

Memorandum



Date: May 4, 2021

To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

Agenda Item No. 8(H)(3)

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Resolution No. R-423-21

Subject: Resolution Approving Amendment and Option to Renew the Parking Management Agreement between Miami-Dade County and The Miami Parking Authority

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the Amendment to the Parking Management Agreement with the City of Miami’s Department of Off-Street Parking (a/k/a the Miami Parking Authority (MPA)) and approve the option to renew for one additional period of five years.

Scope

This Amendment and Option to Renew applies to the management of parking at eight (8) County Parks Facilities located in the following County Commission Districts:

1. Amelia Earhart Park, District 13, Commissioner Rene Garcia
2. Black Point Park, District 8, Commissioner Danielle Cohen Higgins
3. Crandon Park, District 7, Commissioner Raquel A. Regalado
4. Greynolds Park, District 4, Commissioner Sally A. Heyman
5. Haulover Park, District 4, Commissioner Sally A. Heyman
6. Homestead Bayfront Park, District 9, Commissioner Kionne L. McGhee
7. Matheson Hammock Park, District 7, Commissioner Raquel A. Regalado
8. Pelican Harbour Marina, District 3, Commissioner Keon Hardemon

Fiscal Impact/Funding Source

Gross parking revenues have averaged \$6,146,686 annually over the past 7 years, excluding the 2020 Covid-19 period. This translates to a positive impact to the County of \$30,733,430 before parking management and enforcement costs over the five (5) year term of the recommended option to renew. If approved, the five (5) year expenditures are estimated at \$1.536M for MPA management fees and \$1.636M for MPA enforcement costs, totaling \$3.172M over the five (5) year term, leaving \$27.5M in revenue, after expenses. All expenses will be paid through parking revenues.

Track Record/Monitor

The County has a track record of 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 will be monitored by Alessandra Williams of the Parks, Recreation and Open Spaces Department’s (PROS) Operations Division.

Delegated Authority

Upon approval of this item, the County Mayor or County Mayor’s designee will have the authority to make changes to the enforcement schedule so long as those changes do not increase overall enforcement expenses by 20% or more annually and terminate the Parking Management Services Agreement if necessary. This will allow for a scaling up or down in enforcement based on the greater need or in the case of unforeseen circumstances.

Background

On December 15, 2015, through Resolution Number R-1154-15, the Board approved an agreement between the County and the MPA whereby MPA would provide parking management services to PROS through the Pay by Plate and Pay by Phone technologies. The Pay by Plate technology utilizes a walk-up machine located at various sites in the PROS facilities and allows parking patrons to pay for parking by using cash or credit card. Operating the machines is labor intensive and relatively expensive as they must be attended to by technicians and cash handling personnel on a daily basis.

By contrast, the Pay by Phone technology provides greater efficiencies and customer convenience by working with a smart phone application and signage. There is very little associated maintenance and no cash collections. Pay by Phone has become the established electronic payment option in South Florida over the last 5 years and is increasingly replacing the Pay by Plate option throughout the region. Over the past five years, there has been a dramatic reduction in the usage of Pay by Plate and a corresponding increase in Pay by Phone for parking operations around the Country. Locally, over the past five years, MPA reduced their systemwide usage of Pay by Plate machines from 800 to 200, while increasing their usage of Pay by Phone from 23% of total transactions to 93% over the same period. In most of the County Parks facilities, over the past four (4) years, there has been an adoption of Pay by Phone of over 70% with a corresponding reduction in Pay by Plate usage of approximately 20%.

If the Board approves this Amendment and Option to Renew (Attachment A), enforcement through the MPA will focus on a customer friendly, ambassador type of approach to encourage compliance with parking regulations, and thereby ensure park patrons avoid costly citations. The recommended Amendment will provide for eight (8) MPA Parking Enforcement Officers for the eight (8) parks facilities and will continue throughout the remainder of the term of the Parking Agreement. The existing eight (8) PROS part-time enforcement positions will not be eliminated but rather reassigned to areas of greater safety and security needs throughout the parks system.

