

OFF-STREET PARKING BOARD
AGENDAS

for

FINANCE COMMITTEE
MEETING

and

MONTHLY BOARD
MEETING

WEDNESDAY, JULY 10, 2024

**OFF-STREET PARKING BOARD
FINANCE COMMITTEE MEETING
AGENDA**

WEDNESDAY, JULY 10, 2024

8:00 A. M.

A G E N D A
OFF-STREET PARKING BOARD
FINANCE COMMITTEE MEETING
CITY OF MIAMI, FLORIDA

July 10, 2024

8:00 a.m.

40 N.W. 3rd St., Suite 1103

1. May 2024 Financial Statements
 - A. Miami Parking Authority
 - B. Knight Center Garage
2. Bank Reconciliations

Any person may be heard by the Off-Street Parking Board of Directors, through the Chair, for not more than two minutes, on any proposition before the Board of Directors unless modified by the Chair. The Chair will advise the public when the public may have the opportunity to address the Board of Directors during the Public Comment Period or at any other designated time.

In accordance with the Americans with Disabilities Act of 1990, as amended, persons needing special accommodations to participate in this proceeding may contact the Miami Parking Authority at (305) 373-6789 ext. 227 or ext. 228 (Voice) no later than six (6) business days prior to the proceeding. TTY users may call via 711 (Florida Relay Service) no later than six (6) business days prior to the proceeding.



TO: Honorable Chairperson and Members of the Off-Street Parking Board
FROM: Alejandra Argudin, Chief Executive Officer, Miami Parking Authority
SUBJECT: Financial Summaries For the Period Ended May 31, 2024
DATE: July 10, 2024

A handwritten signature in blue ink, which appears to read 'A. Argudin', is written over the 'FROM' line of the header.

The attached summaries represent the financial performance for the Miami Parking Authority and the Knight Center Garage for the month ended May 31, 2024.

AA:ss

Attachment

MIAMI PARKING AUTHORITY

Revenue & Expenses Summary

For the Eight Months Ended May 31, 2024

Page 1

Year-To-Date	FY 2024		FY 2023	Variances			
	Actual	Adopted Budget		Actual		FY 2024 Actual	
				FY 2024 Versus FY 2023		Versus 2024 Budget	
				\$	%	\$	%
Operating Revenue	41,221,523	37,358,679	38,574,441	2,647,082	6.86	3,862,844	10.34
Direct Operating Expenses	18,163,587	17,638,254	16,392,798	(1,770,789)	(10.80)	(525,333)	(2.98)
Operating Results	23,057,936	19,720,425	22,181,643	876,293	3.95	3,337,511	16.92
Non-Operating Revenues (Expenses):							
Depreciation & Amortization	(2,627,249)	(2,600,000)	(2,539,930)	(87,319)	(3.44)	(27,249)	(1.05)
Interest Income	1,173,372	163,553	222,600	950,772	427.12	1,009,819	617.43
Lower of Cost of Market - Investments	305,620	-	301,083	4,537	1.51	305,620	-
Gain (Loss) on Disposal Property	222,585	-	22,968	199,617	869.11	222,585	-
Interest Expense Net of Interest Income	(958,207)	(1,425,476)	(1,136,540)	178,333	(15.69)	467,269	(32.78)
Other Gains/(Losses)	-	-	-	-	-	-	-
Transfer to City of Miami	-	-	-	-	-	-	-
Budgeted Reserves	-	-	-	-	-	-	-
Net Revenue In Excess of Expenses	21,174,057	15,858,502	19,051,824	2,122,233	11.14	5,315,555	33.52

The above summary represents the financial performance of the agency for the (8) months ended May 31, 2024 based on the reporting requirements of Ordinance No. 11719.


ALEJANDRA ARGUDIN
CHIEF EXECUTIVE OFFICER


SCOTT SIMPSON
CHIEF FINANCIAL OFFICER

MIAMI PARKING AUTHORITY

Revenue & Expenses Summary

For the Month Ended May 2024

Page 2

Current Month	FY 2024		FY 2023	Variances			
	Actual	Adopted Budget		Actual		FY 2024 Actual	
				FY 2024 Versus FY 2023		Versus 2024 Budget	
				\$	%	\$	%
Operating Revenue	5,460,566	4,232,750	5,021,680	438,886	8.74	1,227,816	29.01
Direct Operating Expenses	2,284,168	2,129,613	2,078,422	(205,746)	(9.90)	(154,555)	(7.26)
Operating Results	3,176,398	2,103,137	2,943,258	233,140	7.92	1,073,261	51.03
Non-Operating Revenues (Expenses):							
Depreciation & Amortization	(316,263)	(325,000)	(315,770)	(493)	(0.16)	8,737	2.69
Interest Income	175,195	(889)	39,372	135,823	344.97	176,084	(19,806.97)
Lower of Cost of Market - Investments	88,786	-	(86,069)	174,855	(203.16)	88,786	-
Gain (Loss) on Disposal Property	-	-	-	-	-	-	-
Interest Expense Net of Interest Income	(119,776)	(2,956)	(142,068)	22,292	(15.69)	(116,820)	3,951.96
Other Gains/(Losses)	-	-	-	-	-	-	-
Transfer to City of Miami	-	-	-	-	-	-	-
Budgeted Reserves	-	-	-	-	-	-	-
Net Revenue In Excess of Expenses	3,004,340	1,774,292	2,438,723	565,617	23.19	1,230,048	69.33

