safety Manager, MDT. In 1984, Miami Parking Authority was MDT's first parking operator when the County opened the Metrorail in 1984. Services were provided at that time for approximately one year and were satisfactory; however, due to ridership levels at the time of the Metrorail opening, MDT determined that it was more cost-effective to handle parking operations in-house. Currently, the Miami Parking Authority provides parking management services for the Public Health Trust, the School Board, and the Performing Arts Center satisfactorily.

Background

The Miami Parking Authority was created by a special act of the State Legislature and an ordinance of the City of Miami. The Authority is a public body corporate and political subdivision of the State with the same territorial boundaries as the boundaries of the City, exercising public and essential governmental functions and having all the powers, necessary to carry out its corporate purposes and the provisions of the Act. A board consisting of five (5) members, each of whom is appointed for a term of five (5) years, governs the Authority. With a staff of over 140 employees, the Miami Parking Authority operates 5 parking garages, 55 surface parking lots, and over 8,200 on-street metered spaces in the City of Miami. The Authority performs all property management, permit issuance, and revenue collection functions for these facilities as well as parking enforcement.

Currently, MDT operates and maintains all parking facilities within the County's transit system. On June 10, 2006, the Miami Parking Authority submitted to MDT an unsolicited proposal to perform all parking management functions for MDT. The proposal was evaluated and it was determined that MDT would significantly benefit from subcontracting enforcement to the Miami Parking Authority at the current time. This agreement proposes full-service parking enforcement from the Miami Parking Authority at the following MDT locations:

- Coconut Grove Metrorail Station
- Culmer Metrorail Station
- Dadeland North Metrorail Station
- Dadeland South Metrorail Station
- Dadeland Lot Metrorail Station
- Douglas Road Metrorail Station
- Hialeah Metrorail Station
- Martin Luther King Metrorail Station
- Northside Metrorail Station
- Okeechobee Garage and Lot Metrorail Station
- South Miami Metrorail Station
- University Metrorail Station
- Vizcaya Metrorail Station

MDT and the Miami Parking Authority agreed, after analyzing all Metrorail sites, that these were the most cost-effective locations for the provision of parking enforcement services. The Authority will also serve to make recommendations to MDT concerning service adjustments as needed including adding staff and revenue collection equipment for the County; however, MDT would retain its policy-making authority with respect to parking operations at MDT facilities. As has been the case in the past, all revenues generated from citations will be allocated to the County's General Fund.

The elimination of this function within MDT was assumed in the FY 07-08 adopted budget through the reduction of fourteen positions within the department. MDT staff has been working diligently to identify positions for the alternate placement of affected employees and has met both individually and in-group sessions with all impacted employees in an effort to identify positions for potential placement. At this time, it is anticipated that at least half of these employees will be accommodated within MDT. In addition, MDT is working with the County's Human Resources Department to assist with the placement of affected employees.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: November 6, 2007

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Amended Agenda Item No. 8(J)(1)(D)

Please note any items checked.

_____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Manager's written recommendation

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ Housekeeping item (no policy decision required)

_____ No committee review

Approved _____ Mayor

Veto _____

Override _____

Amended

Agenda Item No. 8(J)(1)(D)

11-6-07

RESOLUTION NO. **1221-07**

RESOLUTION AUTHORIZING THE WAIVER OF FORMAL BID PROCEDURES AND PROVISIONS OF ADMINISTRATIVE ORDER 3-38 AND AUTHORIZING THE COUNTY MANAGER TO EXECUTE A SERVICE AGREEMENT WITH THE DEPARTMENT OF OFF-STREET PARKING OF THE CITY OF MIAMI (MIAMI PARKING AUTHORITY) FOR THE PARKING ENFORCEMENT OPERATIONS AT CERTAIN MIAMI-DADE TRANSIT PARKING FACILITIES

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, this Board finds that the services offered by the Miami Parking Authority will be a cost effective and efficient manner of providing service improvements,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby authorizes the waiver of formal bid procedures and provisions of Administrative Order 3-38 and further authorizes the Mayor or his designee to execute a service agreement in substantially the form attached with the Department of Off-Street Parking of the City of Miami (Miami Parking Authority) for parking enforcement operations at certain Miami-Dade Transit parking facilities.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to vote, the vote was as follows:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Joe A. Martinez
Jose "Pepe" Diaz
Sally A. Heyman
Dorrin D. Rolle
Katy Sorenson
Sen. Javier D. Souto
Audrey Edmondson
Carlos A. Gimenez
Dennis C. Moss
Natacha Seijas
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of November, 2007. This Resolution shall become effective as follows: (1) ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board, and (2) either 1) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission re-affirms its award by (2/3) vote of the Commission's membership and such re-affirmation becomes final.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI PARKING AUTHORITY AND MIAMI-DADE COUNTY TRANSIT

THIS AGREEMENT made the _____ day of _____ 2007, between THE DEPARTMENT OF OFF-STREET PARKING OF THE CITY OF MIAMI (hereinafter called "DOSP"), 190 Northeast 3rd Street, Miami, Florida 33132 and MIAMI-DADE TRANSIT (hereinafter called "MDT"), an agency and instrumentality of Miami-Dade County, Florida, having its principal place of business at 701 NW 1st Court, 17th Floor, Miami, Florida 33136.