The MPA will utilize its expertise in parking management, marketing, outreach, ambassadorship, and license plate reader technology along with its existing contractual relationship with the Pay by Phone system to administer the parking system. In addition, the MPA will coordinate with PROS to develop and execute a phasing out of the Pay by Plate machines.

The management fee to the MPA will be five (5) percent of the total collected annual revenue and the cost of enforcement as set forth in the agreed upon enforcement schedule included in

Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners
Page No. 3
Attachment A.

The Option to Renew in the Agreement is five (5) years, and requires approval by the Board of County Commissioners with no additional options to renew. Both parties to the Agreement have the right of termination, either for cause or convenience, upon 120-day notice.



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: May 4, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(H)(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
- _____ 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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ 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. 8(H)(3)
5-4-21

RESOLUTION NO. _____ R-423-21

RESOLUTION APPROVING, PURSUANT TO SECTIONS 2-9 AND 2-10 OF THE CODE OF MIAMI-DADE COUNTY, AN AMENDMENT TO THE EXISTING PARKING SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE MIAMI PARKING AUTHORITY TO PROVIDE PARKING ENFORCEMENT AT CERTAIN MIAMI-DADE COUNTY PARKS AT AN ESTIMATED COST OF \$1,636,615.00 DURING THE FIVE-YEAR AGREEMENT TERM; APPROVING THE OPTION TO RENEW THE EXISTING PARKING SERVICES AGREEMENT TO PROVIDE PARKING MANAGEMENT SERVICES AT CERTAIN MIAMI-DADE COUNTY PARKS AT AN ESTIMATED COST OF \$1,536,671.00 DURING THE FIVE-YEAR OPTION TO RENEW 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 option to renew 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 sections 2-9 and 2-10 of the Code of Miami-Dade County, Florida, with an estimated cost of \$1,536,671.00 during the five-year term of the option to renew.

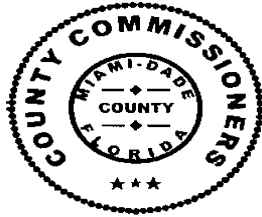
Section 2. Approves, in substantially the form attached hereto as Attachment A, an Amendment to the Parking Services Agreement between Miami-Dade County and the City of Miami’s Department of Off-Street Parking (a/k/a the Miami Parking Authority) for the provision of parking enforcement at certain Miami-Dade County parks in accordance with sections 2-9 and 2-10 of the Code of Miami-Dade County, Florida, with an estimated cost of \$1,636,615.00 during the five-year term of the option to renew.

Section 3. Authorizes the County Mayor or County Mayor’s designee to execute the Amendment to the Parking Services Agreement and the option to renew the Parking Services Agreement for and on behalf of Miami-Dade County and to exercise all rights contained therein, including termination of the Parking Services Agreement.

The foregoing resolution 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:

Jose “Pepe” Diaz, Chairman	aye		
Oliver G. Gilbert, III, Vice-Chairman	aye		
Sen. René García	aye	Keon Hardemon	absent
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of May, 2021. 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: **Melissa Adames**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in dark ink, appearing to read "mjs", is written over a horizontal line.

Melanie J. Spencer

ATTACHMENT A
OPTION TO RENEW AND FIRST AMENDMENT TO PARKING SERVICES
AGREEMENT

This Option to Renew and First Amendment to the Parking Services Agreement is made on this day of 2021, by and between the Miami-Dade County Parks, Recreation and Open Spaces Department and the Miami Parking Authority.