MIAMI PARKING AUTHORITY

Schedule of Revenue and Expenses
For the Eight Months Ended May 31, 2024

Page 3

	FY 2024			Variances				
	Actual	Adopted Budget	FY 2023 Actual	Actual FY 2024 Versus FY 2023		FY 2024 Actual Versus 2024 Budget		
	\$	\$	\$	\$	%	\$	%	Note(s)
Operating Revenue								
Off-Street Facilities	4,766,058	2,555,586	3,706,375	1,059,683	28.59	2,210,472	86.50	
Parking Lots	7,785,307	6,944,682	7,426,328	358,979	4.83	840,625	12.10	
On-Street	26,998,262	26,596,451	25,948,841	1,049,421	4.04	401,811	1.51	
Management Fees	793,607	595,296	650,967	142,640	21.91	198,311	33.31	
Other	878,289	666,664	841,930	36,359	4.32	211,625	31.74	
Total Operating Revenue	41,221,523	37,358,679	38,574,441	2,647,082	6.86	3,862,844	10.34	
Operating Expenses								
Salaries, Wages & Fringe Benefits	6,794,165	6,839,493	6,109,007	(685,157)	(11.22)	45,328	0.66	
Repairs, Maintenance, Cleaning & Landscape	1,726,012	1,509,978	1,921,358	195,346	10.17	(216,034)	(14.31)	
Security	1,104,168	1,002,016	1,008,282	(95,886)	(9.51)	(102,152)	(10.19)	
Utilities	455,784	466,664	439,313	(16,471)	(3.75)	10,880	2.33	
Insurance	983,350	1,054,728	447,105	(536,244)	(119.94)	71,378	6.77	
Rental - Building/Land/Auto	247,847	271,387	57,660	(190,187)	(329.84)	23,540	8.67	
Assessment Expenses	559,786	649,136	425,627	(134,160)	(31.52)	89,350	13.76	
Revenue Sharing	1,880,090	2,015,489	1,888,587	8,496	0.45	135,399	6.72	
Parking Meter Parts & Installation	275,638	70,096	37,748	(237,890)	(630.20)	(205,542)	(293.23)	
Professional - Audit	90,608	112,264	90,608	-	-	21,656	19.29	
Professional - Legal Services	78,416	78,424	78,416	-	-	8	0.01	
Professional - Other	515,124	488,200	650,705	135,581	20.84	(26,924)	(5.52)	
Professional - Pay and Display Fees	48,696	34,400	15,750	(32,946)	(209.18)	(14,296)	(41.56)	
Bank Charges	2,095,325	1,960,054	1,979,714	(115,611)	(5.84)	(135,271)	(6.90)	
Supplies and Miscellaneous	411,650	354,649	482,261	70,611	14.64	(57,001)	(16.07)	
Other Expenses	277,133	208,940	249,642	(27,491)	(11.01)	(68,193)	(32.64)	
Advertising & Promotion	619,794	522,336	511,014	(108,780)	(21.29)	(97,458)	(18.66)	
Total Operating Expenses	18,163,587	17,638,254	16,392,798	(1,770,789)	(10.80)	(525,333)	(2.98)	
Operating Results Before Depr & Amort	23,057,936	19,720,425	22,181,643	876,293	3.95	3,337,511	16.92	
Depreciation & Amortization	(2,627,249)	(2,600,000)	(2,539,930)	(87,320)	(3.44)	(27,249)	(1.05)	
Operating Results	20,430,687	17,120,425	19,641,713	788,974	4.02	3,310,262	19.34	
Non-Operating Revenues (Expenses):								
Interest Income	1,173,372	163,553	222,600	950,772	427.12	1,009,819	617.43	
Lower of Cost of Market - Investments	305,620	-	301,083	4,537	1.51	305,620	-	
Gain (Loss) on Disposal Property	222,585	-	22,968	199,617	869.11	222,585	-	
Interest Expenses	(958,207)	(1,425,476)	(1,136,540)	178,333	(15.69)	467,269	(32.78)	
Other Gains/(Losses)	-	-	-	-	-	-	-	
Transfer to City of Miami	-	-	-	-	-	-	-	
Budgeted Reserves	-	-	-	-	-	-	-	
Total Non-Operating	743,370	(1,261,923)	(589,889)	1,333,259	(226.02)	2,005,293	(158.91)	
Net Revenue In Excess of Expenses	21,174,057	15,858,502	19,051,824	2,122,233	11.14	5,315,555	33.52	

