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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Amended
Agenda Item No. 8(H)(1)

TO: Honorable Chairman Jean Monestime and Members, Board of County Commissioners

DATE: December 15, 2015

FROM: Abigail Price-Williams County Attorney

SUBJECT: Resolution approving, pursuant to Sections 2-9 and 2-10 of the Code, a parking services agreement between Miami-Dade County and the Miami Parking Authority to provide parking management services at certain Miami-Dade County parks at an estimated cost of $4,117,971.00 during the initial five-year term; authorizing the County Mayor to execute the agreement and to exercise all rights contained therein, including renewal and termination provisions

Resolution No. R-1154-15

The accompanying resolution was prepared by the Parks, Recreation and Open Spaces Department and placed on the agenda at the request of Prime Sponsor Vice Chairman Esteban L. Bovo, Jr. and Co-Sponsor Chairman Jean Monestime.

Abigail Price-Williams
County Attorney

APW/cp

Memorandum

MIAMI-DADE COUNTY

Date: December 15, 2015

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Agreement Between Miami-Dade County and the Department of Off-Street Parking, a/k/a Miami Parking Authority, an Agency and Instrumentality of the City of Miami, for Management of Parking at Certain Miami-Dade County Parks

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Recommendation

It is recommended that the Board of County Commissioners (Board), pursuant to Sections 2-9 and 2-10 of the Code of Miami-Dade County, approve a Parking Services Agreement (Agreement) between Miami-Dade County (County) and the City of Miami Department of Off-Street Parking, a/k/a Miami Parking Authority (MPA), an agency and instrumentality of the City of Miami, doing business from 40 NW 3 Street, Suite 1103, Miami, Florida, 33128, for management of parking at certain Miami-Dade County parks.

Scope

This Agreement does not authorize the collection of parking fees in parks other than those already authorized by the Board. Under this Agreement, the Board retains the authority to determine at which parks a County fee will be charged, including the modification or elimination of parking fees. Parking enforcement responsibilities will remain with the County.

The parks that currently charge a parking fee and to which this Agreement will apply are:

- Amelia Earhart Park, 401 E 65 Street, Hialeah, in County Commission District 13, represented by Commissioner Esteban L. Bovo, Jr.;
- Black Point Park, 24775 SW 87 Avenue, Miami, in County Commission District 8, represented by Commissioner Daniella Levine Cava;
- Crandon Park, 4000 Crandon Boulevard, Key Biscayne, in County Commission District 7, represented by Commissioner Xavier L. Suarez;
- Greynolds Park, 17530 West Dixie Highway, North Miami, in County Commission District 4, represented by Commissioner Sally A. Heyman;
- Haulover Park, 10800 Collins Avenue, Miami Beach, in County Commission District 4, represented by Commissioner Sally A. Heyman;
- Homestead Bayfront Park, 9698 North Canal Drive, Homestead, in County Commission District 9, represented by Commissioner Dennis C. Moss;
- Matheson Hammock Park, 9610 Old Cutler Road, Miami, in County Commission District 7, represented by Commissioner Xavier L. Suarez; and
- Pelican Harbour Marina, 1275 NE 79 Street, Miami, in County Commission District 3, represented by Commissioner Audrey M. Edmonson.

The County retains the authority to add additional parks to the scope of the Agreement at an additional charge and provided that this Board authorizes the collection of parking fees at that park, and to remove parks from the scope of this Agreement.

Fiscal Impact/Funding Source
Anticipated expenditures for the initial five-year term of the Agreement are $546,150.00 in the purchase of signage and equipment for the parking system in the above-listed parks; $1,994,459.00 in payments to the MPA to offset the MPA's additional overhead costs for providing services to the County under this Agreement; and $1,577,362.00 in revenue-sharing payment to the MPA, for a total of $4,117,971.00.

It is anticipated that the above expenditures will be completely off-set by operational savings and efficiencies attained through this Agreement, generating an expected savings to the County of $852,485.00 over the five-year term of the Agreement. Funds net of expenses will be placed into the parking revenue index codes for security and traffic control personnel for the parks subject to this Agreement: Amelia Earhart Park PRRAME422201; Black Point Park PRRBLP482706; Crandon Park PRRCRA432733 and PRRCRA482706; Greynolds Park PRRGRE432733; Haulover Park PRRHAU432733, PRRHAU438731, and PRRHAU482706; Homestead Bayfront Park PRRHOM432733 and PRRHOM482706; Matheson Hammock Park PRRMAT432733 and PRRMAT482706; and Pelican Harbour Marina PRRPEH482706. Payments to MPA by the County will come from park expense index codes: Amelia Earhart Park, PREAME428200; Black Point Park and Marina, PREBLP438731 and PREBLP488701; Crandon Park and Marina, PRECRA438731 and PRECRA488701; Greynolds Park, PREGRE438731; Haulover Park and Marina, PREHAU438731 and PREHAU488701; Homestead Bayfront Park and Marina, PREHOM438731 and PREHAU488701; Matheson Hammock Park and Marina, PREMAT438701 and PREMAT488701; and Pelican Harbour Marina, PREPEH488701.

Track Record/Monitor
The County has a track record for working cooperatively with the MPA on issues and projects that benefit the public. MPA has an "A" credit rating from Fitch Ratings and was one of the first five (5) organizations designated an Accredited Parking Organization by the International Parking Institute. This Agreement (Attachment A) will be monitored by Alessandra Williams of the Parks, Recreation and Open Spaces Department's (PROS) Operations Division.

Delegated Authority
If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the Agreement, including the termination provisions. The Agreement allows for one (1) additional five-year term, subject to Board approval, and provides for termination by either party, for cause or convenience, upon 120 days notice.

Background
On October 21, 2014, a report was distributed (Attachment B) in response to Board Resolution No. R-349-14 sponsored by Commissioner Esteban L. Bovo, Jr. that directed the County Mayor or County Mayor's designee to study the feasibility of implementing an online fee collection program via the Miami-Dade County web portal which: (a) at a minimum, allows visitors to pay daily parking fees for County parks online and prints a receipt to be displayed on the vehicle's dashboard; and (b) would allow visitors to purchase parking passes for PROS's annual parking pass program.

As described in the report, the current best practice is a pay-by-phone system coupled with pay-by-plate through parking meters. This Agreement will implement that technology — which allows park patrons to pay the parking fee by phone, or with cash, credit/debit cards at a pay-by-plate pay station — at the above-referenced County parks. In exchange for an appropriate revenue share with the County and reimbursement for the MPA's increase in overhead expenses stemming from the MPA's management responsibilities

under the Agreement, the MPA will utilize its expertise in parking management and its existing contractual relationship with the suppliers of the software and equipment necessary to administer the new parking system.

As part of the Agreement, the County will reimburse the MPA in installment payments over a period of five (5) years for the actual cost of the signage and equipment purchased by the MPA for the County park facilities, plus four (4) percent for the MPA's financing of the signage and equipment expenses. The Agreement also requires the County to pay for the MPA's actual increased operating expenses for the expense categories set forth in Exhibit B to the Agreement. The County's liability to the MPA is capped at five (5) percent above the amounts set forth in Exhibit B to the Agreement. The management fee to the MPA will be five (5) percent of the collected revenue.

The initial term of the Agreement is for five (5) years, with one (1) five-year option to renew to be exercised by the County at its sole and exclusive discretion. Both parties to the Agreement have the right of termination, either for cause or convenience, upon 120 days notice. Regardless of the reason for termination, the County retains the signage and equipment provided to the County pursuant to the Agreement, and the MPA agrees to cooperate with the County's efforts to enter into an agreement for the continuation of the parking system provided under this Agreement.

With approval of this Agreement, PROS employees will no longer handle cash or dispense parking ticket receipts. Cash collection and ticket dispensing will be done automatically by the parking pay station equipment. The net benefit to the County is the reduction of overhead expense and an increase in revenue collection control and accountability. Exhibit C of the Agreement lists the parking pay station equipment implementation and timeline, in priority order, with Amelia Earhart Park as the first park scheduled for implementation.

Once the Agreement is implemented, the toll booths will discontinue operations. This will eliminate the bottlenecks and traffic delays that may develop at a park's entry point and speed up traffic entering the parks. PROS will make every effort to reassign toll booth attendant staff to other duties or will assist in filling vacant part-time positions; all toll booth attendants are part-time employees.

Michael Spring, Senior Advisor
Office of the Mayor

Attachment

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: December 15, 2015

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Amended Agenda Item No. 8(H)(1)

Please note any items checked.

_____ **"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**

_____ **Statement of social equity required**

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

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Amended
Agenda Item No. 8(H)(1)
12-15-15

RESOLUTION NO. R-1154-15

RESOLUTION APPROVING, PURSUANT TO SECTIONS 2-9 AND 2-10 OF THE CODE OF MIAMI-DADE COUNTY, A PARKING SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE MIAMI PARKING AUTHORITY TO PROVIDE PARKING MANAGEMENT SERVICES AT CERTAIN MIAMI-DADE COUNTY PARKS AT AN ESTIMATED COST OF $4,117,971.00 DURING THE INITIAL FIVE-YEAR TERM; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE ALL RIGHTS CONTAINED THEREIN, INCLUDING RENEWAL AND TERMINATION PROVISIONS

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves, in substantially the form attached hereto as Attachment A, the Parking Services Agreement between Miami-Dade County and the City of Miami's Department of Off-Street Parking (a/k/a the Miami Parking Authority) for the provision of parking management services at certain Miami-Dade County parks in accordance with §§ 2-9 and 2-10 of the Code of Miami-Dade County, Florida, with an estimated cost of $4,117,971.00 during the initial five-year term.

Section 2. Authorizes the County Mayor or County Mayor's designee to execute the Parking Services Agreement for and on behalf of Miami-Dade County and to exercise all rights contained therein and termination of the Parking Services Agreement.

Section 3. Directs the County Mayor or Mayor's designee to utilize four layers of parking enforcement for the parks covered under this agreement: existing park guards that are currently stationed at these parks; new park guards that will be hired from the enforcement that is part of the budget; park management that will be trained and certified to enable them to issue citations; and existing park enforcement officers that perform roving patrols among the parks.

Section 4. Directs the County Mayor or Mayor's designee to provide quarterly reports to the Board on the status and performance of the Agreement.

The foregoing resolution was offered by Commissioner **Esteban L. Bovo, Jr.** , who moved its adoption. The motion was seconded by Commissioner **Jean Monestime** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	**aye**		
Esteban L. Bovo, Jr., Vice Chairman	**aye**		
Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**absent**
Sally A. Heyman	**absent**	Barbara J. Jordan	**aye**
Dennis C. Moss	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**nay**	Xavier L. Suarez	**absent**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 15th day of December, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. MAG

Miguel A. Gonzalez

ATTACHMENT A

PARKING SERVICES AGREEMENT

This Parking Services Agreement (the "Agreement") is entered into this ___ day of _____, 2015, by and between the Department of Off-Street Parking a/k/a Miami Parking Authority (the "MPA"), an agency and instrumentality of the City of Miami (the "City"), located at 40 Northwest 3rd Avenue, Suite 1103, Miami, Florida 33128, and Miami Dade County (the "County"), a political subdivision of the State of Florida located at Stephen P. Clark Center, 111 Northwest 1st Street, Miami, Florida 33128.

RECITALS

WHEREAS, the MPA operates and manages the off-street parking facilities in the City, and through its management of those off-street parking facilities, the MPA has the knowledge and resources to acquire, install, and operate a pay-by-phone and pay-by-plate parking system for use at certain County park facilities; and

WHEREAS, the MPA also has the knowledge to train County park employees on the operation of the pay-by-phone and pay-by-plate parking systems so that County park employees may enforce parking regulations in the County park facilities in which the parking system is installed; and

WHEREAS, the County will benefit from the purchase and installation of pay-by-plate and pay-by-phone parking facilities, insofar as such facilities will relieve the roadways surrounding the designated County parks from the traffic congestion caused under the existing parking system; and

WHEREAS, the County, through its Parks, Recreation and Open Spaces Department desires to take advantage of the MPA's expertise at certain County park facilities, including (1) Amelia Earhart Park, located at 401 East 65th Street, Hialeah, Florida; (2) Haulover Beach Park and Marina, located at 10800 Collins Avenue, Miami, Florida; (3) Crandon Park and Marina, located at 4000 Crandon Boulevard, Key Biscayne, Florida; (4) Matheson Hammock Park and Marina, located at 9610 Old Cutler Road, Coral Gables, Florida; (5) Black Point Park and Marina, located at 24775 Southwest 87th Avenue, Miami, Florida; (6) Homestead Bayfront Park and Marina, located at 9698 North Canal Drive, Homestead, Florida; (7) Pelican Harbor Park and Marina, located at 1275 Northeast 79th Street Miami, Florida and (8) Greynolds Park, located at 17530 West Dixie Highway North Miami, Florida (together, and as described in Exhibit A hereto, the "Park Facilities"); and

WHEREAS, for the County to utilize pay-by-phone and purchase pay-by-plate parking equipment, the County and MPA desire to enter into this Agreement, under which MPA agrees to secure pay-by-phone technology and pay-by-plate parking facilities on behalf of the County, install said parking equipment, technology, and associated signage, train County employees on the use of that equipment, collect parking revenue on behalf of the County and report to the County on parking revenue and usage, and maintain that equipment and technology as necessary; and

NOW, THEREFORE, in consideration of the foregoing recitals, each of which the parties agree are true and correct and form a part of this agreement, and of promises and covenants contained herein the County and MPA agree as follows:

AGREEMENT

ARTICLE 1
PARKING SERVICES

1.01 Duration and Renewal of Agreement. Unless sooner terminated pursuant to the provisions set forth in Article 3 of this Agreement, this Agreement shall commence on the Effective Date, which shall be the later of the dates on which this Agreement is approved by the County or MPA, and continue in force for five (5) years from that date (the "Initial Term"). Before the conclusion of the Initial Term, the County may, at its sole and exclusive option, extend this Agreement for up to one (1) additional five-year (5) term (the "Renewal Term"), which shall commence upon the conclusion of the Initial Term. The Initial Term and Renewal Term, combined, shall not exceed ten (10) years and, together, the Initial Term and Renewal Term may be described as the "Term." The County shall exercise its option to extend the Initial Term by delivering written notice of the same to the MPA at least one hundred twenty (120) days before the expiration of the Initial Term.