WITNESSETH

WHEREAS, the Miami-Dade County Parks, Recreation and Open Spaces Department (PROS) entered into a Parking Services Agreement with the City of Miami's Department of Off-Street Parking (a/k/a the Miami Parking Authority (MPA)) on February 24, 2016 to operate the pay by phone and pay by plate parking systems on eight (8) PROS facilities; and

WHEREAS, the MPA has satisfactorily performed over the initial five (5) year term of the Agreement and the Agreement allows for one five (5) year option to renew; and

WHEREAS, the initial five (5) year term of the agreement is expiring on February 24, 2021; and

WHEREAS, after a comprehensive review of alternatives, the Pay by Phone system provides the most cost effective parking option; and

WHEREAS, the electronic collection of parking fees is moving toward cashless, contactless transactions through the pay by phone system; and

WHEREAS, the MPA is the leader in the South Florida area in professional parking management and parking enforcement utilizing the latest technology through License Plate Readers and electronic citation filing with the Clerk of the Courts; and

WHEREAS, the Parties desire that MPA enforce parking laws and regulations in County Park facilities pursuant to 316.640, Florida Statutes at County Park facilities; and

WHEREAS, by employing MPA parking enforcement officers, PROS Park Ranger personnel can be reassigned to focus on safety and security functions throughout the PROS system, and

WHEREAS, parks visitors will benefit from a customer friendly, parking ambassador approach to enforcement that prioritizes payment over citations, and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, it is mutually agreed as follows:

Option to Renew.

Article 1, section 1.01 of the Agreement is amended to add the following:

The parties hereby agree that the first renewal period, will commence on February 25, 2021 and remain in force for five (5) years. There are no additional options to renew.

Amendment to the Agreement.

Article 1, Section 1.02 (d) is amended to be replaced with the following:

- (d) **PARKING ENFORCEMENT OFFICERS:** MPA parking enforcement officers will serve in a parking enforcement capacity.
1. MPA shall provide parking enforcement services for the following 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. MPA shall be responsible for all aspects of recruitment and selection of parking enforcement officers.
 2. All MPA enforcement personnel shall be properly trained and approved by the Criminal Justice Standards and Training Commission for parking enforcement specialists.
 3. Disabled parking areas and other parking restricted areas, including ADA parking will be enforced with frequency to ensure consistent enforcement.
 4. Citations shall be issued in conformance with the laws of the state of Florida and ordinances of Miami-Dade County.
 5. MPA enforcement personnel shall appear in uniform and be prepared to testify as related to parking enforcement actions.
 6. MPA enforcement personnel shall abide by the agreed upon schedule attached hereto as Exhibit 1.
 7. Adjustments to the schedule may be made with a minimum of 24-hour notice from PROS.
 8. MPA enforcement personnel will be compensated for a minimum of four (4) continuous hours per shift.
 9. MPA enforcement personnel will utilize an ambassador approach, issuing only warnings and information for the first month, and thereafter emphasizing payment over citations in a manner consistent with MPA owned and operated parking facilities.

10. MPA will utilize the "secret shopper" program on all PROS facilities covered under this Agreement to ensure compliance by its enforcement personnel with all requirements relative to the Services. Once received, the results of any "secret shopper" testing will be shared with PROS for PROS to consider and evaluate. The secret shopper will be employed at least once per month on any PROS facility but all facilities must be shopped at least once per year.
11. The Services shall be rendered in a professional manner consistent with first class parking enforcement services, and in a manner that is courteous and polite to the public, taking all steps reasonably possible to avoid and mitigate confrontations with the public. All Services shall be rendered so as to comply with applicable laws, rules and regulations, including without limitation any rules or regulations promulgated for PROS by the County or other lawful governmental authority.
12. MPA will, at PROS direction, stop or start enforcement at any or all PROS facilities covered by this agreement with a minimum of 24 hours notice.

Article 1, Section 1.08 the first paragraph is amended to add the following:

The County may, at its sole discretion, decide to reduce or eliminate the pay by plate option at any or all of its facilities under this agreement.