MIAMI PARKING AUTHORITY

Schedule of Revenue and Expenses

For the Month Ended May 2024

Page 4

	FY 2024				Variances			
	Actual	Adopted Budget	FY 2023 Actual	Actual FY 2024 Versus FY 2023		FY 2024 Actual Versus 2024 Budget		
	\$	\$	\$	\$	%	\$	%	Notes
Operating Revenue								
Off-Street Facilities	641,725	216,149	489,816	151,908	31.01	425,576	196.89	1
Parking Lots	942,872	815,452	912,708	30,164	3.30	127,420	15.63	
On-Street	3,664,173	3,043,404	3,398,057	266,116	7.83	620,769	20.40	2
Management Fees	114,230	74,412	91,550	22,680	24.77	39,818	53.51	3
Other	97,566	83,333	129,548	(31,982)	(24.69)	14,233	17.08	4
Total Operating Revenue	5,460,566	4,232,750	5,021,680	438,887	8.74	1,227,816	29.01	
Operating Expenses								
Salaries, Wages & Fringe Benefits	823,182	899,761	827,049	3,866	0.47	76,579	8.51	
Repairs, Maintenance, Cleaning & Landscape	277,019	180,537	202,659	(74,360)	(36.69)	(96,482)	(53.44)	5
Security	58,521	94,002	117,421	58,901	50.16	35,481	37.75	6
Utilities	57,156	51,208	55,817	(1,339)	(2.40)	(5,948)	(11.61)	
Insurance	122,674	131,841	54,509	(68,165)	(125.05)	9,167	6.95	
Rental - Building/Land/Auto	48,786	33,923	7,233	(41,553)	(574.46)	(14,863)	(43.81)	7
Assessment Expenses	91,144	81,142	51,030	(40,114)	(78.61)	(10,002)	(12.33)	
Revenue Sharing	228,865	215,369	216,291	(12,574)	(5.81)	(13,496)	(6.27)	8
Parking Meter Parts & Installation	49,205	8,762	1,415	(47,790)	(3,377.45)	(40,443)	(461.57)	9
Professional - Audit	11,326	14,033	11,326	-	-	2,707	19.29	
Professional - Legal Services	9,802	9,803	9,802	-	-	1	0.01	
Professional - Other	85,382	61,025	90,584	5,202	5.74	(24,357)	(39.91)	10
Professional - Pay and Display Fees	9,212	4,300	6,875	(2,337)	(33.99)	(4,912)	(114.23)	
Bank Charges	268,136	221,273	261,531	(6,605)	(2.53)	(46,863)	(21.18)	11
Supplies and Miscellaneous	43,614	35,310	60,193	16,579	27.54	(8,304)	(23.52)	
Other Expenses	26,457	22,032	39,912	13,455	33.71	(4,425)	(20.09)	
Advertising & Promotion	73,688	65,292	64,775	(8,913)	(13.76)	(8,396)	(12.86)	
Total Operating Expenses	2,284,168	2,129,613	2,078,422	(205,746)	(9.90)	(154,555)	(7.26)	
Operating Results Before Depr & Amort	3,176,398	2,103,137	2,943,257	233,141	7.92	1,073,261	51.03	
Depreciation & Amortization	(316,263)	(325,000)	(315,770)	(493)	(0.16)	8,737	2.69	
Operating Results	2,860,135	1,778,137	2,627,487	232,648	8.85	1,081,998	60.85	
Non-Operating Revenues (Expenses):								
Interest Income	175,195	(889)	39,372	135,823	344.97	176,084	(19,806.97)	
Lower of Cost of Market - Investments	88,786	-	(86,069)	174,855	(203.16)	88,786	-	
Gain (Loss) on Disposal Property	-	-	-	-	-	-	-	
Interest Expenses	(119,776)	(2,956)	(142,068)	22,292	(15.69)	(116,820)	3,951.96	
Other Gains/(Losses)	-	-	-	-	-	-	-	
Transfer to City of Miami	-	-	-	-	-	-	-	
Budgeted Reserves	-	-	-	-	-	-	-	
Total Non-Operating	144,205	(3,845)	(188,765)	332,970	(176.39)	148,050	(3,850.46)	
Net Revenue In Excess of Expenses	3,004,340	1,774,292	2,438,722	565,618	23.19	1,230,048	69.33	

- 1 **Off-Street Facilities** - The positive variance of \$425.6k is primarily attributable to revenue recognition in Garage #3 in the amount of \$295.6k. The FY 2024 budget anticipated Garage #3 coming off line at the end of January.
- 2 **On-Street** - The favorable variance of \$620.8k is the result of the receipt of meter rental check for \$303.3k.
- 3 **Management Fees** - The favorable variance of \$39.8k is primarily attributable Doral and Miami-Dade Parks.
- 4 **Other** - Towing revenue can vary significantly month to month.
- 5 **Repairs, Maintenance, Cleaning & Landscaping** - The negative variance of \$96.5k is attributable to systemwide repair projects (electrical, fencing, pressure washing, dead tree removal and installation of a garbage compactor).
- 6 **Security** - The negative variance of \$15.5k is the result of the delayed closure of Garage #3. The FY 2024 budget anticipated Garage #3 coming off line at the end of January.
- 7 **Rental - Building/Land/Auto** - The unfavorable (\$14.9k) variance is a result of purchasing additional equipment for fleet autos.
- 8 **Revenue Sharing** - This category is a contractual amount that is either a percentage of revenue or net revenue in excess of expenses. This number has a direct relationship with revenues as revenues increase/decrease for these managed operations there will be a proportional increase/decrease in the expense category.
- 9 **Parking Meter Parts & Installation** - The negative variance (\$40.4k) is a result of the final payment for the installation of the Parking Guidance System in Courthouse Center Parking Garage (G1).
- 10 **Professional - Other** - The unfavorable variance of \$24.4k is attributable ERP integration charges.
- 11 **Bank Charges** - The unfavorable variance of \$46.9k is attributable to system-wide credit card usage being higher than anticipated.

The above summary represents the major variances from budget for the month of May 2024.


ALEJANDRA ARGUDIN
CHIEF EXECUTIVE OFFICER


SCOTT SIMPSON
CHIEF FINANCIAL OFFICER

JAMES L. KNIGHT CENTER GARAGE

Revenue and Expenses Summary

For the Eight Months Ended May 31, 2024

Page 6

Year-To-Date	FY 2024		FY 2023 Actual \$	Variances		FY 2024 Actual Versus FY 2024 Budget	
	Actual	Adopted Budget		Actual FY 2024 Versus FY 2023		\$	%
	\$	\$		\$	%	\$	%
Operating Revenue	2,211,224	1,706,577	1,913,895	297,329	15.5	504,647	29.6
Direct Operating Expenses	1,584,339	883,439	956,708	(627,631)	(65.6)	(700,900)	(79.3)
Net Revenue In Excess of Expenses	626,885	823,138	957,187	(330,302)	(34.5)	(196,253)	(23.8)

The above summary represents the financial performance of the James L. Knight Center for the (8) months ended May 31, 2024.