1.02 Scope of Services Under Agreement.

(a) Purchase of Equipment and Signage. The MPA shall be responsible for the purchase and installation of new pay-by-plate parking equipment and pay-by-phone signage similar to the pay-by-phone and pay-by-plate parking equipment that the MPA uses at other parking facilities throughout the City of Miami. The MPA shall also purchase on behalf of the County pay-by-phone signage regarding the parking system for installation at the Park Facilities. The pay-by-phone signage shall include information to customers explaining how to utilize the new parking system. All signage shall be subject to County approval for consistency with Article 7 of the Home Rule Charter and any other applicable legal requirements and, in all events, shall display County, and not MPA, logos and branding. The County shall make the final determination as to the placement of all pay-by-phone and pay-by-plate equipment and signage.

(i) Pay-by-Phone Parking Signage. The MPA shall purchase and install a minimum of four hundred 430 pay-by-phone signs throughout the designated parking areas in the Park Facilities identified in Exhibit A. To the extent the County eliminates a Park Facility from the scope of this Agreement or requests fewer signs at a Park Facility, the number of signs and sign-associated equipment (e.g., u-channels) purchased pursuant to this subparagraph shall be reduced in accordance with the County's request, and the pro-forma shall be updated to reflect the County's requested reduction.

(ii) Pay-by-Plate Parking Equipment. MPA shall install a minimum of fifty-six (56) pay-by-plate machines throughout the Park Facilities identified in Exhibit A. At the Park Facilities, the MPA shall install the most up-to-date model of StradaPAL BNA or, if the manufacturer of that model is no longer the MPA's vendor, then the model manufactured by the MPA's successor vendor that, in the County's determination, meets or exceeds the specifications

of the StradaPAL BNA. To the extent the County eliminates a Park Facility from the scope of this Agreement or requests fewer signs at a Park Facility, the equipment purchased pursuant to this subparagraph shall be reduced in accordance with the County's request, and the pro-forma shall be updated to reflect the County's requested reduction.

(b) Installation of Equipment and Signage. The MPA shall be responsible for installing the equipment and associated pay-by-phone signage at the Park Facilities. The installation of any signage or equipment required under this Agreement shall be performed by the MPA and shall not be delegated to any third party. The installation shall be completed in a workman-like and code-compliant manner, and the MPA shall be responsible for securing all permits and permissions necessary to install the equipment and signage. Prior to installing the equipment and signage required under this Agreement, the MPA shall be required to provide proof of insurance to the County consistent with § 4.01 of this Agreement.

Exhibit C to this Agreement establishes an order of priority for the MPA's installation of parking signage and equipment pursuant to this Agreement. Within thirty (30) days of the Effective Date of this Agreement, the MPA shall place an order for the signage and equipment to be installed in phase 1 and, upon receipt of the signage and equipment, promptly commence installation of said signage and equipment. Upon completion of the installation of phase 1, the MPA shall send written notification to the County that the signage and equipment required for phase 1 has been installed. Within fourteen (14) days of that written notification, the County shall issue a notice to proceed to the MPA for the ordering and installation of the signage and equipment necessary for phase 2. In that written notification, the County may request the omission of one or more Park Facilities from phase 2. In that written notification, the County may also request that one or more Park Facilities designated to a subsequent phase, be included as a part of phase 2. Upon receipt of that written notification, or in the absence of a written notification from the County, the MPA shall place its order of the required signage and equipment and begin the installation promptly upon receipt of said signage and equipment. For each subsequent phase after phase 2, the parties shall proceed in like manner with regard to the ordering and installation of equipment as described in this paragraph.

The County's payment for any equipment and signage ordered by the MPA in accordance with this paragraph shall be due within thirty (30) days of the MPA's notice to the County of receipt of an invoice from the supplier or manufacturer of said equipment and signage. The MPA shall commence installation of said equipment and signage within seven (7) days of its receipt of the equipment and signage. The County's obligation to make the payments to the MPA required under §§ 2.02 and 2.03 shall commence when the equipment is installed and operational.

(c) Maintenance of Equipment. The MPA shall be responsible for the maintenance of all equipment and signage installed at Park Facilities under this Agreement. The MPA's maintenance obligations shall include preventative maintenance or any other maintenance necessary to restore to working condition any malfunctioning or inoperative equipment or signage within five (5) business days of the County's notice of malfunctioning or inoperative equipment or signage. On behalf of the County and with the County's prior approval in each instance, the MPA shall enforce warranties in effect from time to time that may relate to any parking equipment installed pursuant to this Agreement at any Park Facility.

(d) Training of County Parking Enforcement Officers. The MPA shall be responsible for the training and instruction of County parking enforcement officers on the equipment installed at the Park Facilities and any other equipment necessary for parking enforcement. The County and MPA shall coordinate training for the parking enforcement officers, such that the County parking enforcement officers designated to work in the Park Facilities are fully trained on the parking system provided by the MPA under this Agreement at least five (5) business days before the commencement of pay-by-phone and pay-by-plate parking services at the Park Facilities. Throughout the Term, on an annual basis, MPA shall provide additional training to County parking enforcement officers or park personnel with parking-related responsibilities at the request of the County at the rate of $14.27 per hour per trainer provided by the MPA.

(e) Revenue Collection and Reporting. The MPA shall be responsible for collecting all parking revenues derived from the parking system installed pursuant to this Agreement. The MPA shall have in place appropriate revenue controls consistent with the best industry practices aimed at preventing loss or theft. The MPA shall produce written monthly reports to the County, on a monthly basis, regarding parking revenue and usage at each of the Park Facilities. In addition to providing written monthly reports regarding parking revenue and usage at each of the Park Facilities, the MPA shall provide access to the County, so that the County may monitor, from each Park Facility, parking revenue and usage in the same manner as such monitoring capabilities are available to the MPA.

(f) Meetings. To improve communication and effectiveness, the County and MPA shall meet at mutually agreeable times and places to discuss performance and expectations under this Agreement. Meetings shall be at least monthly for the first six months from the Effective Date of this Agreement and quarterly thereafter, with participation by each party's senior management with decision-making authority. The County may, at its sole discretion, request the participation of specific personnel employed by the MPA.

1.03 Addition of Park Facilities; Additional Equipment at Existing Park Facilities. At its sole and exclusive discretion, the County shall be entitled to add additional parks, or additional equipment to existing Park Facilities, to the scope of this Agreement by written notification to the MPA. The cost of any signage and equipment necessary pursuant to this paragraph is set forth in § 2.01 of this Agreement. To the extent the County adds additional parks pursuant to this section, (1) the MPA shall assess equipment and signage needs for those additional parks, provided that the County shall make the ultimate determination as to the placement and quantity of equipment and signage necessary at each additional park facility and (2) the County shall designate each additional park facility to a deployment phase in Exhibit C or, alternatively, to a new deployment phase in Exhibit C. Each new park added to the scope of this Agreement shall be a "Park Facility" as that term is and in this Agreement; additional Park Facilities shall be subject to the same terms and conditions applicable to Park Facilities existing at the inception of this Agreement. For each new Park Facility added to the scope of this Agreement pursuant to this paragraph, the parties shall develop a pro forma for that Park Facility on the basis of the same costs (for all cost categories) as reflected on the pro forma approved at the inception of this Agreement.

1.04 Employment of Sufficient Personnel; Minimum Standards; Removal. The MPA shall employ a sufficient number of staff to ensure that it adequately discharges its obligations under this Agreement. The MPA shall supervise the performance of all personnel employed in

fulfillment of its obligations under this Agreement. All personnel providing services under this Agreement shall be courteous and cooperative and present a neat, clean, and professional appearance at all times. All personnel having contact with the public shall be able to understand and communicate in spoken English. All of the MPA's personnel shall be considered to be, at all times, employees of the MPA under its sole direction and not employees or agents of the County. The MPA shall supply competent personnel. The County may require the MPA to remove an employee it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. All personnel shall have and wear proper identification. The MPA shall control the conduct, demeanor, and appearance of its officers, employees, agents, representatives, and upon any complaints by the County or the public as to the conduct of any such officer, employee, agent and/or representative, the MPA shall take immediate steps to rectify and correct the situation.

1.05 Salaries and Compensation of MPA's Personnel. The MPA shall pay all wages, salaries and/or commissions of all employees, service personnel, and maintenance personnel who are employed by the MPA or engaged by the MPA as independent contractors with respect to any Park Facilities. The MPA shall pay all amounts due for workmen's compensation insurance, social security taxes, unemployment insurance, and all other taxes or levies now in force or hereafter imposed with respect to any such employees or personnel; keep and maintain all necessary payroll and employment records and make all necessary withholding deductions from the salaries and wages of such employees and personnel as required by federal, state and local laws. The MPA shall promptly, upon the County's request, provide a list of the employees employed and contractors engaged to perform work under this Agreement. This list will include the number of employees, their positions, salaries and benefits, and, in the case of independent contractors, their compensation.

1.06 Service Contracts. From time to time, to discharge its obligations under this Agreement, unless it performs those obligations itself, and except where specifically prohibited by this Agreement, the MPA may negotiate and enter into service and supply contracts as it deems necessary and reasonable (the "Service Contracts"). The MPA shall supervise the performance of all independent contractors, subcontractors, suppliers, and servicing agents required in connection with the MPAs discharge of its obligations under this Agreement. All Service Contracts shall be in writing, in the name of the MPA, and assignable to the County. All Service Contracts shall be fully subject to and consistent with the Agreement, including the Term.

(a) SBE Compliance Required. The MPA shall comply with the County's Small Business Enterprise ("SBE") Program in awarding Service Contracts. The SBE goals shall be established by the County in accordance with the process set forth in the SBE program provisions. The MPA shall comply with the SBE program and shall submit annual compliance statements to the County in a form reasonably required by and acceptable to the County.

(b) County Indemnification Required. All Service Contracts shall require the service contractor, to the maximum extent permitted by law, to indemnify, defend (with counsel reasonably acceptable to the indemnitees), protect and hold harmless the MPA and the County from and against any and all damages in any manner related to, arising out of and/or resulting from any damage to or injury to, or death of, persons or property caused or occasioned by or in connection with or arising out of any acts or omissions of the service contractor or its employees,

agents or contractors.

(c) Delinquent Firms. The MPA shall not enter into Service Contracts with entities, or allow any entities to provide any services whatsoever at any Park Facility, that are delinquent or in arrears in their financial obligations with the County and/or that are debarred from doing work for the County.

1.07 Article 7 of the County's Home Rule Charter; Other Restrictions. The MPA acknowledges and agrees that, as County parks, the Park Facilities are subject to Article 7 of the Miami-Dade County Home Rule Charter and all of the limitations contained therein, unless such Park Facilities are specifically exempt from the requirements of Article 7. Similarly, certain Park Facilities, including without limitation, Crandon Park, may be subject to additional restrictions (e.g., the Crandon Park Master Plan). All signage and equipment installed at the Park Facilities and the MPA's conduct of business at the Park Facilities shall comply with the restrictions contained in Article 7 or any other restriction imposed on a Park Facility through separate agreements. The County shall have the authority, at its sole and exclusive discretion, to direct the MPA, without compensation from the County, to remove any signage or equipment or to cease and practice that does not comply with Article 7 or any other restriction applicable to the Park Facility in question.

1.08 Reduction of Services. The County reserves the right to and may, in its sole and absolute discretion, request a reduction of the services provided by the MPA to the County under § 1.02 of this Agreement for one or more Park Facilities. In this regard, the County may request fewer hours of service from MPA personnel performing services for the County, including up to the point of elimination of such services.

If the County requests a reduction of services pursuant to this section, then the MPA shall cease providing such services, in accordance with the County's instruction, and downwardly adjust the amount(s) due under § 2.02 of this Agreement, accordingly. The County shall provide MPA thirty (30) days' notice prior to requesting any reduction of services.

1.09 Maintenance of Third-Party Agreement. The MPA acknowledges and agrees that it is important to the County and critical to the proper functioning of the transaction memorialized by this Agreement that the MPA maintain in good standing its contractual relationship with PayByPhone Technologies, Inc. and Parkeon, Inc., or alternative providers of parking technology that provides at least the same functionality as that provided by PayByPhone Technologies, Inc. and Parkeon, Inc. at the inception of this Agreement (the "MPA Vendor Agreement"). By entering into this Agreement, and as of the Effective Date of this Agreement, the MPA represents and warrants that the MPA Vendor Agreement is in good standing, and that there are no threatened or pending events of default of threats of termination under the MPA Vendor Agreement. Throughout the Term, the County shall be entitled to request written assurance from the MPA that the MPA Vendor Agreement remains in good standing. The MPA's failure to provide such written assurance within thirty (30) days of the County's request, or the existence of an uncured or uncurable condition of default by the MPA in the MPA Vendor Agreement, or the termination of the MPA Vendor Agreement shall constitute a default under this Agreement, which the MPA shall have the right to cure upon thirty (30) days' written notice from the County. The MPA further represents and warrants that, the MPA's entry into this Agreement with the County, and the MPA's

performance of its obligations under this Agreement, will not constitute a default under the MPA Vendor Agreement and will not violate the terms of any license agreement between the MPA and PayByPhone Technologies, Inc. or Parkeon, Inc., or any successor to either of those entities. The MPA, at its own expense, shall defend, indemnify, and otherwise hold the County harmless from and against any claim, including any claim arising out of an alleged violation of PayByPhone Technologies, Inc.'s or Parkeon, Inc.'s (or their successors' or assignees') intellectual property rights, brought against the County by PayByPhone Technologies, Inc. or Parkeon, Inc., or their successors or assignees, which claim(s) allege(s) that this Agreement violates the terms of the MPA Vendor Agreement or any license agreement concerning the equipment or software provided by the MPA to the County under this Agreement. The County acknowledges that MPA as a public entity must utilize procurement methods that may result in agreements with other entities that utilize the same or similar services.

ARTICLE 2
FINANCIAL TERMS

2.01 Payment for Equipment and Signage. Through this Agreement, the MPA agrees to finance the County's purchase of all necessary equipment to implement a pay-by-phone and pay-by-plate park system at the Park Facilities. For all of the equipment necessary to implement this Agreement at the initial Park Facilities, the quantities of which equipment is described in §§ 1.02(a)(ii) of this Agreement, the County shall pay $8,212.21 per month for a five (5) year period. Payment for the 430 signs described in Section 1.02(a)(i) shall be per the attached Exhibit B, the proforma. To the extent the County decides to add additional Park Facilities pursuant to § 1.03 of this Agreement, the cost of each additional sign shall be $13.70 for 18" x 24" signs, $45.00 for 24" x 36" signs, and $25.00 for u-channels and each additional pay-by-plate machine shall cost $7,840.00 or the cost of signage at the time of purchase. Notwithstanding the foregoing, the County shall not be required to pay more than the actual cost paid by the MPA for any additional signage or equipment, plus four percent (4%) to the extent financed through MPA. Any equipment ordered by the County for Park Facilities added pursuant to § 1.03 of this Agreement shall be repaid over a five-year (5) period, unless there are fewer than five (5) years remaining in the Term, in which case the cost of such additional equipment shall be repaid in equal monthly installments over the remainder of the Term.