No other terms or conditions are hereby modified, except to the extent to implement the above renewal and amendment. All unmodified terms and conditions of the agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto caused duly authorized representation to execute the Renewal and Amendment of the Agreement as of the date of approval by the County.

ATTEST:

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

By: _____
Harvey Ruvin
Clerk of the Board

By: _____
Daniella Levine-Cava
Mayor, Miami-Dade County

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____

Assistant County Attorney

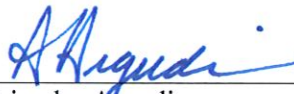
ATTEST:

By: _____

APPROVED AS TO FORM AND
CORRECTNESS:

By: _____
Victoria Méndez
City Attorney

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

By:  _____
Alejandra Argudin
Chief Executive Officer 

APPROVED AS TO INSURANCE
REQUIREMENTS:

By: _____
Ann-Marie Sharpe,
Risk Management Director

List of Exhibits

Exhibit 1 – Parking Management and Enforcement Cost Summary, and Enforcement Schedule

EXHIBIT 1

MIAMI-DADE PARKS PARKING ENFORCEMENT & MANAGEMENT FEES

	Year 1	Year 2	Year 3	Year 4	Year 5
Enforcement Cost	\$ 327,323	\$ 327,323	\$ 327,323	\$ 327,323	\$ 327,323
Mgmt Fee (5% of Revenue) *	\$ 307,334	\$ 307,334	\$ 307,334	\$ 307,334	\$ 307,334
Total Est. Cost Per Year	\$ 634,657	\$ 634,657	\$ 634,657	\$ 634,657	\$ 634,657

*5% management fee based on 7 year (pre Covid) average revenue

MIAMI-DADE PARKS ENFORCEMENT COST & SCHEDULE					
Employee	Total Hours	Rate	Operation Exp 30%	Weeks	Yearly Cost
Enforcement #1	37	\$17.00	\$5.10	52	\$42,520
Enforcement #2	37	\$17.00	\$5.10	52	\$42,520
Enforcement #3	37	\$17.00	\$5.10	52	\$42,520
Enforcement #4	37	\$17.00	\$5.10	52	\$42,520
Enforcement #5	37	\$17.00	\$5.10	52	\$42,520
Enforcement #6	37	\$17.00	\$5.10	52	\$42,520
Enforcement #7	37	\$17.00	\$5.10	52	\$42,520
Enforcement #8	12.5	\$17.00	\$5.10	52	\$14,365
Total	271.5				\$312,008
Parks	Total Hrs. 3 Parks	Rate	Operation Exp 30%	Holidays	Yearly Cost
	63	\$17.00	\$5.10	11	\$15,315
Grand Total					\$327,323

Enforcement Hours	Monday	Tuesday	Wednesday	Thursday	Friday	**Saturday	**Sunday	Weekly Total
Amelia Earhart	NO CHARGE					10am-6pm	10am-6pm	15
	NO CHARGE					11am-7pm	11am-7pm	15
Haulover	11am-7pm	11am-7pm	11am-7pm	11am-7pm	11am-7pm	9am-5pm	9am-5pm	52.5
						11pm-7pm	11pm-7pm	15
Crandon Park & Marine	11am-7pm	11am-7pm	11am-7pm	11am-7pm	11am-7pm	8am-4pm	8am-4pm	52.5
						11pm-7pm	11pm-7pm	15
Matheson Hammock						7am-4pm	7am-4pm	29.5
Blackpoint	8am-4pm	8am-4pm	8am-4pm	8am-4pm	8am-4pm	7am-4pm	7am-4pm	29.5
Homestead Bayfront						7am-4pm	7am-4pm	29.5
Pelican Harbor	12pm-2pm	12pm-2pm	12pm-2pm	12pm-2pm	12pm-2pm	10am-2pm	10am-2pm	18
Greynolds	NO CHARGE (Haulover Enforcement)					Enforcement from Haulover		
*Weekly Total	(Enforcement hours are subject to change depending on events)							271.5