

RESOLUTION NO. 2021- 2803

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RATIFYING AND APPROVING AN INTERLOCAL AGREEMENT WITH THE MIAMI-DADE COUNTY CLERK OF COURTS FOR ACCESS TO THE UNIFORM DIGITAL PARKING CITATION ISSUING SYSTEM; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") Police Department has historically participated in the Miami-Dade County Clerk of Courts ("County Clerk") Uniform Digital Parking Citation Issuing System for the collection and disbursement of parking violation revenues ("Services"); and

WHEREAS, the County Clerk has proposed an interlocal agreement, in substantially the form attached hereto as Exhibit "A," to authorize the Town Police Department to continue using the Services (the "Interlocal Agreement"); and

WHEREAS, the Town wishes to enter into the Interlocal Agreement with the County Clerk for the Services; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the residents of the Town.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

Section 2. Ratification and Approval; Authorization. The Interlocal Agreement between the Town and the County Clerk, substantially in the form attached hereto as Exhibit "A", is hereby ratified and approved. The Town Manager's execution of

the Interlocal Agreement, in substantially the same form attached hereto as Exhibit "A", is hereby ratified.

Section 3. Implementation. The Town Manager and/or designee are authorized to take all action necessary to implement the purposes of this Resolution and the Interlocal Agreement.

Section 4. Effective Date. This Resolution will become effective upon adoption.

PASSED AND ADOPTED on this 10th day of August, 2021.

Motion By: Vice Mayor Paul

Second By: Commissioner Velasquez

FINAL VOTE ON ADOPTION:

Commissioner Charles Kesl	<u>Absent</u>
Commissioner Eliana R. Salzhauer	<u>Yes</u>
Commissioner Nelly Velasquez	<u>Yes</u>
Vice Mayor Tina Paul	<u>Yes</u>
Mayor Charles W. Burkett	<u>Yes</u>




Charles W. Burkett, Mayor

ATTEST:



Sandra N. McCready, MMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

AGREEMENT

THIS INTERLOCAL AGREEMENT (“AGREEMENT”) is made and entered into as of this ____ day of _____, _____, by and between the Miami-Dade Clerk of Courts, (“CLERK”) and the Town of Surfside, a municipal corporation under the State of Florida, (“CITY”).

WITNESSETH:

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

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

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

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

WHEREAS, the CITY, pursuant to an Interlocal Agreement authorized pursuant to the Florida Interlocal Cooperation Act and entered into with the CLERK on September 9, 1997, agreed to participate in the SYSTEM, which was successfully deployed and has been operational since such date; and

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

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

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

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

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

ARTICLE ONE

Responsibilities of the CLERK

The CLERK agrees to:

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

ARTICLE TWO

Responsibilities of THE CITY

The CITY agrees to:

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

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

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

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

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

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

ARTICLE THREE

Cost Recovery

As authorized pursuant to Section 163.01(5)(d) the Florida Interlocal Cooperation Act, the CLERK and the CITY have agreed to the manner in which the parties to this AGREEMENT will provide from their

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

ARTICLE FOUR

Financing

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

ARTICLE FIVE

Right to Offset

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

ARTICLE SIX

Cancellation

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

B. If the CITY cancels or terminates this AGREEMENT, for any reason, the CITY will be responsible for the payment of a CANCELLATION FEE to the CLERK equal to the "Total Equipment Cost" described in ATTACHMENT A; provided, however, that upon the first day of each subsequent month from the effective date of this AGREEMENT, the CANCELLATION FEE shall be automatically reduced by one twenty-fourth (1/24th) from the initial CANCELLATION FEE.

ARTICLE SEVEN

Correspondence

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

THE CITY

TOWN OF SURFSIDE, FLORIDA

9293 Harding Avenue

Surfside, Florida 33154

Attn: Andrew Hyatt

CLERK OF COURTS

PARKING VIOLATIONS BUREAU

22 N.W. 1st Street, 4th Floor

Miami, Florida 33128

Attn: John Suarez

ARTICLE EIGHT

Settlement of Disputes and Venue

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

ARTICLE NINE

Terms of the Agreement

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

remain in full force and effect until such time that the AGREEMENT is terminated or modified by mutual consent.

ARTICLE TEN

Assignments

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

ARTICLE ELEVEN

Complete Agreement

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

ARTICLE TWELVE

Modifications

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

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

ATTEST:

TOWN OF SURFSIDE

By: _____
Town Clerk

By: _____
Andrew Hyatt, Town Manager

ATTEST:

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

By: _____
Clerk's General Counsel

By: _____
Harvey Ruvins, Clerk of Courts

ATTACHMENT A
(Year 2021 Agreement)
Hardware / Software Inventory
The Town of Surfside

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

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