2.02 Overhead Expenses. The parties acknowledge and agree that the MPA will incur additional overhead expenses to implement this Agreement. As a result, the County agrees to compensate the MPA for the actual additional overhead expenses incurred by the MPA as a result of this Agreement. Payment to the MPA for overhead expenses pursuant to this paragraph shall not exceed five percent (5%) of the amount identified in the pro forma that is attached to this Agreement as Exhibit B. Reimbursable overhead expenses shall be limited to (1) personnel and fringe costs; (2) vehicle expenses (mileage, gas, and maintenance); (3) repairs and maintenance of pay-by-plate equipment for parts and services not covered under warranty; (4) printing and supplies of paper rolls and cleaning cards for use at Park Facilities; and (5) bank and credit card fees paid by the MPA in connection with customers' selected form of payment at the Park Facilities. Payment by the County to the MPA for overhead expenses shall be based on the pro-formas for the individual Park Facilities in which the MPA has begun the installation of equipment and signage, and commenced providing services pursuant to this Agreement.

For overhead expense categories (3), (4), and (5), the County shall reimburse MPA for its actual expenditures, all up to the caps established pursuant to Exhibit B to this Agreement. As to expense categories (1) and (2), the parties acknowledge and agree that it will be difficult or impossible to trace those expenses specifically to the MPA's provision of services in the Park Facilities. In no event shall the County's reimbursement liability for expense categories (1) and (2) exceed the projected expenditure set forth in Exhibit B to this Agreement.

2.03 Revenue Sharing. The County shall pay the MPA a management fee of five percent (5%) of all gross revenues derived through the pay-by-phone and pay-by-plate systems installed by the MPA at Park Facilities.

2.04 Remittance of Parking Revenue; Invoicing; Sales Taxes. By the twentieth (20th) of the following month, the MPA shall remit to the County all parking revenues collected in the preceding month by the MPA from the Park Facilities, without setoff or reduction, unless specifically authorized by the County in writing. The County shall be responsible for the payment of any taxes due, including sales taxes, on the parking revenues collected by the MPA from the Park Facilities.

The MPA shall submit an invoice to the County, including all back-up documentation required by the County to verify any payments due under this Article, within thirty (30) days of the last day of month for which a payment is claimed from the County. The County shall have thirty (30) days in which to verify and pay a claim. If the County disputes all or a portion of a claim for payment submitted by the MPA, then the County may withhold payment the disputed portion of the claim. Before seeking legal redress, including before pursuing the dispute resolution process described in § 5.13 of this Agreement, the parties shall mediate their dispute before a mediator, the costs of which will be borne equally by the parties. Such mediation shall occur not more than once per year. The County's verification of a claim before payment pursuant to this provision shall not constitute an estoppel, waiver, or any other legal impediment whatsoever to the County's pursuit of additional compensation or reimbursement from the MPA if an audit or review conducted pursuant to § 2.06 of this Agreement reveals that additional amounts were due to the County or that the County overpaid the MPA.

2.05 Crandon Park Master Plan. The parties acknowledge and agree that Crandon Park, one of the Park Facilities, is subject to the Crandon Park Master Plan and all of the restrictions contained therein, as the Crandon Park Master Plan may be amended from time to time and so long as the Crandon Park Master Plan remains in effect. As required by the Crandon Park Master Plan, the MPA shall pay the County the greater of One Hundred Fifty ($150.00) per month or ten (10) percent of all gross revenues (defined as the management fee due under Section 2.03) derived by the MPA from Crandon Park under this Agreement.

2.06 Audit and Inspection Rights. The County, its auditors, or designee(s) shall have the right, without limitation, at any time during the Term to enter into any locations which the MPA may use in connection with its operations pursuant to this Agreement, to: (1) verify, check and record data used in connection with its operations; (2) inspect, review, verify and check all or any portion(s) of the procedures for recording or compiling information used to determine any amounts due to or payable by the County under this Agreement; and (3) audit, check, inspect and review all books of account, records, financial reports, financial statements, operating statements, sales

tax returns, and working papers relating to this Agreement, and other pertinent information as may be determined to be needed or desirable. Prior to entering any locations, however, the County shall give reasonable advance notice to the MPA.

The County, its auditors, or designee(s) shall further have the right, upon reasonable written notice to the MPA, at the sole cost of the County except as specified below, to examine the books and records of the MPA to determine the correctness of the amounts paid by or to the County. The County shall conduct an audit at a minimum of once annually during the term of the contract. At least thirty (30) days prior written notice shall be provided by to the MPA. If, as a result of such examination, it is established that the amounts paid by the County were more than the MPA was entitled to under this Article or that the amounts paid to the County were less than the County was entitled to under this Article, then the MPA shall forthwith pay the difference to the County, together with interest thereon at the prevailing rate from the date such amount or amounts should have been paid.

If any such audit under this § 2.06 reveals any overpayment by the County to the MPA or underpayment to the County by the MPA, which overpayment by the County to the MPA or underpayment by the MPA to the County is equal to or greater than 3.0% of the amount actually due, then the MPA shall pay the amount actually due, plus interest, and the County's reasonable costs and expenses in connection with its audit. Except as provided in the foregoing sentence of this paragraph, the County shall be responsible for all of its own expenses incurred in connection with an audit. If the MPA negligently, intentionally or willfully fails to maintain its books and records in a reasonable business manner such that the MPA's books and records are deemed inauditable by the County's auditors under prevailing auditing standards and practices, then the MPA agrees that it shall reimburse the County for the County's reasonable costs and expenses in connection with its audit and pay an amount equal to the six (6) months of any payments due or estimated to be due to the MPA under §§ 2.01, 2.02, and 2.03 of this Agreement, which amount the parties acknowledge is an effort to quantify an amount that is not readily ascertainable and which amount is expressly not a penalty. The MPA agrees to give the County a copy of any audits of the MPA conducted by third parties in respect of payments due under this Agreement.

2.07 Interest Rate and Calculation. Any interest due pursuant to this Agreement, shall be at the judgment interest rate established by Florida's Chief Financial Officer. Interest, which shall compound monthly, shall be calculated from the date on which payment of the amount for which interest is claimed was due.

ARTICLE 3
TERMINATION

3.01 Termination. At any time before the expiration of the Term, the County or MPA may terminate this Agreement, in whole or in part, with or without cause, by giving at least one hundred twenty (120) days' prior written notice to the other party. To the extent a party seeks termination based on a default, the party in alleged default may utilize the 120-day pre-termination period to cure the default. Any notice of termination shall specify the date of termination and, if the termination is partial, the Park Facility or Park Facilities for which services are being terminated. In the case of a partial termination, the County and MPA's obligations under this Agreement shall terminate on the date set forth in the notice of termination for the Park Facility or

Park Facilities set forth therein, but the County and MPA's obligations for all other Park Facilities shall remain in full force and effect.

3.02 Financial Responsibility Upon Termination. Upon termination of this Agreement, whether such termination is total or partial, neither party shall be liable to the other for any loss of revenue or profits or for any indirect or consequential damages caused by such termination.

(a) Termination by MPA. If the MPA terminates this Agreement in whole or in part, while the County is in good standing with its obligations under this Agreement (i.e., not in default), then the County shall retain the equipment installed at the terminated Park Facility, and the County shall continue to make payments to the MPA for the equipment until such equipment is fully paid off, which payments shall be due as provided in § 2.04 of this Agreement, without acceleration and without the interest charged pursuant to § 2.01. Upon termination pursuant to this paragraph, for each terminated Park Facility, the MPA shall not be entitled to receive the payments described in § 2.03 (management fee) or § 2.02 (overhead) of this Agreement, regardless if the termination is for cause or convenience. If MPA terminates the Agreement in whole or in part, as a result of default by the County, then the County shall pay MPA the outstanding balance of the cost of the signage and equipment installed, in an accelerated lump sum payment payable to MPA within 30 days of the effective date of the termination.

(b) Termination by County for Default by MPA. If the County terminates this Agreement in whole or in part, as the result of a default under this Agreement by the MPA, then the County shall retain the equipment provided by the MPA pursuant to this Agreement and continue to make payments to the MPA until such equipment is fully paid off, which payments shall be due as provided in § 2.04 of this Agreement, without acceleration and without the interest charged pursuant to § 2.01. Upon termination pursuant to this paragraph, for each terminated Park Facility, the MPA shall not be entitled to receive the payments described in § 2.03 (management fee) or § 2.02 (overhead) of this Agreement.

(c) Termination by County for Convenience. If the County terminates this Agreement in whole or in part, for convenience, then the County shall continue to pay for the equipment and signage, which payments shall be due as provided in § 2.04 of this Agreement, without acceleration. If the County terminates this Agreement for convenience, the County's sole liability to the MPA shall be for the equipment and signage actually provided to the County by the MPA, and the County shall not be liable for the other payments described in § 2.03 (management fee) or § 2.02 (overhead) of this Agreement.

3.03 Assignment of Warranties and Claims Upon Termination. In the event of termination of this Agreement, in whole or in part, for cause or without cause, by the County or by the MPA, the MPA shall provide written evidence to the County of the assignment in favor of the County of all warranties and pending claims for repair to equipment installed at any terminated Park Facility. By entering into this Agreement, the MPA represents and warrants to the County that any warranties for or any claims for maintenance of equipment installed pursuant to this Agreement are assignable to the County.

3.04 Agreement with Third-Party Vendor Upon Termination. The parties acknowledge and agree that certain indispensable services from a third-party vendor (at the commencement of

this Agreement that vendor is PayByPhone Technologies, Inc. and Parkeon, Inc.) or its successors or assigns are necessary for the useful operation of the parking system that MPA will provide to the County pursuant to this Agreement. If the County terminates this Agreement for convenience and desires to continue utilizing the parking technology implemented in the Park Facilities pursuant to this Agreement, then the MPA shall reasonably cooperate with the County in its efforts to obtain an agreement with that vendor on terms and conditions at least as favorable to the County as those extended by the vendor to the MPA, including by providing favorable references to the vendor. If the MPA terminates this Agreement pursuant to § 3.02(a) (except because of a default by the County) or the County terminates this Agreement pursuant to § 3.02(b), then the MPA shall similarly cooperate with the County in its good-faith efforts to obtain an agreement with that vendor on terms and conditions at least as favorable to the County as those extended by the vendor to the MPA, and if the County is unable to obtain an agreement on such terms and conditions, then the MPA shall be liable to the County for the monetary value of the difference in the terms and conditions extended by the vendor to the MPA versus those extended by the vendor to the County.

ARTICLE 4
INSURANCE AND BONDING

4.01 Coverage Requirements. The MPA shall furnish to Miami-Dade County, c/o the Parks, Recreation, and Open Spaces Department, 275 Northwest Second Street, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the MPA as required by Florida Statute 440.

B. Commercial General Liability Insurance in an amount not less than $1,000,000 per occurrence for bodily injury and property damage combined. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

The MPA will be responsible for insuring all MPA personal property and equipment used in connection with this Agreement. The County will not be responsible for repair or replacement of MPA-owned property.

The MPA will require all entities providing service to the MPA in connection with this Agreement, to name Miami-Dade County as an additional insured on their General Liability Insurance policies.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division; or the company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services. Certificate holder must read: Miami-Dade County, 111 NW 1st Street, Suite 2340, Miami FL 33128.

The MPA shall promptly notify the County of any material change or cancellation of the insurance coverage required to be maintained by the MPA under this Agreement.

Compliance with the foregoing requirements shall not relieve the MPA of liability and obligation under this section or under any other section of this Agreement.

4.02 Indemnification. Subject to the provisions and limitations of Fla. Stat. § 768.28, which limits the liability of governmental entities, the MPA shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including 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 performance of this Agreement by the MPA or its employees, agents, servants, partners principals or subcontractors. The MPA 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 attorney's fees which may issue thereon. The MPA expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the MPA shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. As between the County and MPA, each party shall bear its own attorneys' fees and costs, but the County shall not be required to reimburse the MPA for any attorneys' fees or costs that the MPA incur in providing a defense or indemnity to the County pursuant to this paragraph.

ARTICLE 5
MISCELLANEOUS TERMS

5.01 Authority. Each of the MPA and County hereby represents and warrants that it has the right, power, and authority to enter into and perform this Agreement and that this Agreement and its obligations hereunder have been duly and legally authorized by it.

5.02 Compliance with Laws. The parties shall comply with applicable federal, state, and local laws, codes, ordinances, rules and regulations in performing their respective duties, responsibilities, and obligations pursuant to this Agreement.

5.03 Background Screening of All Employees and Contractors. In accordance with the Shannon Melendi Act, Miami-Dade County Ordinance No. 08-07 (as it may be amended from time to time), all of the MPA's employees, personnel, volunteers, contractors, consultants and any other entity or persons that will provide any services or perform any work at the Park Facilities

must comply with the Shannon Melendi Act before the scheduled start of such employment, volunteerism, or work.

5.04 Governmental Approvals. If any governmental license or permit shall be required for the proper and lawful conduct of the MPA's obligations under this Agreement, or any part thereof, or if failure to secure such license or permit would in any way adversely affect the County, the MPA, at its expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by the County. The MPA shall at all times comply with the terms and conditions of each such license or permit.

5.05 Non-Discrimination. The MPA does hereby for itself, its personal representatives, successors in interest, and assignors, as part of the consideration hereof, covenant and agree that:

(a) No person on the ground of race, color, religion, ancestry, national origin, sex, pregnancy, marital status, familial status, gender identity or gender expression, status as a victim of domestic violence, dating violence or stalking, sexual orientation, age, residency within or outside the County, or handicap shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the facilities provided under this Agreement, except as provided by law.

(b) In the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the ground of race, color, religion, ancestry, national origin, sex, pregnancy, marital status, familial status, gender identity or gender expression, status as a victim of domestic violence, dating violence or stalking, sexual orientation, age, residency within or outside the County, or handicap shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, except as provided by law.

(c) The MPA shall use the premises in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations, Article 80, Non-discrimination under programs receiving Federal Assistance through the Health, Education and Welfare Act - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of breach of any of the above non-discrimination covenants, the County shall have the right to terminate the Agreement. This provision shall not be effective, where applicable, until the procedures of Title 45, Code of Federal Regulations, Part 80, are followed and completed including exercise or expiration of appellate rights. The MPA shall not discriminate against any employee or applicant for employment in the performance of the Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color, religion, ancestry, national origin, sex, pregnancy, marital status, familial status, gender identity or gender expression, status as a victim of domestic violence, dating violence or stalking, sexual orientation, age, residency within or outside the County, or handicap.