ALEJANDRA ARGUDIN
CHIEF EXECUTIVE OFFICER


SCOTT SIMPSON
CHIEF FINANCIAL OFFICER

JAMES L. KNIGHT CENTER GARAGE

Revenue and Expenses Summary

For the Month Ended May 2024

Page 7

Year-To-Date	FY 2024		FY 2023 Actual	Variances			
	Actual	Adopted Budget		Actual FY 2024 Versus FY 2023		FY 2024 Actual Versus FY 2024 Budget	
	\$	\$	\$	\$	%	\$	%
Operating Revenue	280,589	218,466	261,128	19,461	7.5	62,123	28.4
Direct Operating Expenses	260,167	109,999	103,398	(156,769)	(151.6)	(150,168)	(136.5)
Net Revenue In Excess of Expenses	20,422	108,467	157,730	(137,308)	(87.1)	(88,045)	(81.2)

JAMES L. KNIGHT CENTER GARAGE

Schedule of Revenue and Expenses
For the Eight Months Ended May 31, 2024

Page 8

	FY 2024		FY 2023 Actual	Variances				Note(s)
	Actual \$	Adopted Budget \$		Actual FY 2024 \$	Versus FY 2023 %	FY 2024 Actual Versus FY 2024 Budget \$	%	
Operating Revenue								
Monthly Revenue	1,276,564	1,013,862	1,100,676	175,888	16.0	262,702	25.9	
Daily Revenue	688,713	526,041	536,035	152,678	28.5	162,672	30.9	
Special Event Revenue	248,923	166,674	276,944	(28,021)	0.0	82,249	49.3	
Other	(2,976)	-	240	(3,216)	(1,340.0)	(2,976)	0.0	
Total Operating Revenue	2,211,223	1,706,577	1,913,895	297,329	15.5	504,646	29.6	
Operating Expenses								
Salaries, Wages & Fringe Benefits	231,945	217,315	199,610	(32,335)	(16.2)	(14,630)	(6.7)	
Repairs, Maintenance, Cleaning & Landscape	75,844	138,778	217,348	141,505	65.1	62,934	45.3	
Security & Enforcement	288,441	297,260	285,597	(2,844)	(1.0)	8,819	3.0	
Utilities	63,783	52,184	53,151	(10,632)	(20.0)	(11,599)	(22.2)	
Insurance	80,945	71,847	59,772	(21,173)	(35.4)	(9,098)	(12.7)	
Legal & Professional	718,632	13,869	39,625	(679,007)	(1,713.58)	(704,763)	(5,081.6)	
Supplies & Printing	7,827	6,004	2,394	(5,434)	-	(1,823)	(30.4)	
Mgmt Fees & Admin O/H	110,527	86,182	95,695	(14,832)	(15.50)	(24,345)	(28.2)	
Other Expenses	635	-	3,516	2,881	81.94	(635)	0.0	
Advertising & Promotion	-	-	-	-	-	-	0.0	
Taxes & Permits	5,761	-	-	(5,761)	-	(5,760.88)	0.0	
Budgeted Reserves	-	-	-	-	-	-	-	
Total Operating Expenses	1,584,339	883,439	956,708	(627,631)	(65.6)	(700,900)	(79.3)	
Net Revenue In Excess of Expenses	626,884	823,138	957,187	(330,302)	(34.5)	(196,253)	(23.8)	

JAMES L. KNIGHT CENTER GARAGE

Schedule of Revenue and Expenses

For the Month Ended May 2024

Page 9

	FY 2024		FY 2023 Actual \$	Variances				Note(s)
	Actual \$	Adopted Budget \$		Actual FY 2024 Versus FY 2023		FY 2024 Actual Versus FY 2024 Budget		
				\$	%	\$	%	
Operating Revenue								
Monthly Revenue	162,361	118,224	158,565	3,796	2.4	44,137	37.3	1
Daily Revenue	76,879	79,409	61,216	15,663	25.6	(2,530)	(3.2)	
Special Event Revenue	41,187	20,833	41,317	(130)	0.0	20,354	97.7	2
Other	162	-	30	132	440.0	162	-	
Total Operating Revenue	280,589	218,466	261,129	19,460	7.5	62,123	28.4	
Operating Expenses								
Salaries, Wages & Fringe Benefits	33,584	26,731	28,075	(5,509)	(19.6)	(6,853)	(25.6)	
Repairs, Maintenance, Cleaning & Landscape	4,913	17,332	11,065	6,152	55.6	12,419	71.7	
Security & Enforcement	32,970	36,935	33,085	115	0.3	3,965	10.7	
Utilities	7,334	6,467	7,831	496	6.3	(867)	(13.4)	
Insurance	10,083	8,991	7,523	(2,560)	(34.0)	(1,092)	(12.1)	
Legal & Professional	157,137	1,732	1,830	(155,307)	(8,486.7)	(155,405)	(8,972.6)	3
Supplies & Printing	-	749	-	-	0.0	749	100.0	
Mgmt Fees & Admin O/H	13,973	11,062	13,056	(917)	(7.0)	(2,911)	(26.3)	
Other Expenses	171	-	933	762	81.6	(171)	0.0	
Advertising & Promotion	-	-	-	-	0.0	-	0.0	
Taxes & Permits	-	-	-	-	0.0	-	0.0	
Budgeted Reserves	-	-	-	-	-	-	-	
Total Operating Expenses	260,167	109,999	103,398	(156,768)	(151.6)	(150,168)	(136.5)	
Net Revenue In Excess of Expenses	20,422	108,467	157,731	(137,308)	(87.1)	(88,045)	(81.2)	

JAMES L. KNIGHT CENTER GARAGE

Summary of Major Variances

For the Month Ended May 2024

Page 10

- 1 **Monthly Revenue** - Monthly revenue is better than budget due to the increased the number of monthly permits purchased.
- 2 **Special Event Revenue** - Special Event revenue is significantly below budget due to the timing of events compared to prior year.
- 3 **Repairs, Maintenance, Cleaning & Landscape** - The negative variance of \$155.4.k is for the current draw for Phase 2 Upgrade project. The total for this project is approximately \$7,326,000.