WITNESSETH

WHEREAS, MDT owns several surface parking lots and garages throughout Miami-Dade County, Florida;

WHEREAS, MDT wishes to engage the services of an experienced firm to provide enforcement staff to patrol its parking lots and garages;

WHEREAS, DOSP is experienced in providing the services MDT seeks;

WHEREAS, MDT has determined that it is in the public interest to engage the DOSP to provide enforcement staff to patrol its surface lots;

WHEREAS, DOSP is willing to provide such services upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants recorded herein, the parties agree as follows:

TERMS

1. <u>Scope of services</u>

DOSP agrees to provide a parking enforcement staff member to patrol all surface lots and all garages as designated in the attached Exhibit A. DOSP will patrol the designated parking areas in accordance with Exhibit A. DOSP will further provide one vehicle for a supervisor and staff to patrol the parking facilities designated in Exhibit A.

In addition, DOSP will assist Miami-Dade County's Parking Violation Bureau ("PVB") to create a system to write citations within MDT's code. The purpose of this system will be to assure that all citation revenues go to MDT and /or Miami-Dade County in the same manner that they currently do. DOSP will not benefit from any citation revenue. Any modification or amendment to the scope of services shall not be effective without prior written approval by the County Manager on behalf of the County and the DOSP's Executive Director on behalf of the DOSP. Any amended scope of services must be submitted thirty (30) days prior to the expiration of this Agreement.

2. Effective term

A. Initial Agreement Period

Both parties agree that the initial effective term of this Agreement shall be from _____, 2007 to _____, 2008.

B. Agreement renewal options

3. Compensation

In consideration of the services that DOSP will provide to MDT hereunder, MDT will pay to DOSP a monthly fee of twenty-six thousand, four hundred seventy three dollars and fifty-eight cents ($26,473.58) in accordance with Exhibit A attached hereto. This fee shall be paid monthly beginning thirty (30) days after the date of execution of this Agreement. Both parties agree that should available funding to the County be reduced:

A) the amount payable under this Agreement may be proportionately reduced at the sole option of the County with a proportionate reduction in the scope of services and the County may proportionately reduce at the sole option of the County the amount of funding under this Agreement with DOSP; or

B) this Agreement with DOSP may be terminated at the sole option of the County.

C) should funding to the County cease or reduce, then this Agreement with DOSP may be terminated at the sole discretion and option of DOSP with 60 days written notice.

4. PVB obligations

PVB will provide Auto Cite systems as required by the interlocal agreement between DOSP and PVB.

5. Representations and acknowledgments

A. Appropriate staff

DOSP represents to MDT that all persons delivering the programs and services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the scope of services and to provide and perform such services to MDT's satisfaction.

B. Best practices

DOSP shall perform its duties, obligations, and services under this Agreement in a skillful and respectful manner. The quality of DOSP's performance shall be comparable to local, state and national best practice standards of qualities of performance.

6. Compliance with federal state and local laws

DOSP shall comply with all applicable laws and regulations, including, without limitation, laws pertaining to public records, conflict of interest, record keeping, in the performance of this Agreement.

7. Default

If DOSP fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then DOSP shall be in default. Upon the occurrence of a default hereunder MDT, in addition to all remedies available to it by law, may immediately, upon written notice to DOSP, terminate this Agreement whereupon all payments, advances, or other compensation paid by MDT to DOSP while DOSP was in default shall be immediately returned to MDT.

8. Termination rights

Either party shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to the other party at least thirty (60 days prior to the effective date of such termination.

9. Notices

All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO DOSP:

Department of Off-Street Parking
190 N.E. 2nd Avenue
Miami, Florida 33132

With a copy to:
City Attorney
City of Miami
444 S.W. 2nd Avenue, 9th Floor
Miami, Florida 33130

TO MDT:

Miami-Dade Transit
701 NW 1st Court
17th Floor
Miami, Florida 33136

10. Miscellaneous provisions

A. None of the officers, agents, or employees of DOSP shall be deemed to be employees of the MDT for any purpose(s) whatsoever.

B. In the event of any injury to any person or loss or damage to any property on the Property, DOSP shall immediately notify the MDT and promptly furnish copies of reports in connection therewith.

C. The MDT reserves the right to call upon DOSP for specialized parking facility consulting services and advice with regard to the operation of the parking lots. In

such event, all expenses and costs incurred by DOSP in connection therewith shall be paid as established by prior mutual written agreement of the parties.

D. This Agreement shall be construed and enforced according to the laws of the State of Florida.

E. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

F. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

G. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the MDT of Miami, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

11. Successors and assigns

This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

12. Entire agreement

This instrument and its exhibits constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

ATTEST:

_____
Priscilla A. Thompson, City Clerk

CITY OF MIAMI

By:_____
Pedro G. Hernandez, City Manager

ATTEST:

DEPARTMENT OF OFF-STREET PARKING

_____
Print Name:

By: _____
Arthur Noriega, Executive Director

APPROVED AS TO FORM AND CORRECTNESS:

_____
Jorge L. Fernandez, City Attorney

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
LeeAnn Brehm
Director of Risk Management

ATTEST:

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
DEPUTY CLERK

By:_____
COUNTY MANAGER

Reviewed as to form and
Legal sufficiency Bruce Libhaber

This contract is not valid until it has been signed by both parties.