5.06 No Waiver of Right to Enforce. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or any subsequent breach of the same or any other term, covenant, or condition herein contained. The late performance of any obligation under this Agreement, shall not be deemed to be a waiver of any preceding breach by either party of any term, covenant, or condition of this

Agreement. No covenant, term, or condition of this Agreement shall be deemed to have been waived by either party, unless such waiver is in writing.

5.07 Entire Agreement; Amendments; Assignment. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms contained herein shall be effective unless set forth in writing in accordance with this section. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties. The performance of the MPA's obligations under this Agreement by the MPA itself is important to the County. As such, this Agreement, in whole or in part, or the MPA's performance of its obligations under this Agreement, shall not be assignable or transferable to any third party without the written consent of the County, which the County may withhold for any reason or no reason at all, unless the assignee is the City of Miami.

5.08 Joint Preparation. The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties from the other.

5.09 Severability. In the event a portion of this Agreement is found to be invalid by a court of competent jurisdiction, the remaining provisions shall continue to be effective unless the County or MPA elect to terminate this Agreement, in whole or in part. An election to terminate this Agreement, in whole or in part, based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

5.10 Headings. The headings of the various paragraphs and sections of this Management Agreement, are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Management Agreement or any part or parts of this Management Agreement.

5.11 County as Sovereign. It is expressly understood that notwithstanding any provision of this Agreement and the County's status thereunder, that the County retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning, or development under present or future laws and regulations of whatever nature applicable to the operations of the MPA or be liable for the same, unless the County is not acting in good faith and in a manner designed to negate the provisions of the Agreement. The County shall not, by virtue of this Agreement, be obligated to grant the MPA any approvals of applications for building, zoning, planning, or development under present or future laws and ordinances of whatever nature applicable to the operations of the MPA, unless the County is not acting in good faith and in a

manner designed to negate the provisions of the Agreement. The County's rights as sovereign include, but are not limited to, the right to establish or eliminate fees, including parking fees, for County parks. As a result of the County's establishment or elimination of parking fees for any Park Facilities, the MPA shall not be entitled to maintain an action against the County seeking equitable relief (e.g., injunctive or declaratory relief) or for loss of revenue or any other category of damages.

5.12 No Third-Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to (a) confer upon any entity or person, other than the expressed parties herein, any rights or remedies under or by reason of this Agreement as a third-party beneficiary, or otherwise; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

5.13 Dispute Resolution; Applicable Law. Subject to the procedure set forth in § 2.04 of this Agreement, the parties shall resolve any disputes, controversies, or claims between them arising out of this Agreement in accordance with the "Florida Governmental Conflict Resolution Act," Chapter 164, Florida Statutes, as it may be amended from time to time. This Agreement shall be governed by Florida law, without regard to its conflict-of-law provisions. Venue in any proceedings shall be in Miami-Dade County, Florida.

5.14 Public Records; Maintenance of Records. This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes, as they may be amended from time to time. The parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws, and laws relating to records retention. The parties acknowledge and accept each other's authority to access the other's public records, and each other's obligation to make those records available upon request, in accordance with all applicable laws. The parties shall keep records to show their compliance with this Agreement. In addition, the MPA's contractors and subcontractors must make available, upon the County's request, any books, documents, papers, and records which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions must be made available.

5.15 Notices. Any notice provided pursuant to the terms and provisions hereof shall be deemed to be delivered when sent by electronic mail or hand delivery, delivery service or by certified mail, return receipt requested, postage prepaid. Notices shall be sent to:

If to the County:

County Mayor
Miami Dade County
Stephen P. Clark Center
111 NW 1st Street
Miami, Florida 33128

With copies to:

County Attorney
Office of the County Attorney
Miami Dade County
Stephen P. Clark Center
111 NW 1st Street, Suite 2810
Miami, Florida 33128

If to MPA:

Chief Executive Officer
Miami Parking Authority
40 N.W. 3rd Avenue
Miami, Florida 33133

With a copy to:

Alejandra Argudin
Miami Parking Authority
40 N.W. 3rd Avenue
Miami, Florida 33133

Tiffany C. Britton, Esq.
Miami Parking Authority
40 N.W. 3rd Avenue
Miami, Florida 33133

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

MIAMI-DADE COUNTY, a political subdivision of the State of Florida

By: _____
Harvey Ruvin
Clerk of the Board

By: _____
Carlos A. Giménez
Mayor, Miami-Dade County

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Assistant County Attorney

ATTEST:

DEPARTMENT OF OFF-STREET PARKING d/b/a MIAMI PARKING AUTHORITY, an agency and instrumentality of the City of Miami

By: _____

By: _____
Arthur Noriega
Chief Executive Officer

APPROVED AS TO FORM AND CORRECTNESS:

APPROVED AS TO INSURANCE REQUIREMENTS:

By: _____
Victoria Méndez
City Attorney

By: _____
Ann-Marie Sharpe,
Risk Management Director

List of Exhibits

Exhibit A – Park Facilities

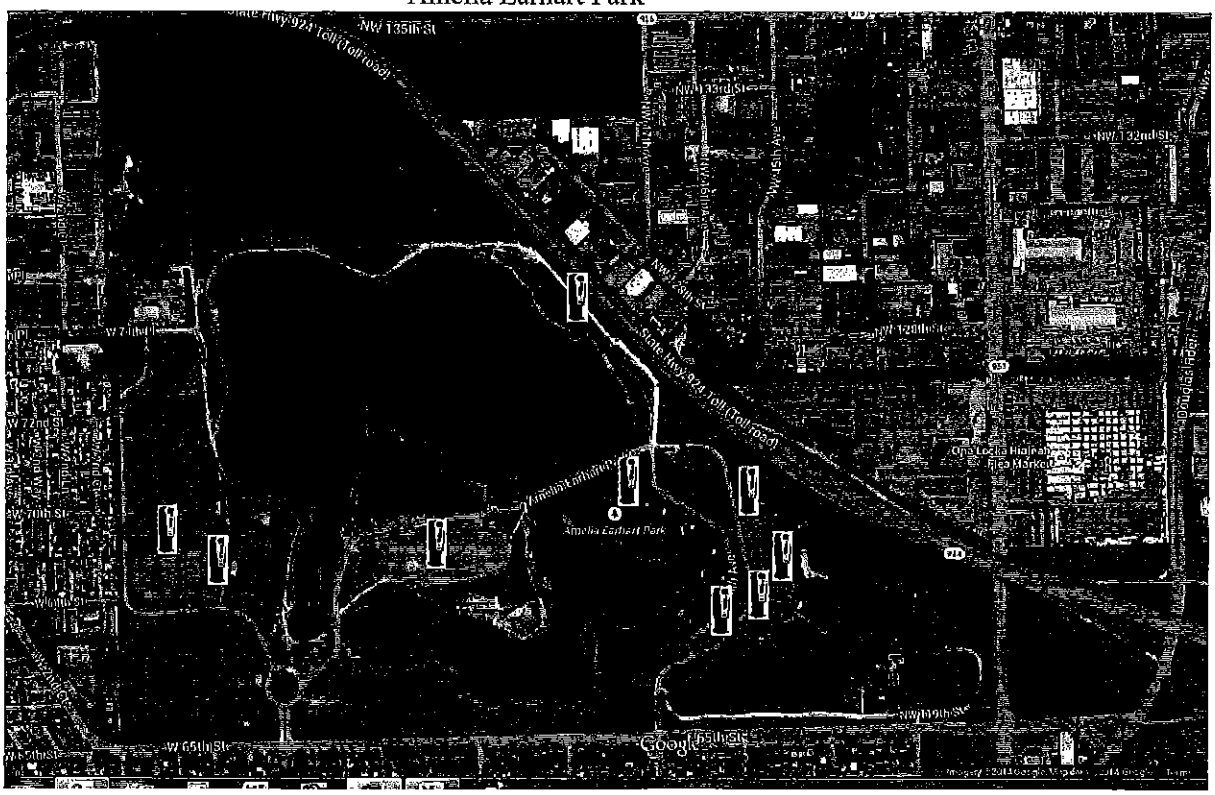
Exhibit B – Parking Services Agreement Pro Forma

Exhibit C – Parking Equipment Installation Schedule – Miami-Dade Parks Transition Timeline

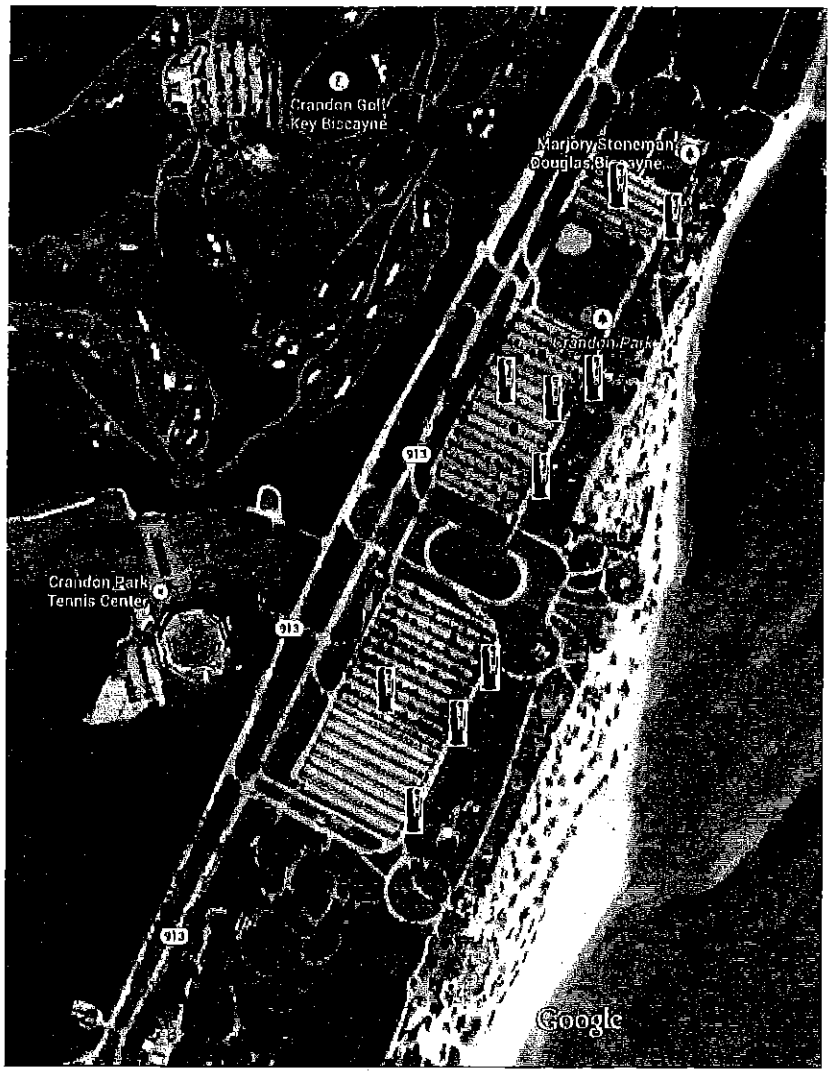
EXHIBIT A

- This symbol represents each pay by plate machine that will be installed.