The above summary represents the major variances from budget for the month of May 2024.

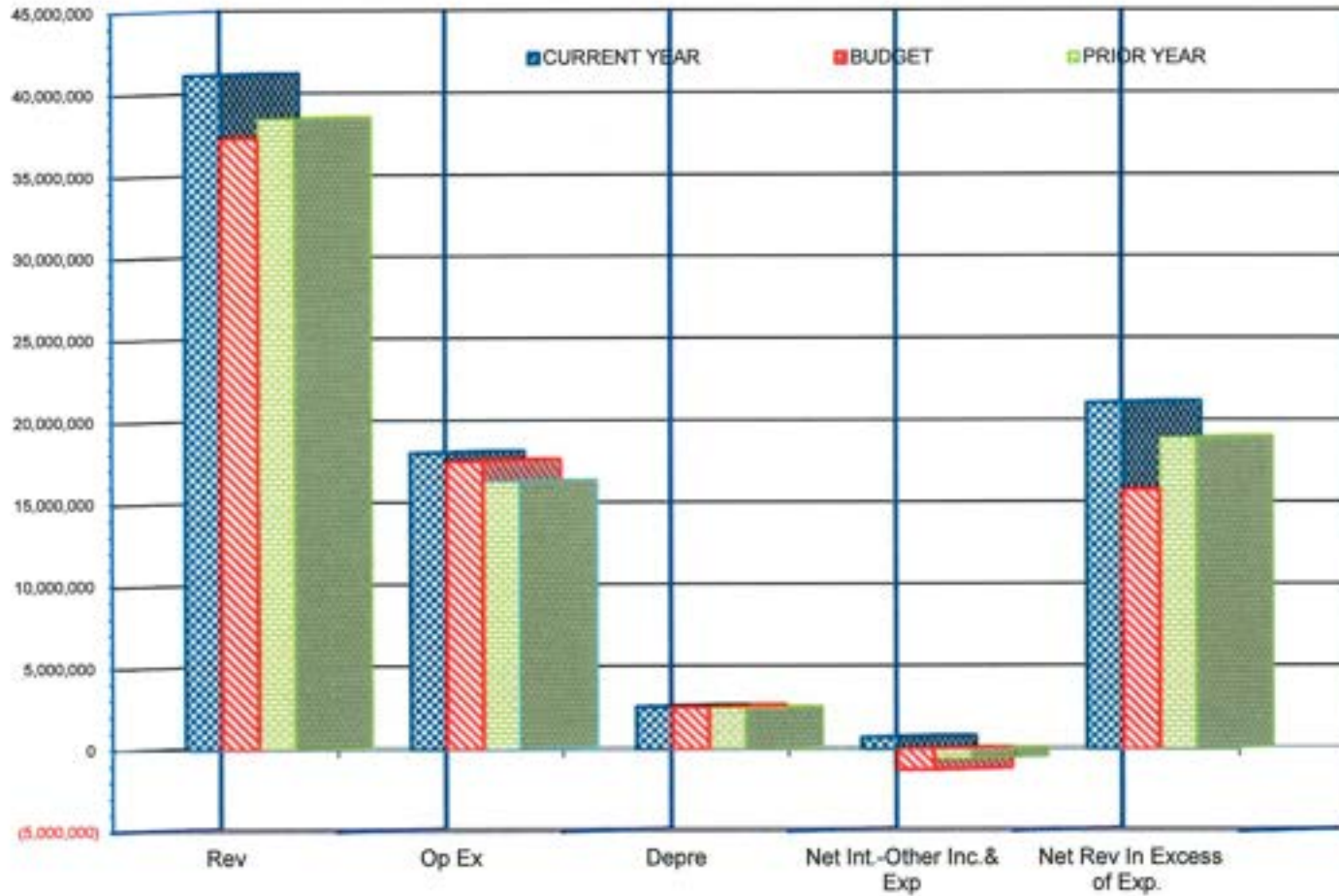


ALEJANDRA ARGUDIN
CHIEF EXECUTIVE OFFICER

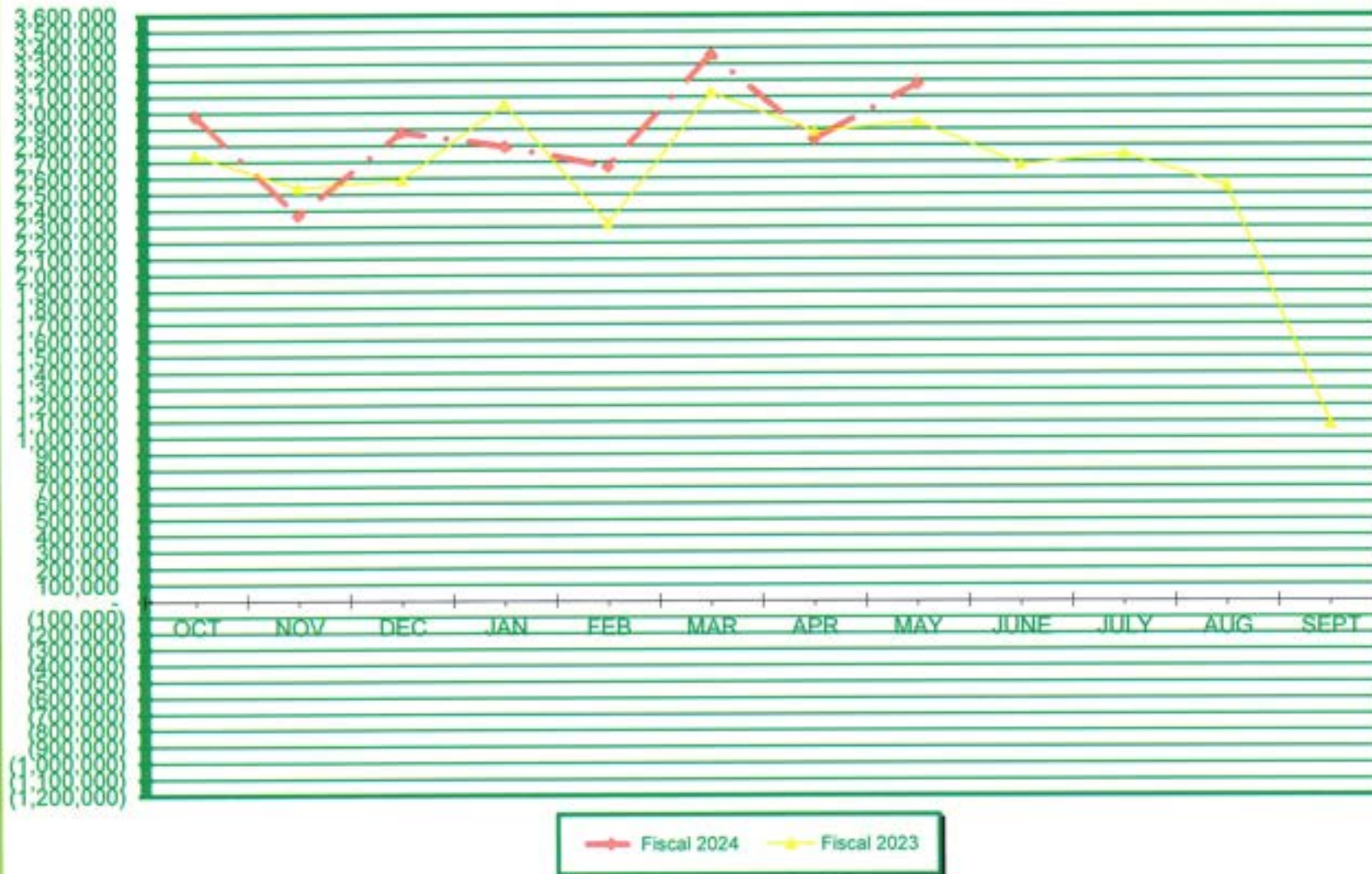


SCOTT SIMPSON
CHIEF FINANCIAL OFFICER

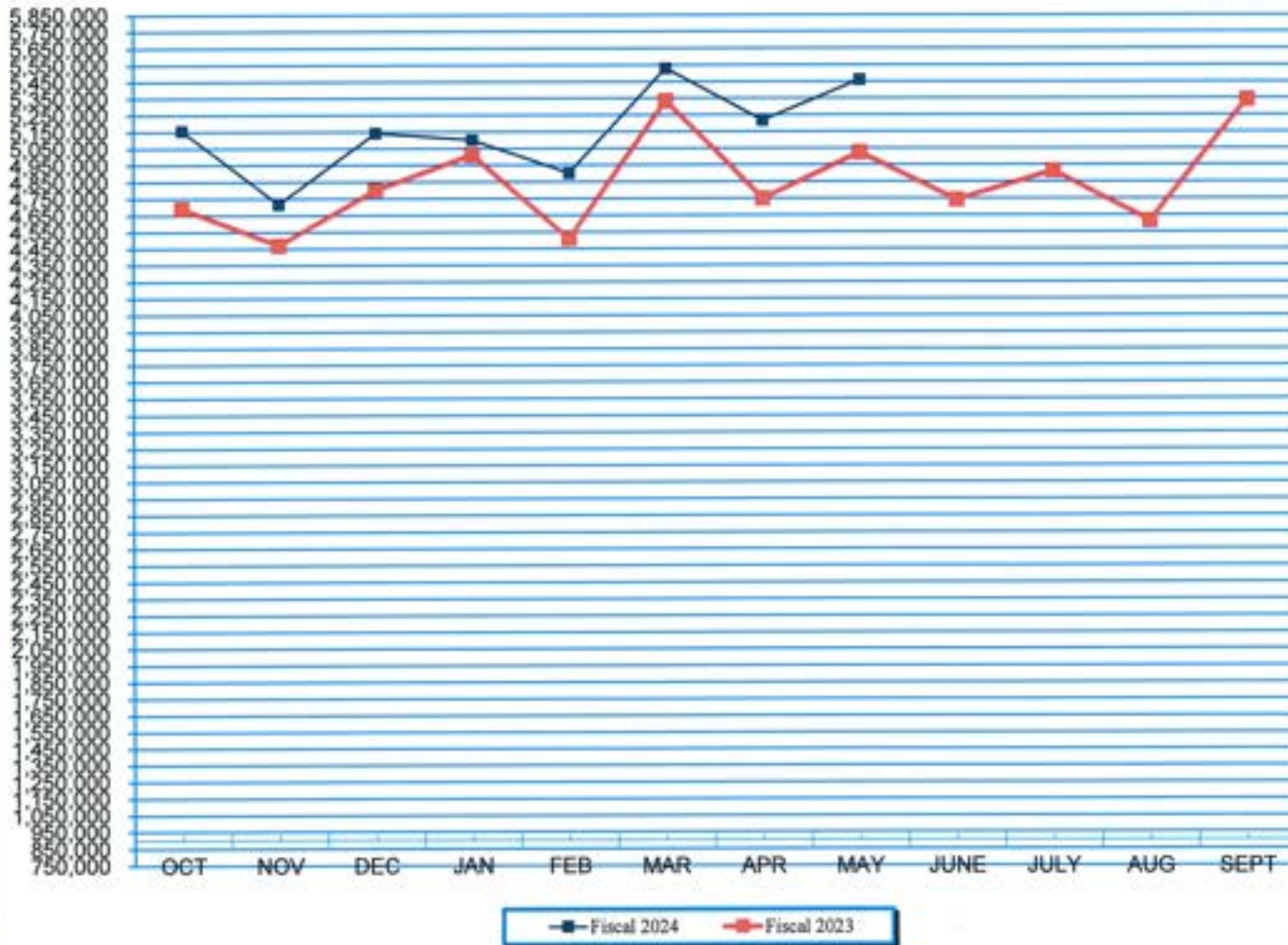
MIAMI PARKING AUTHORITY FOR THE YEAR ENDED MAY 31, 2024



MIAMI PARKING AUTHORITY OPERATING INCOME



MIAMI PARKING AUTHORITY OPERATING REVENUE



MIAMI PARKING AUTHORITY OPERATING EXPENSE





TO: Honorable Chairperson and Members of the Off-Street Parking Board

FROM: Scott Simpson, Chief Financial Officer, Miami Parking Authority

SUBJECT: Bank Reconciliations Certification

DATE: July 10, 2024

A handwritten signature in blue ink, appearing to read 'Scott', is written next to the 'FROM' line of the memo.

This is to certify that bank reconciliations for the month of May 2024 for the Miami Parking Authority and its managed facilities have been reviewed and no material differences have been noted.

SS:ss

**OFF-STREET PARKING BOARD
MONTHLY MEETING
AGENDA**

WEDNESDAY, JULY 10, 2024

8:15 A. M.

OFF-STREET PARKING BOARD

Jami Reyes (Chairperson) * Thomas Jelke * James S. Cassel * Deborah Ladron de Guevara * Marvin Wilmoth

AGENDA – July 10, 2024

- I.** Public Comments
- II.** Employee/Board Recognition/Presentations
 - A. Employee 'Years of Service' Award
 - 1. Jonathan Victores (5-Year Award)
- III.** MRD Consulting Report
- IV.** Loud and Live Progress Report Presentation
- V.** APPROVAL ITEMS
 - 1. 24-0701 May 2024 Financial Statements
 - A. Miami Parking Authority
 - B. Knight Center Garage
 - 2. 24-0702 Regular Board Meeting Minutes
 - A. June 5, 2024 Finance Committee
 - B. June 5, 2024 Off-Street Parking
 - 3. 24-0703 FY 2025 MPA Operating Budget
 - 4. 24-0704 FY 2025 James L. Knight Center Operating Budget
 - 5. 24-0705 Retired Health Savings (RHS) Contribution
 - 6. 24-0706 Procurement of IT Nutanix Software – Piggyback with Florida's NASPO - Carahsoft Alternative Contract No. 43230000-NASPO-16-ACS (Companion Item 1 of 2)

Any person may be heard by the Off-Street Parking Board of Directors, through the Chair, for not more than two minutes, on any proposition before the Board of Directors unless modified by the Chair. The Chair will advise the public when the public may have the opportunity to address the Board of Directors during the Public Comment Period or at any other designated time.

In accordance with the Americans with Disabilities Act of 1990, as amended, persons needing special accommodations to participate in this proceeding may contact the Miami Parking Authority at (305) 373-6789 ext. 227 or ext. 228 (Voice) no later than six (6) business days prior to the proceeding. TTY users may call via 711 (Florida Relay Service) no later than six (6) business days prior to the proceeding.