Amelia Earhart Park

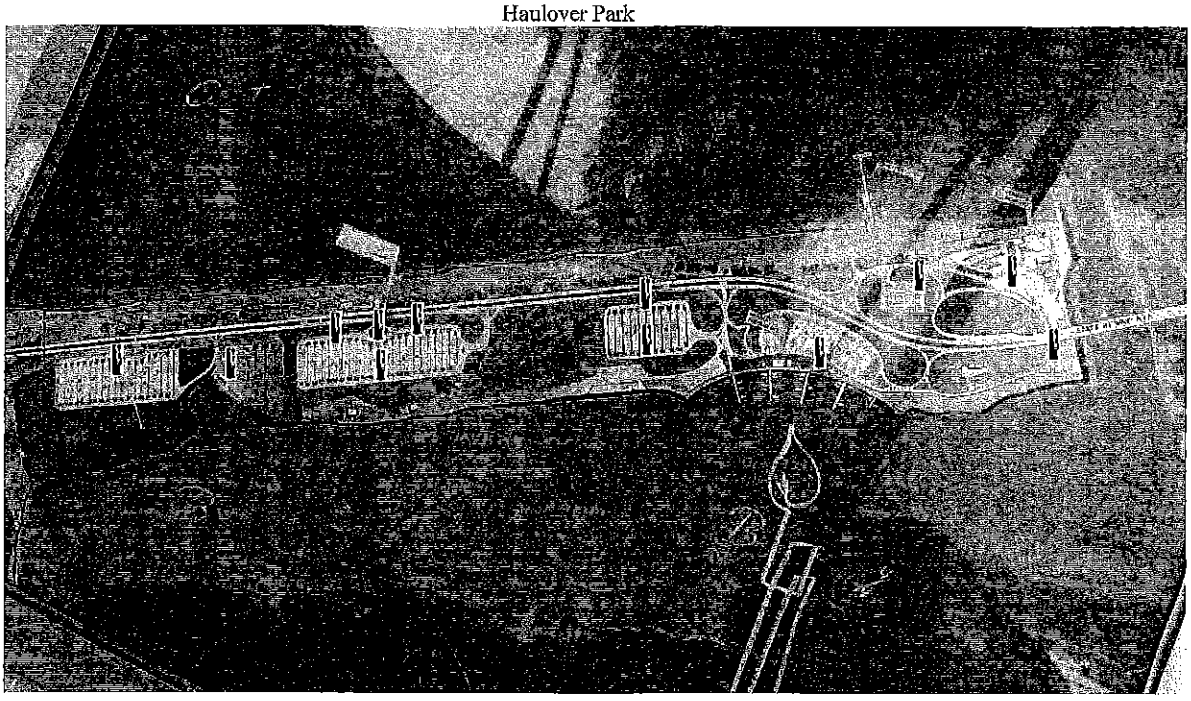


Crandon Park

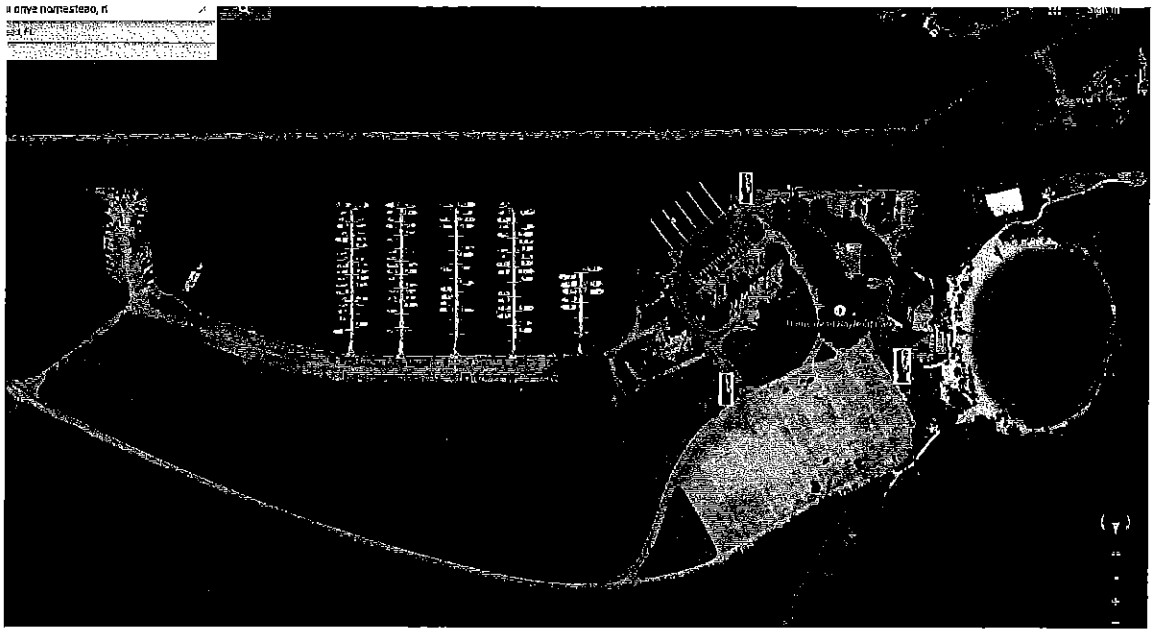


Greynolds Park

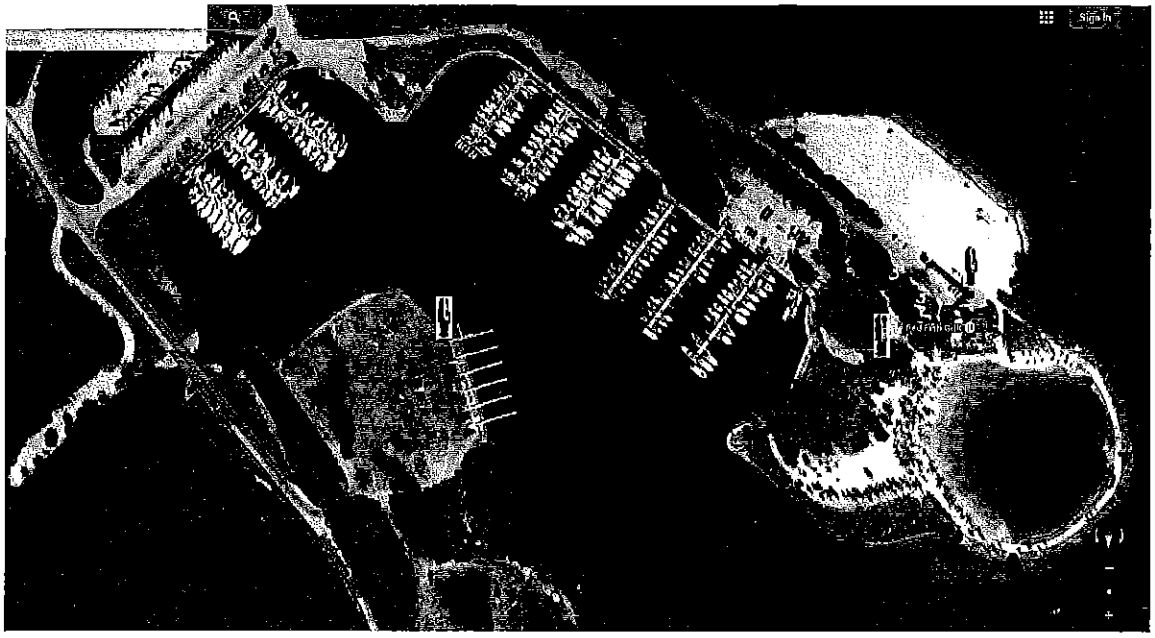
Haulover Park



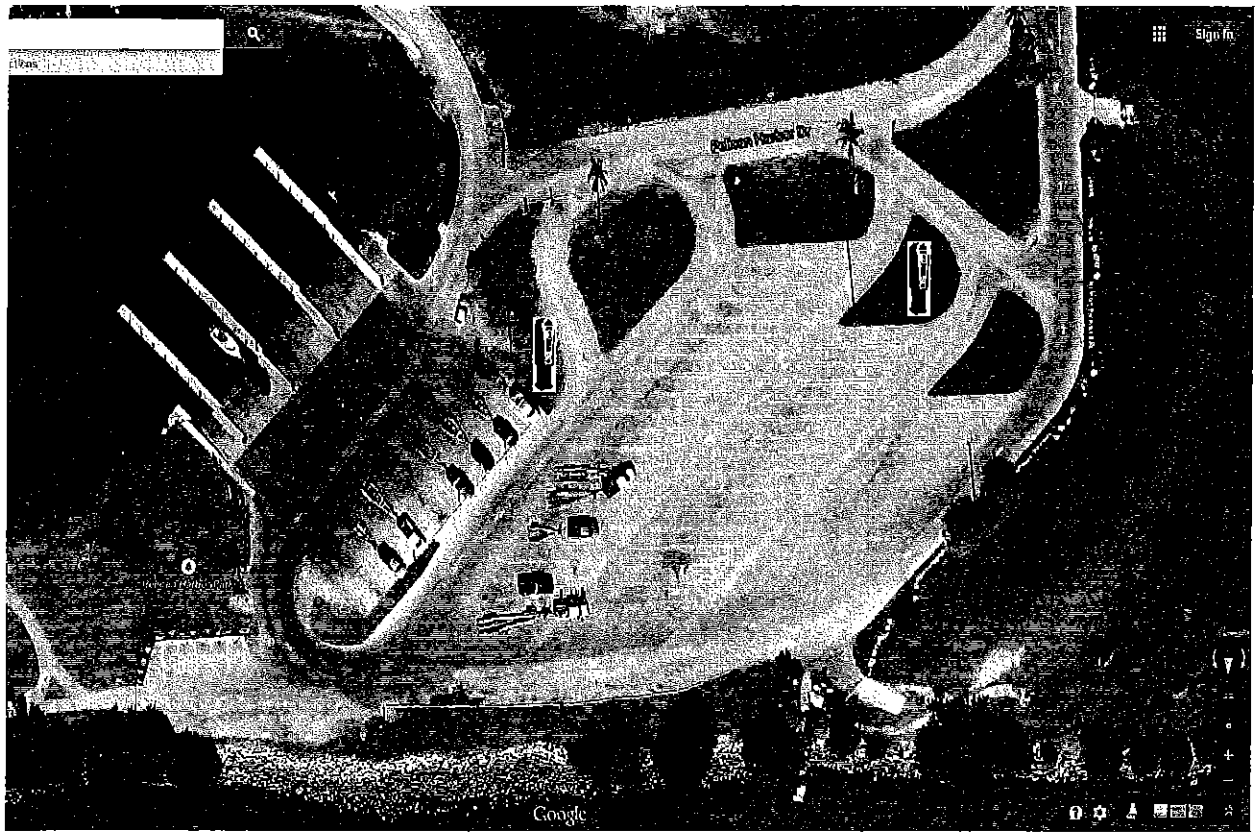
Homestead



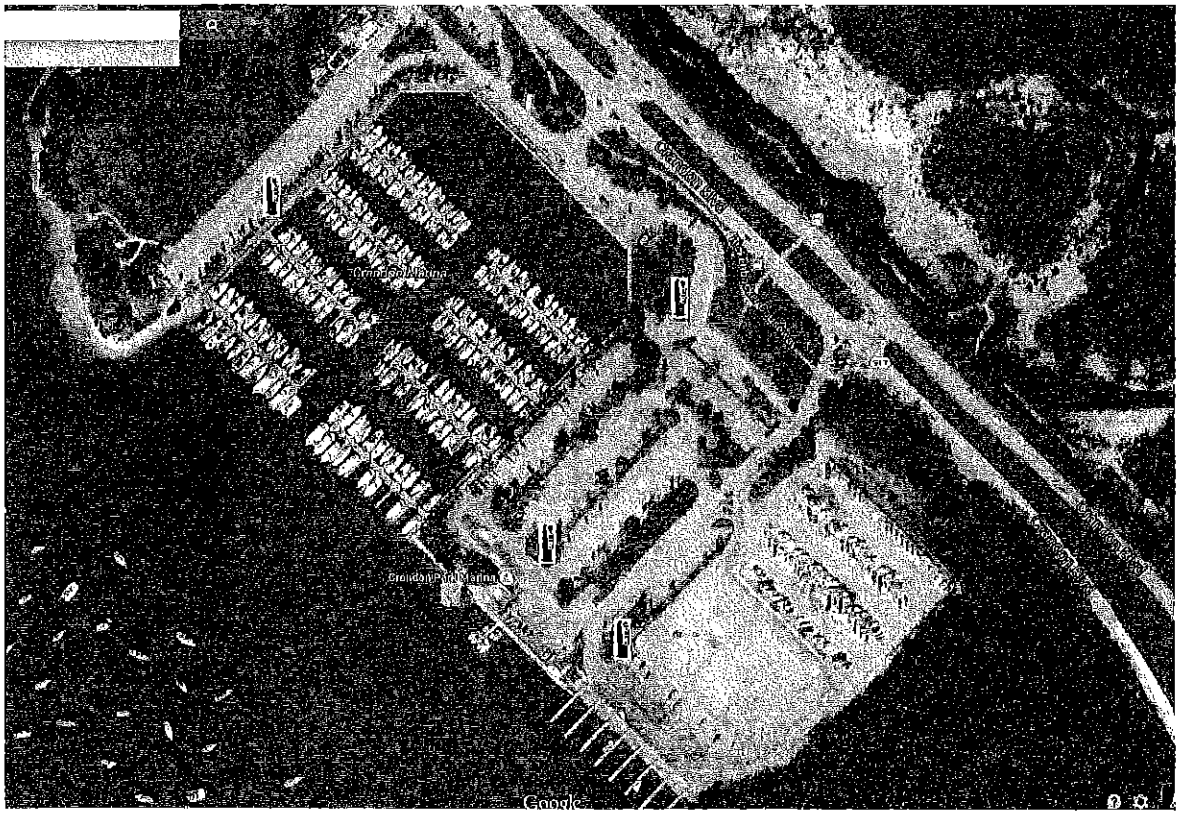
Matheson Hammock Park



Pelican Harbor



Crandon Park Marina



Black Point Marina

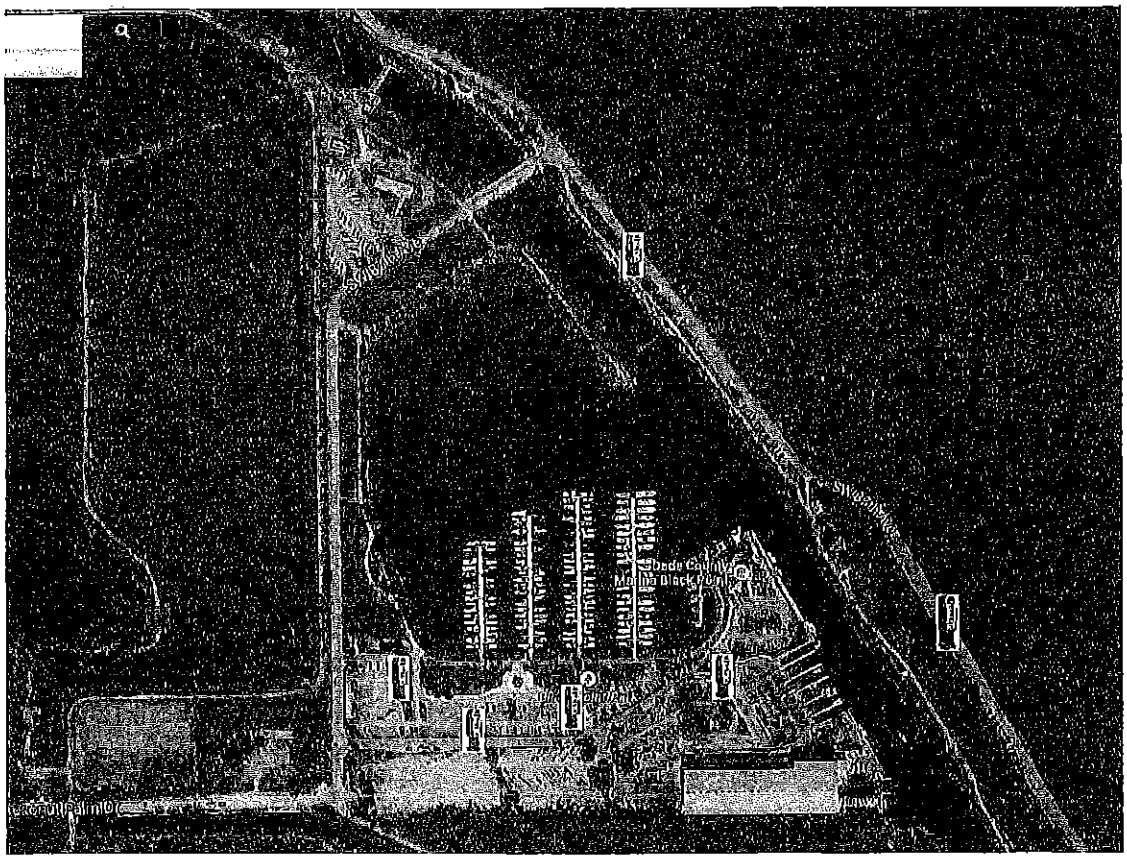


EXHIBIT B

All Parks

PAD #	56			Year Pass		Occupancy (1)	Avg. Fee	$	100% 2014	100% 2015	100% 2016	100% 2017	100% 2018	
			Vehicles	Daily (Mon-Fri)			Avg. Fee	$	5.00	5.00	5.00	5.00	5.00	
Cost	$439,040		Vehicles	Daily (Sat-Sun)			Avg. Fee	$	6.00	6.00	6.00	6.00	6.00	
			Trailers	Daily (Mon-Fri)			Avg. Fee	$	12.00	12.00	12.00	12.00	12.00	
			Trailers	Daily (Sat-Sun)			Avg. Fee	$	15.00	15.00	15.00	15.00	15.00	
ons				Turnover	Vehicles	Days								
		Daily (Mon-Fri)		1.00	0	261	(2)	$	-	0	0	0	0	
		Daily (Sat-Sun)		1.00	0	104	(2)	$	-	0	0	0	0	
		Daily (Mon-Fri)		1.00	0	261	(2)	$	-	0	0	0	0	
		Daily (Sat-Sun)		1.00	0	104	(2)	$	-	0	0	0	0	
		Yearly Pass		1.00	0	1	(2)	$	-	0	0	0	0	
Collections								$	6,085,914	6,085,914	6,268,500	6,456,600	6,650,300	
Parking Income Less Sales Tax	and Surcharge								6,085,900	6,085,900	6,268,500	6,456,600	6,650,300	
Total Collections								$	6,085,900	6,085,900	6,268,500	6,456,600	6,650,300	