7. 24-0707 Procurement of IT Managed Backup and Recovery Services – Piggyback with University of Virginia and ePlus Technology, Inc., Agreement
UVA-AGR-IT-00178-ePlus (Companion Item 2 of 2)

VI. CHIEF EXECUTIVE OFFICER'S REPORT

- MIMO (7500 Biscayne) Project
- Amendment to Chapter 35
- Smart Grant Update
- Automotus Roll Out
- EV Charging Stations Update

VII. STATUS REPORT

- May 2024 Operational Report

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Progress Report for Miami Parking Authority

Public Relations Services

June 1 -30, 2024

TASK	ACTIVITY
Board Meeting	❖ On June 5, 2024, attended the MPA Board of Directors meeting.
PayByPhone	❖ There was no PayByPhone communication activity in June.
Public Relations Tactics	<ul style="list-style-type: none">❖ Edited the "About" page of Ms. Alejandra Argudin's LinkedIn page.❖ July is Vehicle Theft Prevention Month. I forwarded talking points and a link to find images for Loud and Live and Ms. Meagan Camp, The Modern Take to put on the calendar to post at the end of June 2024. Drafted content to accompany talking points and images.❖ Reviewed the Populus flyer and sent it to Mr. Diaz to have it printed.❖ I commissioned the graphic designer to create Ms. Argudin's LinkedIn page banner. She created three proofs to choose from, and I provided the background photo of the Regatta Harbour

garage.