ng Expenses		Annual Salary	Total Hrs/Yr	Hourly Rate	19% Fringe Benefits	3% OT Contingency							
Asst. Manager		$ 38,000	800	$18.27	$ 8.40	$ -	(3)	$	21,338	0	0	0	0	
Enforcement		$ 29,681	-	$14.27	$ 2.71	$ 0.43	(3)	$	0	0	0	0	0	
Meter Tech/Collector		$ 29,681	2,704	$14.27	$ 2.71	$ 0.43	(3)	$	47,074	49,400	51,900	54,500	57,200	
Administrative		$ 29,681	2,496	$14.27	$ 2.71	$ 0.43	(3)	$	43,453	45,600	47,900	50,300	52,800	
Total Personnel Expense									111,866	95,000	99,800	104,800	110,000	
Repairs and Maintenance					$1,000	/ PAD	(4)	$	27,000	56,800	59,600	62,700	65,800	
Vehicles	7				$400	/ Vehicle	(4)	$	2,800	2,900	3,000	3,200	3,400	
Supplies, Printing and Misc.					$300	/ PAD	(4)	$	16,800	17,600	18,500	19,400	20,400	
Uniforms/ Phone	0				$1,100	/ Employee	(4)	$	0	0	0	0	0	
Bank Fees for Credit Cards					50%		(4)	$	197,792	207,700	218,100	229,000	240,500	
Signs (430 Signs and U channels)					$50		(4)	$	21,500	5,450	5,450	5,450	5,450	53,152
Installation					$176	/ PAD		$	9,852	0	0	0	0	
Management Fee (Collections)								$	304,296	304,296	313,425	322,830	332,515	1,577,361
Sub-Total Operational Expenses								$	580,039	594,746	618,075	642,580	668,065	
Total Operating Expenses								$	691,905	689,746	717,875	747,380	778,065	3,624,971
Debt Service for Project			5 years		4.00%	$439,040		$	98,600	98,600	98,600	98,600	98,600	$ 493,000
Subtotal									5,295,395	5,297,554	5,452,025	5,610,620	5,773,635	
10% of Gross Revenue due to MDC for Master Plan									6,705	6,705	6,906	7,113	7,327	
Net Income								$	5,302,100	5,304,259	5,458,931	5,617,733	5,780,962	27,463,984
									1	2	3	4	5	

Notes:

(1) Assumes daily customers @ 100% capacity for the year 2014 -2018
(2) Assumes an annual increase of 3% per year
(3) Assumes an inflation rate of 5% per year
(4) Assumes an inflation rate of 5% per year

Amelia Earhart

PAD #	10				Occupancy (1)		100% 2014	100% 2015	100% 2016	100% 2017	100% 2018
Cost	$78,400			Year Pass	Avg. Fee	$	165.00	165.00	165.00	165.00	165.00
		Vehicles		Daily (Mon-Fri)	Avg. Fee	$	5.00	5.00	5.00	5.00	5.00
		Vehicles		Daily (Sat-Sun)	Avg. Fee	$	6.00	6.00	6.00	6.00	6.00
		Trailers		Daily (Mon-Fri)	Avg. Fee	$	12.00	12.00	12.00	12.00	12.00
		Trailers		Daily (Sat-Sun)	Avg. Fee	$	15.00	15.00	15.00	15.00	15.00

Operating Collections		Turnover	Vehicles	Days							
Vehicles	Daily (Mon-Fri)	1.00	0	261	(2)	$	-	0	0	0	0
	Daily (Sat-Sun)	1.00	0	104	(2)	$	-	0	0	0	0
Trailers	Daily (Mon-Fri)	1.00	0	261	(2)	$	-	0	0	0	0
	Daily (Sat-Sun)	1.00	0	104	(2)	$	-	0	0	0	0
	Yearly Pass	1.00	0	1	(2)	$	-	0	0	0	0
Collections						$	781,676	781,676	805,100	829,300	854,200
Parking Income Less Sales Tax				**and Surcharge**			781,700	781,700	805,100	829,300	854,200
Total Collections						$	781,700	781,700	805,100	829,300	854,200

Estimated Operating Expenses		Annual Salary	Total Hrs/Yr	Hourly Rate	19% Fringe Benefits	3% OT Contingency						
Asst. Manager		$ 38,000	100	$18.27	$ 8.40	$ -	(3)	$	2,667	0	0	0	0
Enforcement		$ 29,681	-	$14.27	$ 2.71	$ 0.43	(3)	$	0	0	0	0	0
Meter Tech/Collector		$ 29,681	520	$14.27	$ 2.71	$ 0.43	(3)		9,100	9,600	10,100	10,600	11,100
Administrative		$ 29,681	312	$14.27	$ 2.71	$ 0.43	(3)		5,400	5,700	6,000	6,300	6,600
Total Personnel Expense									17,167	15,300	16,100	16,900	17,700
Repairs and Maintenance					$1,000	/ PAD	(4)	$	5,000	10,500	11,000	11,600	12,200
Vehicles	1				$400	/ Vehicle	(4)	$	400	400	400	400	400
Supplies, Printing and Misc.					$300	/ PAD	(4)	$	3,000	3,200	3,400	3,600	3,800
Uniforms/ Phone	0				$1,100	/ Employee	(4)	$	0	0	0	0	0
Bank Fees for Credit Cards					50%		(4)	$	25,404	26,700	28,000	29,400	30,900
Signs (75 Signs and U channels)					$50		(4)	$	3,750	800	800	800	800
Installation					$176			$	1,759	0	0	0	0
5% Management Fee (Collections)								$	39,084	39,084	40,255	41,465	42,710
Sub-Total Operational Expenses								$	78,397	80,684	83,855	87,265	90,810
Total Operating Expenses								$	95,565	95,984	99,955	104,165	108,510
Debt Service for Project			5 years		4.00%	$78,400		$	17,600	17,600	17,600	17,600	17,600
Net Income								$	668,535	668,116	687,545	707,535	728,090
									1	2	3	4	5

Notes:

(1) Assumes daily customers @ 100% capacity for the year 2014 -2018
(2) Assumes an annual increase of 3% per year
(3) Assumes an inflation rate of 5% per year
(4) Assumes an inflation rate of 5% per year

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Black Point

							Occupancy (1)		100% 2014	100% 2015	100% 2016	100% 2017	100% 2018
PAD #	6			Year Pass			Avg. Fee	$	165.00	165.00	165.00	165.00	165.00
Cost	$47,040	Vehicles	Daily (Mon-Fri)				Avg. Fee	$	0.00	0.00	0.00	0.00	0.00
		Vehicles	Daily (Sat-Sun)				Avg. Fee	$	0.00	0.00	0.00	0.00	0.00
		Trailers	Daily (Mon-Fri)				Avg. Fee	$	12.00	12.00	12.00	12.00	12.00
		Trailers	Daily (Sat-Sun)				Avg. Fee	$	15.00	15.00	15.00	15.00	15.00

Operating Collections

		Turnover	Vehicles	Days							
Vehicles	Daily (Mon-Fri)	1.00	0	261	(2)	$	-	0	0	0	0
	Daily (Sat-Sun)	1.00	0	104	(2)	$	-	0	0	0	0
Trailers	Daily (Mon-Fri)	1.00	0	261	(2)	$	-	0	0	0	0
	Daily (Sat-Sun)	1.00	0	104	(2)	$	-	0	0	0	0
	Yearly Pass	1.00	0	1	(2)	$	-	0	0	0	0
Collections						$	336,824	336,824	346,900	357,300	368,000
Parking Income Less Sales Tax		and Surcharge					336,800	336,800	346,900	357,300	368,000
Total Collections						$	336,800	336,800	346,900	357,300	368,000

Estimated Operating Expenses

		Annual	Salary	Total Hrs/Yr	Hourly Rate	19% Fringe Benefits	3% OT Contingency							
Asst. Manager		$	38,000	100	$18.27	$ 8.40	$ -	(3)	$	2,667	0	0	0	0
Enforcement		$	29,681	-	$14.27	$ 2.71	$ 0.43	(3)	$	0	0	0	0	0
Meter Tech/Collector		$	29,681	312	$14.27	$ 2.71	$ 0.43	(3)		5,400	5,700	6,000	6,300	6,600
Administrative		$	29,681	312	$14.27	$ 2.71	$ 0.43	(3)		5,400	5,700	6,000	6,300	6,600
Total Personnel Expense										13,467	11,400	12,000	12,600	13,200
Repairs and Maintenance						$1,000	/ PAD	(4)	$	3,000	6,300	6,600	6,900	7,200
Vehicles	1					$400	/ Vehicle	(4)	$	400	400	400	400	400
Supplies, Printing and Misc.						$300	/ PAD	(4)	$	1,800	1,900	2,000	2,100	2,200
Uniforms/ Phone	0					$1,100	/ Employee	(4)	$	0	0	0	0	0
Bank Fees for Credit Cards						50%		(4)	$	10,947	11,500	12,100	12,700	13,300
Signs (45 Signs and U channels)						$50		(4)	$	2,250	750	750	750	750
Installation						$176			$	1,056	0	0	0	0
5% Management Fee (Gross Revenue)									$	16,841	16,841	17,345	17,865	18,400
Sub-Total Operational Expenses									$	36,294	37,691	39,195	40,715	42,250
Total Operating Expenses									$	49,761	49,091	51,195	53,315	55,450
Debt Service for Project				5 years		4.00%	$47,040		$	10,600	10,600	10,600	10,600	10,600
Net Income									$	276,439	277,109	285,105	293,385	301,950
										1	2	3	4	5

Notes:

(1) Assumes daily customers @ 100% capacity for the year 2014 -2018
(2) Assumes an annual increase of 3% per year
(3) Assumes an inflation rate of 5% per year
(4) Assumes an inflation rate of 5% per year

Crandon

PAD # 14
Cost $109,760

			Occupancy (1)		100% 2014	100% 2015	100% 2016	100% 2017	100% 2018
	Year Pass		Avg. Fee	$	165.00	165.00	165.00	165.00	165.00
Vehicles	Daily (Mon-Fri)		Avg. Fee	$	5.00	5.00	5.00	5.00	5.00
Vehicles	Daily (Sat-Sun)		Avg. Fee	$	6.00	6.00	6.00	6.00	6.00
Trailers	Daily (Mon-Fri)		Avg. Fee	$	12.00	12.00	12.00	12.00	12.00
Trailers	Daily (Sat-Sun)		Avg. Fee	$	15.00	15.00	15.00	15.00	15.00

Operating Collections

		Turnover	Vehicles	Days							
Vehicles	Daily (Mon-Fri)	1.00	0	261	(2)	$	-	0	0	0	0
	Daily (Sat-Sun)	1.00	0	104	(2)	$	-	0	0	0	0
Trailers	Daily (Mon-Fri)	1.00	0	261	(2)	$	-	0	0	0	0
	Daily (Sat-Sun)	1.00	0	104	(2)	$	-	0	0	0	0
	Yearly Pass	1.00	0	1	(2)	$	-	0	0	0	0

Collections		$	1,340,935	1,340,935	1,381,200	1,422,600	1,465,300
Parking Income Less Sales Tax and Surcharge			1,340,900	1,340,900	1,381,200	1,422,600	1,465,300
Total Collections		$	1,340,900	1,340,900	1,381,200	1,422,600	1,465,300

Estimated Operating Expenses

		Annual Salary	Total Hrs/Yr	Hourly Rate	19% Fringe Benefits	3% OT Contingency							
Asst. Manager		$ 36,000	100	$18.27	$ 6.40	$ -	(3)	$	2,667	0	0	0	0
Enforcement		$ 29,681	-	$14.27	$ 2.71	$ 0.43	(3)	$	0	0	0	0	0
Meter Tech/Collector		$ 29,681	520	$14.27	$ 2.71	$ 0.43	(3)		9,100	9,600	10,100	10,600	11,100
Administrative		$ 29,681	312	$14.27	$ 2.71	$ 0.43	(3)		5,400	5,700	6,000	6,300	6,600
Total Personnel Expense									17,167	15,300	16,100	16,900	17,700
Repairs and Maintenance													
Vehicles	1				$1,000	/ PAD	(4)	$	7,000	14,700	15,400	16,200	17,000
Supplies, Printing and Misc.					$400	/ Vehicle	(4)	$	400	400	400	400	400
Uniforms/ Phone	0				$300	/ PAD	(4)	$	4,200	4,400	4,600	4,800	5,000
Bank Fees for Credit Cards	-				$1,100	/ Employee	(4)	$	0	0	0	0	0
Signs (100 Signs and U channels)					50%		(4)	$	43,580	45,800	48,100	50,500	53,000
Installation					$50		(4)	$	5,000	1,000	1,000	1,000	1,000
5% Management Fee (Collections)					$176			$	2,463	0	0	0	0
Sub-Total Operational Expenses								$	67,047	67,047	69,060	71,130	73,265
								$	129,690	133,347	138,560	144,030	149,665
Total Operating Expenses								$	146,857	148,647	154,660	160,930	167,365
Debt Service for Project			5 years		4.00%	$109,760		$	24,700	24,700	24,700	24,700	24,700
10% of Gross Revenue due to MDC for Master Plan									6,705	6,705	6,906	7,113	7,327
Net Income								$	1,169,343	1,167,553	1,201,840	1,238,970	1,273,235
									1	2	3	4	5

Notes:
(1) Assumes daily customers @ 100% capacity for the year 2014 -2018
(2) Assumes an annual increase of 3% per year
(3) Assumes an inflation rate of 5% per year
(4) Assumes an inflation rate of 5% per year

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Greynolds

PAD #	5				Occupancy (1)		100% 2014	100% 2015	100% 2016	100% 2017	100% 2018
Cost	$39,200		Year Pass		Avg. Fee	$	165.00	165.00	165.00	165.00	165.00
		Vehicles	Daily (Mon-Fri)		Avg. Fee	$	5.00	5.00	5.00	5.00	5.00
		Vehicles	Daily (Sat-Sun)		Avg. Fee	$	6.00	6.00	6.00	6.00	6.00
		Trailers	Daily (Mon-Fri)		Avg. Fee	$	12.00	12.00	12.00	12.00	12.00
		Trailers	Daily (Sat-Sun)		Avg. Fee	$	15.00	15.00	15.00	15.00	15.00

Operating Collections		Turnover	Vehicles	Days							
Vehicles	Daily (Mon-Fri)	1.00	0	261	(2)	$	-	0	0	0	0
	Daily (Sat-Sun)	1.00	0	104	(2)	$	-	0	0	0	0
Trailers	Daily (Mon-Fri)	1.00	0	261	(2)	$	-	0	0	0	0
	Daily (Sat-Sun)	1.00	0	104	(2)	$	-	0	0	0	0
	Yearly Pass	1.00	0	1	(2)	$	-	0	0	0	0
Collections						$	120,658	120,658	124,300	128,000	131,800
Parking Income Less Sales Tax				and Surcharge			120,700	120,700	124,300	128,000	131,800
Total Collections						$	120,700	120,700	124,300	128,000	131,800

Estimated Operating Expenses		Annual Salary	Total Hrs/Yr	Hourly Rate	19% Fringe Benefits	3% OT Contingency						
Asst. Manager		$ 38,000	100	$18.27	$ 8.40	$ -	(3)	$	2,667	0	0	0	0
*Enforcement		$ 29,681	-	$14.27	$ 2.71	$ 0.43	(3)	$	0	0	0	0	0
Meter Tech/Collector		$ 29,681	104	$14.27	$ 2.71	$ 0.43	(3)		1,800	1,900	2,000	2,100	2,200
Administrative		$ 29,681	312	$14.27	$ 2.71	$ 0.43	(3)		5,400	5,700	6,000	6,300	6,600
Total Personnel Expense									9,867	7,600	8,000	8,400	8,800
Repairs and Maintenance					$1,000	/ PAD	(4)	$	2,000	4,200	4,400	4,600	4,800
Vehicles	0				$400	/ Vehicle	(4)	$	0	0	0	0	0
Supplies, Printing and Misc.					$300	/ PAD	(4)	$	1,500	1,600	1,700	1,800	1,900
Uniforms/ Phone	0				$1,100	/ Employee	(4)	$	0	0	0	0	0
Bank Fees for Credit Cards					50%		(4)	$	3,921	4,100	4,300	4,500	4,700
Signs (20 Signs and U channels)					$50		(4)	$	1,000	200	200	200	200
Installation					$176			$	880	0	0	0	0
5% Management Fee (Collections)								$	6,033	6,033	6,215	6,400	6,590
Sub-Total Operational Expenses								$	15,334	16,133	16,815	17,500	18,190
Total Operating Expenses								$	25,201	23,733	24,815	25,900	26,990
Debt Service for Project			5 years		4.00%	$39,200		$	8,800	8,800	8,800	8,800	8,800
Net Income								$	86,699	88,167	90,685	93,300	96,010
									1	2	3	4	5

Notes:

(1) Assumes daily customers @ 100% capacity for the year 2014 -2018
(2) Assumes an annual increase of 3% per year
(3) Assumes an inflation rate of 5% per year
(4) Assumes an inflation rate of 5% per year

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Haulover

							Occupancy (1)		100% 2014	100% 2015	100% 2016	100% 2017	100% 2018
PAD #	12		Year Pass				Avg. Fee	$	165.00	165.00	165.00	165.00	165.00
Cost	$94,080	Vehicles	Daily (Mon-Fri)				Avg. Fee	$	5.00	5.00	5.00	5.00	5.00
		Vehicles	Daily (Sat-Sun)				Avg. Fee	$	6.00	6.00	6.00	6.00	6.00
		Trailers	Daily (Mon-Fri)				Avg. Fee	$	12.00	12.00	12.00	12.00	12.00
		Trailers	Daily (Sat-Sun)				Avg. Fee	$	15.00	15.00	15.00	15.00	15.00

Operating Collections		Turnover	Vehicles	Days							
Vehicles	Daily (Mon-Fri)	1.00	0	261	(2)	$	-	0	0	0	0
	Daily (Sat-Sun)	1.00	0	104	(2)	$	-	0	0	0	0
Trailers	Daily (Mon-Fri)	1.00	0	261	(2)	$	-	0	0	0	0
	Daily (Sat-Sun)	1.00	0	104	(2)	$	-	0	0	0	0
	Yearly Pass	1.00	0	1	(2)	$	-	0	0	0	0
Collections						$	1,926,024	1,926,024	1,983,800	2,043,300	2,104,600
Parking Income Less Sales Tax		and Surcharge					1,926,000	1,926,000	1,983,800	2,043,300	2,104,600
Total Collections						$	1,926,000	1,926,000	1,983,800	2,043,300	2,104,600

Estimated Operating Expenses		Annual	Salary	Total Hrs/Yr	Hourly Rate	19% Fringe Benefits	3% OT Contingency						
Asst. Manager		$	38,000	100	$18.27	$ 8.40	$ -	(3)	$	2,667	0	0	0	0
Enforcement		$	29,681	-	$14.27	$ 2.71	$ 0.43	(3)	$	0	0	0	0	0
Meter Tech/Collector		$	29,681	520	$14.27	$ 2.71	$ 0.43	(3)		9,100	9,600	10,100	10,600	11,100
Administrative		$	29,681	312	$14.27	$ 2.71	$ 0.43	(3)		5,400	5,700	6,000	6,300	6,600
Total Personnel Expense										17,167	15,300	16,100	16,900	17,700
Repairs and Maintenance						$1,000	/ PAD	(4)	$	6,000	12,600	13,200	13,900	14,600
Vehicles	1					$400	/ Vehicle	(4)	$	400	400	400	400	400
Supplies, Printing and Misc.						$300	/ PAD	(4)	$	3,600	3,800	4,000	4,200	4,400
Uniforms/ Phone	0					$1,100	/ Employee	(4)	$	0	0	0	0	0
Bank Fees for Credit Cards						50%		(4)	$	62,596	65,700	69,000	72,500	76,100
Signs (100 Signs and U channels)						$50		(4)	$	5,000	1,000	1,000	1,000	1,000
Installation						$176			$	2,111	0	0	0	0
5% Management Fee (Collections)									$	96,301	96,301	99,190	102,165	105,230
Sub-Total Operational Expenses									$	176,008	179,801	186,790	194,165	201,730
Total Operating Expenses									$	193,175	195,101	202,890	211,065	219,430
Debt Service for Project				5 years		4.00%	$94,080		$	21,100	21,100	21,100	21,100	21,100
Net Income									$	1,711,725	1,709,799	1,759,810	1,811,135	1,864,070
										1	2	3	4	5

Notes:

(1) Assumes daily customers @ 100% capacity for the year 2014 -2018
(2) Assumes an annual increase of 3% per year
(3) Assumes an inflation rate of 5% per year
(4) Assumes an inflation rate of 5% per year

Homestead Bayfront

PAD #	3				Occupancy (1)		100% 2014	100% 2015	100% 2016	100% 2017	100% 2018
Cost	$23,520		Year Pass		Avg. Fee	$	165.00	165.00	165.00	165.00	165.00
		Vehicles	Daily (Mon-Fri)		Avg. Fee	$	5.00	5.00	5.00	5.00	5.00
		Vehicles	Daily (Sat-Sun)		Avg. Fee	$	6.00	6.00	6.00	6.00	6.00
		Trailers	Daily (Mon-Fri)		Avg. Fee	$	12.00	12.00	12.00	12.00	12.00
		Trailers	Daily (Sat-Sun)		Avg. Fee	$	15.00	15.00	15.00	15.00	15.00

Operating Collections		Turnover	Vehicles	Days							
Vehicles	Daily (Mon-Fri)	1.00	0	261	(2)	$	-	0	0	0	0
	Daily (Sat-Sun)	1.00	0	104	(2)	$	-	0	0	0	0
Trailers	Daily (Mon-Fri)	1.00	0	261	(2)	$	-	0	0	0	0
	Daily (Sat-Sun)	1.00	0	104	(2)	$	-	0	0	0	0
	Yearly Pass	1.00	0	1	(2)	$	-	0	0	0	0

Collections								$	480,878	480,878	495,300	510,200	525,500
Parking Income Less Sales Tax					and Surcharge				480,900	480,900	495,300	510,200	525,500
Total Collections								$	480,900	480,900	495,300	510,200	525,500

Estimated Operating Expenses		Annual Salary	Total Hrs/Yr	Hourly Rate	19% Fringe Benefits	3% OT Contingency						
Asst. Manager		$ 38,000	100	$18.27	$ 8.40	$ -	(3)	$	2,667	0	0	0	0
Enforcement		$ 29,681	-	$14.27	$ 2.71	$ 0.43	(3)	$	0	0	0	0	0
Meter Tech/Collector		$ 29,681	312	$14.27	$ 2.71	$ 0.43	(3)	$	5,400	5,700	6,000	6,300	6,600
Administrative		$ 29,681	312	$14.27	$ 2.71	$ 0.43	(3)	$	5,400	5,700	6,000	6,300	6,600
Total Personnel Expense								$	13,467	11,400	12,000	12,600	13,200
Repairs and Maintenance					$1,000	/ PAD	(4)	$	1,500	3,200	3,400	3,600	3,800
Vehicles	1				$400	/ Vehicle	(4)	$	400	400	400	400	400
Supplies, Printing and Misc.					$300	/ PAD	(4)	$	900	900	900	900	900
Uniforms/ Phone	0				$1,100	/ Employee	(4)	$	0	0	0	0	0
Bank Fees for Credit Cards					50%		(4)	$	15,629	16,400	17,200	18,100	19,000
Signs (30 Signs and U channels)					$50		(4)	$	1,500	750	750	750	750
Installation					$176			$	528	0	0	0	0
5% Management Fee (Collections)								$	24,044	24,044	24,765	25,510	26,275
Sub-Total Operational Expenses								$	44,500	45,694	47,415	49,260	51,125
Total Operating Expenses								$	57,968	57,094	59,415	61,860	64,325
Debt Service for Project			5 years		4.00%	$23,520		$	5,300	5,300	5,300	5,300	5,300
Net Income								$	417,632	418,506	430,585	443,040	455,875
									1	2	3	4	5

Notes:

(1) Assumes daily customers @ 100% capacity for the year 2014 -2018
(2) Assumes an annual increase of 3% per year
(3) Assumes an inflation rate of 5% per year
(4) Assumes an inflation rate of 5% per year

Matheson Hammock

PAD #	3				Occupancy (1)		100% 2014	100% 2015	100% 2016	100% 2017	100% 2018
Cost	$23,520		Year Pass		Avg. Fee	$	165.00	165.00	165.00	165.00	165.00
		Vehicles	Daily (Mon-Fri)		Avg. Fee	$	5.00	5.00	5.00	5.00	5.00
		Vehicles	Daily (Sat-Sun)		Avg. Fee	$	6.00	6.00	6.00	6.00	6.00
		Trailers	Daily (Mon-Fri)		Avg. Fee	$	12.00	12.00	12.00	12.00	12.00
		Trailers	Daily (Sat-Sun)		Avg. Fee	$	15.00	15.00	15.00	15.00	15.00

Operating Collections

		Turnover	Vehicles	Days							
Vehicles	Daily (Mon-Fri)	1.00	0	261	(2)	$	-	0	0	0	0
	Daily (Sat-Sun)	1.00	0	104	(2)	$	-	0	0	0	0
Trailers	Daily (Mon-Fri)	1.00	0	261	(2)	$	-	0	0	0	0
	Daily (Sat-Sun)	1.00	0	104	(2)	$	-	0	0	0	0
	Yearly Pass	1.00	0	1	(2)	$	-	0	0	0	0

Collections						$	817,915	817,915	842,500	867,800	893,800
Parking Income Less Sales Tax		and Surcharge					817,900	817,900	842,500	867,800	893,800
Total Collections						$	817,900	817,900	842,500	867,800	893,800

Estimated Operating Expenses

		Annual Salary	Total Hrs/Yr	Hourly Rate	19% Fringe Benefits	3% OT Contingency							
Asst. Manager		$ 38,000	100	$18.27	$ 8.40	$ -	(3)	$	2,667	0	0	0	0
Enforcement		$ 29,681	-	$14.27	$ 2.71	$ 0.43	(3)	$	0	0	0	0	0
Meter Tech/Collector		$ 29,681	312	$14.27	$ 2.71	$ 0.43	(3)		5,400	5,700	6,000	6,300	6,600
Administrative		$ 29,681	312	$14.27	$ 2.71	$ 0.43	(3)		5,400	5,700	6,000	6,300	6,600
Total Personnel Expense									13,467	11,400	12,000	12,600	13,200
Repairs and Maintenance					$1,000	/ PAD	(4)	$	1,500	3,200	3,400	3,600	3,800
Vehicles	1				$400	/ Vehicle	(4)	$	400	400	400	400	400
Supplies, Printing and Misc.					$300	/ PAD	(4)	$	900	900	900	900	900
Uniforms/ Phone	0				$1,100	/ Employee	(4)	$	0	0	0	0	0
Bank Fees for Credit Cards					50%		(4)	$	26,582	27,900	29,300	30,800	32,300
Signs (45 Signs and U channels)					$50		(4)	$	2,250	750	750	750	750
Installation					$176			$	528	0	0	0	0
5% Management Fee (Collections)								$	40,896	40,896	42,125	43,390	44,690
Sub-Total Operational Expenses								$	73,056	74,046	76,875	79,840	82,840
Total Operating Expenses								$	86,523	85,446	86,875	92,440	96,040
Debt Service for Project			5 years		4.00%	$23,520		$	5,300	5,300	5,300	5,300	5,300
Net Income								$	726,077	727,154	748,325	770,060	792,460
									1	2	3	4	5

Notes:

(1) Assumes daily customers @ 100% capacity for the year 2014 -2018
(2) Assumes an annual increase of 3% per year
(3) Assumes an inflation rate of 5% per year
(4) Assumes an inflation rate of 5% per year

Pelican Harbor

PAD #	3				Occupancy (1)		100% 2014	100% 2015	100% 2016	100% 2017	100% 2018
Cost	$23,520		Year Pass		Avg. Fee	$	165.00	165.00	165.00	165.00	165.00
		Vehicles	Daily (Mon-Fri)		Avg. Fee	$	5.00	5.00	5.00	5.00	5.00
		Vehicles	Daily (Sat-Sun)		Avg. Fee	$	6.00	6.00	6.00	6.00	6.00
		Trailers	Daily (Mon-Fri)		Avg. Fee	$	12.00	12.00	12.00	12.00	12.00
		Trailers	Daily (Sat-Sun)		Avg. Fee	$	15.00	15.00	15.00	15.00	15.00

Operating Collections		Turnover	Vehicles	Days							
Vehicles	Daily (Mon-Fri)	1.00	0	261	(2)	$	-	0	0	0	0
	Daily (Sat-Sun)	1.00	0	104	(2)	$	-	0	0	0	0
			0								
Trailers	Daily (Mon-Fri)	1.00	0	261	(2)	$	-	0	0	0	0
	Daily (Sat-Sun)	1.00	0	104	(2)	$	-	0	0	0	0
	Yearly Pass	1.00	0	1	(2)	$	-	0	0	0	0
Collections						$	281,004	281,004	289,400	298,100	307,000
Parking Income Less Sales Tax			and Surcharge				281,000	281,000	289,400	298,100	307,000
Total Collections						$	281,000	281,000	289,400	298,100	307,000

Estimated Operating Expenses		Annual Salary	Total Hrs/Yr	Hourly Rate	19% Fringe Benefits	3% OT Contingency						
Asst. Manager		$ 36,000	100	$18.27	$ 8.40	$ -	(3)	$	2,667	0	0	0
Enforcement		$ 29,681	-	$14.27	$ 2.71	$ 0.43	(3)	$	0	0	0	0
Meter Tech/Collector		$ 29,681	104	$14.27	$ 2.71	$ 0.43	(3)		1,800	1,900	2,000	2,100	2,200
Administrative		$ 29,681	312	$14.27	$ 2.71	$ 0.43	(3)		5,400	5,700	6,000	6,300	6,600
Total Personnel Expense									9,867	7,600	8,000	8,400	8,800
Repairs and Maintenance					$1,000	/ PAD	(4)	$	1,000	2,100	2,200	2,300	2,400
Vehicles	1				$400	/ Vehicle	(4)	$	400	400	400	400	400
Supplies, Printing and Misc.					$300	/ PAD	(4)	$	900	900	900	900	900
Uniforms/ Phone	0				$1,100	/ Employee	(4)	$	0	0	0	0	0
Bank Fees for Credit Cards					50%		(4)	$	9,133	9,600	10,100	10,600	11,100
Signs (15 Signs and U channels)					$50		(4)	$	750	200	200	200	200
Installation					$176			$	528	0	0	0	0
5% Management Fee (Collections)								$	14,050	14,050	14,470	14,905	15,350
Sub-Total Operational Expenses								$	26,761	27,250	28,270	29,305	30,350
Total Operating Expenses								$	36,628	34,850	36,270	37,705	39,150
Debt Service for Project			5 years		4.00%	$23,520		$	5,300	5,300	5,300	5,300	5,300
Net Income								$	239,072	240,850	247,830	255,095	262,550
									1	2	3	4	5

Notes:

(1) Assumes daily customers @ 100% capacity for the year 2014 -2018
(2) Assumes an annual increase of 3% per year
(3) Assumes an inflation rate of 5% per year
(4) Assumes an inflation rate of 5% per year

MIAMI PARKING AUTHORITY
DADE PARKS PARKING ESTIMATED EXPENSES GUIDELINE

Repairs and Maintenance			
7950	Parking Meter Parts & Install	$500.00	Additional parts and service not covered under warranty
8150	Parking Consultant Fees	$500.00	Comunication, Pay By Phone
		$1,000.00	
Vehicles Maintenance			
7265	Vehicles	$400.00	Mileage/Gas/Maintenance
		$400.00	
Printing, Supplies and Misc.			
8351	Printing	$300.00	Paper Rolls and Cleaning Cards
		$300.00	

Uniforms & Phones			
7310	Clothing	$1,100.00	Officers Uniforms & Shoes ($200) / Phones ($900) per phone per year
		$1,100.00	

MIAMI PARKING AUTHORITY
DADE PARKS ESTIMATED PAYROLL GUIDELINE

Meter Technician/Collector					
Employee	Total Hours Per Weeks	Rate	Payroll Related Expenses	Weeks	Yearly Payroll
Tech/Collector #1	32	$14.27	$3.14	52	$28,970
Tech/Collector #2	20	$14.27	$3.14	52	$18,106
Total	52				$47,077

Administrative					
Employee	Total Hours Per Weeks	Rate	Payroll Related Expenses	Weeks	Yearly Payroll
Accounting	48	$14.27	$3.14	52	$43,455

Assistant Manager					
Employee	Total Hours Per Park	Rate	Payroll Related Expenses	Parks	Yearly Payroll
Assistant Manager	100	$18.27	$8.40	8	$21,336
Total Payroll					**$111,868**

	Monthly Pmt	Total	Total Per year
	$8,212.21	$ 492,732.55	$ 98,546.51

Principal	439,040.00
Rate	4.00%
# Pmts	60

PAD Price
$7,840.00

No. of PAD's
56

EXHIBIT C

MIAMI DADE PARKS
TRANSITION TIMELINE

Task	Location	Projected Installation Time Period**	Phase	Notes
Installation of PAD	Amelia Earhart	3 Weeks	Phase 1	10 PAD
Installation of signs		3 Weeks	"	75 Signs
Training		3 Weeks	"	All Employees
Installation of PAD	Haulover	3 Weeks	Phase 1	12 PAD
Installation of signs		4 Weeks	"	100 Signs
Training				
Installation of PAD	Crandon Park & Marina	3 Weeks	Phase 1	14 PAD
Installation of signs		4 Weeks	"	100 Signs
Training			"	
Installation of PAD	Mattheson Hammock	1 week	Phase 2	3 PAD
Installation of signs		2 Weeks	"	45 Signs
Training			"	
Installation of PAD	Black Point	2 Weeks	Phase 2	6 PAD
Installation of signs		2 Weeks	"	45 Signs
Training				
Installation of PAD	Homestead Bayfront	1 Week	Phase 3	3 PAD
Installation of signs		2 Weeks	"	30 Signs
Training				
Installation of PAD	Pelican Harbor	1 Week	Phase 3	3 PAD
Installation of signs		1 Week	"	15 Signs
Training			"	
Installation of PAD	Greynolds	2 Weeks	Phase 3	5 PAD
Installation of signs		2 Weeks	"	20 Signs
Training				

Total Weeks for Installation		**39 Weeks**

**Installtion shall commence within seven days of the receipt of the equipment by the MPA. The delivery time is on average twelve (12) weeks for equipment delivery.

ATTACHMENT B

Memorandum

Date: October 21, 2014

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Report to the Board: Feasibility Study of Implementing an Online Self-Service Parking Payment Service for Collection of Parking Fees at County-Owned Parks

At the April 8, 2014 Board of County Commissioners (Board) meeting, the Board approved Resolution No. R-349-14 (Attachment 1) sponsored by Commissioner Esteban L. Bovo, Jr. directing the County Mayor or County Mayor's designee to study the feasibility of implementing an online fee collection program via the Miami-Dade County web portal which:

(a) at a minimum, allows visitors to pay daily parking fees for County parks in advance online and prints a receipt to be displayed on the vehicle's dashboard; and

(b) would allow visitors to purchase parking passes for Miami-Dade County Parks, Recreation and Open Spaces Department's (PROS) annual parking pass program.

The Board also directed that the feasibility study should consider funding implementation of this program through the collection of a transaction fee, and that a written report with the results of the feasibility study be presented at a meeting of the Board of County Commissioners.

Introduction and Background

PROS charges a parking fee at these Regional parks: Amelia Earhart Park, Crandon Park, Greynolds Park, Haulover Park, Homestead Bayfront Park, and Matheson Hammock Park. Currently parking fees are collected by an attendant at PROS' toll booths or at pay stations at PROS' marinas. Collection of parking fees at toll booths involves a significant number of daily cash transactions and results in additional queuing time for patrons waiting to enter park facilities during peak use times such as weekends or holidays. The handling of cash at toll booths presents additional security and audit/accountability issues.

Online Process Feasibility

After careful review, an online process with a printed receipt and/or a mobile web application designed to allow a receipt to be scanned was not found to be an industry best practice. This method of parking fee collection is typically used in limited circumstances, such as events with a small entry window for "VIP" parking passes upon the purchase of tickets to the entry of an event – such as purchasing a ticket and pass to a Miami Heat game and parking at the American Airlines Arena, where an attendant scans the printout with a hand-held device. An online process does not account for excess demand and "full" parking lots which occur during busy weekends and holidays at area-wide parks with parking fees. It would be more efficient to utilize a system that eliminates toll operations to the greatest extent possible to avoid queuing issues and maximize public access.

Parking Fee Collection Best Practices

Currently the best practices in the parking fee collection are a combination of Pay by Phone, Pay and Display through parking meters and collection via an attendant during peak periods. The process under review by PROS is a Pay by Phone system coupled with Pay and Display through pay stations. This system is currently in use by high volume parking fee collection agencies such as the Miami Parking Authority within the City of Miami, the City of South Miami, the City of Coral Gables and the City of Miami Beach. By providing this service, PROS would be allowing customers to use the same system to pay for parking. When paying by phone, motorists register their mobile phone number, tag

number and credit card number with the Pay by Phone provider. Once registered with a free Pay by Phone account, users key in the location number and the amount of parking time desired. The patron will simply identify the parking location number and the payment is then confirmed and processed. Park visitors will be able to use any smartphone. Park users would also have the option of paying with cash or credit/debit cards at a pay station and displaying their receipt on the dashboard of their vehicles. Payment enforcement is the key to ensuring the highest fee collection level possible and parking tickets issued by Parking Enforcement Officers is the best practice with this system. This mobile enforcement unit also provides security in parking lots.

Equipment Cost and Parking Lot Conversion

A Pay by Phone, pay station, or online parking system would require conducting an inventory of parking spaces, restriping of parking lots to include numbering for each space and establishing pay stations and signage, as not all patrons will want to or have the ability to Pay by Phone. Depending on the penetration of Pay by Phone, the number of pay stations may be reduced, lowering the capital cost and monthly maintenance fees resulting in greater net revenue to PROS. Currently, PROS does not have the "up front" capital funding to convert the existing toll booth parking operation to a modified Pay by Phone and pay station operation.

Conclusion and Recommended Next Steps

The County has approached the Miami Parking Authority to provide a partnership proposal that will include the use of Miami Parking Authority equipment, technology and enforcement and provide an appropriate revenue share with Miami-Dade. If the Miami Parking Authority and County are unable to come to terms for a partnership, PROS will continue developing a funding strategy for a Pay by Phone service and pay station parking operation for County parks and will explore other private sector opportunities through the appropriate procurement method. PROS will provide the Board with a report on the outcome of securing either the Miami Parking Authority or other party through the procurement process to provide these parking payment services. If you need additional information, please contact Jack Kardys, Director, Miami-Dade County Parks, Recreation and Open Spaces Department at (305) 755-7903.

Attachment: Resolution R-349-14

c: Alex Ferro, Chief of Staff, Office of the Mayor
Michael Spring, Senior Advisor, Office of the Mayor and Director, Department of Cultural Affairs
Jack Kardys, Director, Parks, Recreation and Open Spaces Department

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Attachment 1

MEMORANDUM

Agenda Item No. 11(A)(3)

TO:	Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners	**DATE:**	April 8, 2014
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Resolution directing Mayor to study the feasibility of implementing an online self-service parking payment service for collection of parking fees at county-owned parks and to present a report to the Board with the results of the feasibility study at a meeting of the Board of County Commissioners within sixty (60) days Resolution No. R-349-14

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Esteban L. Bovo, Jr.

R. A. Cuevas, Jr.
County Attorney

RAC/lmp

MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: April 8, 2014

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

SUBJECT: Agenda Item No. 11(A)(3)

Please note any items checked.

_____ "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

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

_____ No committee review

_____ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve

_____ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(3)
4-8-14

RESOLUTION NO. R-349-14

RESOLUTION DIRECTING MAYOR OR MAYOR'S DESIGNEE TO STUDY THE FEASIBILITY OF IMPLEMENTING AN ONLINE SELF-SERVICE PARKING PAYMENT SERVICE FOR COLLECTION OF PARKING FEES AT COUNTY-OWNED PARKS AND TO PRESENT A REPORT TO THE BOARD WITH THE RESULTS OF THE FEASIBILITY STUDY AT A MEETING OF THE BOARD OF COUNTY COMMISSIONERS WITHIN SIXTY (60) DAYS

WHEREAS, employees of the Miami-Dade County Parks, Recreation and Open Spaces Department are responsible for collecting parking fees at various county-owned parks; and

WHEREAS, collection of these fees involves a significant number of daily cash transactions; and

WHEREAS, collection of parking fees is often associated with extended waiting times for residents waiting to enter park facilities; and

WHEREAS, requiring Miami-Dade County Parks, Recreation and Open Spaces Department employees to handle large sums of cash presents a potential safety risk; and

WHEREAS, the Board wishes to provide a safer working environment for its employees while improving visitors' and residents' use and enjoyment of our world-class parks system,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board directs the Mayor or Mayor's designee to study the feasibility of implementing an online fee collection program via the Miami-Dade County web portal which: (a) at a minimum, allows visitors to pay daily parking fees for County parks online and prints a receipt to be displayed on the vehicle's dashboard; and (b) would allow visitors to purchase

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parking passes for Miami-Dade County Parks, Recreation and Open Spaces Department annual parking pass program. The feasibility study should consider funding implementation of this program through the collection of a transaction fee.

Section 2. This Board directs the Mayor or Mayor's designee to, within sixty (60) days following adoption of this Resolution, complete the feasibility study and present a written report with the results of the feasibility study to the Board at a meeting of the Board of County Commissioners.

The Prime Sponsor of the foregoing resolution is Commissioner Esteban L. Bovo, Jr. It was offered by Commissioner Sally A. Heyman, who moved its adoption. The motion was seconded by Commissioner Rebeca Sosa and upon being put to a vote, the vote was as follows:

absent

Rebeca Sosa, Chairwoman			aye
Lynda Bell, Vice Chair			aye
Bruno A. Barreiro	aye	Esteban L. Bovo, Jr.	aye
Jose "Pepe" Diaz	absent	Audrey M. Edmonson	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Jean Monestime	aye	Dennis C. Moss	aye
Sen. Javier D. Souto	aye	Xavier L. Suarez	aye
Juan C. Zapata	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of April, 2014. This resolution shall become effective 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.

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

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Monica Rizo