- ❖ On June 6th, participated in a conference call with Ms. Meagan Camp to discuss Ms. Argudin's schedule of activities at the IPMI Conference and Expo.
- ❖ Drafted a media pitch to garner coverage concerning Ms. Argudin's appointment to chairwoman of the Board of Directors of IPMI.
- ❖ Forwarded information to Ms. Argudin about the summer camp of the Lighthouse for the Blind program for children.
- ❖ Researched opportunities to help the community with back-to-school supplies.
- ❖ Shared the thought leadership content with Ms. Meagan Camp to have quotes and visionary statements from Ms. Argudin during the IPMI Conference.
- ❖ Drafted caption to post Ms. Argudin's panel discussion about curb management during the IPMO conference.
- ❖ Revised the media pitch and resent it to Ms. Argudin for review and approval. Drafted an email to media outlets highlighting the importance of Ms. Argudin's appointment to Miami and the community.
- ❖ Drafted an email to Ms. Maggy Cuesta to detail the scope of work for the next art project. Ms. Cuesta is in Florence with student artists through June 19th. We will resume our conversation after

	<p>she returns.</p> <ul style="list-style-type: none">❖ On June 14th, attended the bi-weekly Teams meeting with the MPA and Loud and Live's teams.❖ Coordinated meeting with Ms. Argudin and Ms. Aileen Boucle, Executive Director of the Transportation Planning Organization.❖ Responded to freelance reporter Francisco Alvarado concerning his follow-up questions about the Coconut Grove valet program.❖ Working on temporary taglines until new taglines are tested in focus groups.❖ Drafted thought leadership content for LinkedIn.❖ On June 20th, participated in a conference call with Ms. Meagan Camp to plan upcoming LinkedIn posts.
Community Events	<ul style="list-style-type: none">❖ July 1- 31 – National Vehicle Theft Prevention Month (NHTSA)❖ August and September – Miami Spice Months❖ September 20th – Park(in) Day❖ October 7 -11 – Customer Service Week❖ October Date TBD – Miami-Dade League of Cities Best Practices Conference❖ October 25 – Nov. 2 – Florida Mobility Week❖ November 17 – 24 – Miami International Book

	<p>Fair</p> <ul style="list-style-type: none">❖ December 6 – 8 – Miami Art Basel❖ December Dates TBD – Holiday Courtesy Citation Program❖ February 12 – 16, 2025 – Miami International Boat Show❖ Miami International Film Festival 2025 – Dates TBD
<p><u>Quarter 3</u> July – September 2024</p>	<ul style="list-style-type: none">❖ Support the launch of SpotHero in Miami on May 1, 2024.❖ Develop material and strategic approach for the city of North Miami PayByPhone rollout.❖ Continue to research ADA parking programs in other cities.❖ Pitch media coverage of Ms. Argudin's chairmanship of the IPMI board.❖ Develop speaking points to explain the pilot program for the Populus smart-city digital technology.❖ Step up Ms. Argudin's and senior management's presence on LinkedIn.❖ Prepare to launch the communication campaign for deploying the Automotus in the smart-city loading zones in downtown Miami.❖ Continue identifying and recommending not-for-profit events aligned with MPA's mission for

	<p>quarters 2 and 3.</p> <ul style="list-style-type: none">❖ Continue to create pitches for feature stories highlighting the initiatives MPA is implementing to stimulate parking and give back to the community.❖ Update marketing and public relations roadmap for 2024 community initiatives for MPA to engage with the public.
Loud and Live Progress Report and Invoice	<ul style="list-style-type: none">❖ Processed Loud and Live's invoice and progress report for June 2024.
	<p>NAME: <u>Margarita R. Delgado</u> (Print)</p> <p>SIGNATURE: <u>Margarita R. Delgado</u></p> <p>DATE: June 18, 2024</p>

JUNE REPORT

07.10.24



Loud and Live

PRESENTED BY LOUD AND LIVE

June Top Content



Jun 13, 2024

Discover the magic of Downtown Miami at night...all made possible...

Reach	1,182
Comments	0
Likes	30
Saves	2
Engagement	41
Engagement rate per reach	3.5%
Engagement rate per impression	3.1%



Jun 1, 2024

🌴 Fashionistas & beach babes, Miami Swim Week is here! 🌴 MPA offers...

Reach	210
Engaged users	1
Clicks	0
Other clicks	0
Engagement rate per reach	0.5%
Engagement rate per impression	0.5%



Jun 1, 2024

🌴 Fashionistas & beach babes, Miami Swim Week is here! 🌴 MPA offers...

Impressions	1,159
Likes	3
Reposts	2
Quote posts	0
Replies	0
Engagement	18
Engagement rate per impression	1.6%



Highlights & What's to Come



IPMI Conference Coverage

On June 11th we posted on LinkedIn to congratulate Alex in taking the reins of the Board of Directors of IPMI.

This post received over 4,031 impressions and had a click through rate (CTR) of 6.03%.



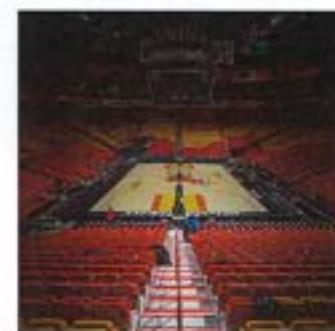
Hurricane Parking

In July we will create a UGC tutorial video teaching the community how to register for the Hurricane Parking program.



Giveaway Rebranding

We have rebranded the creative of the giveaway posts to bring further community engagement. We will be A/B testing them the following months.





SOCIAL GROWTH



3,650 Total Followers

Total Engagement 33

Total Reposts 13



4,085 Total Followers (+0.1%)

Total Impressions 4,756 (+8.4%)

Total Engagement 270 (+13.9%)



19,018 Total Followers (-0.2%)

Total Impressions 2,318 (-18.8%)

Total Engagement 111 (+117.6%)



1,074 Total Followers (+3.3%)

Total Impressions 6,485 (+54.8%)

Total Engagement 811 (+138.5%)

Performance from May 16, 2024 - June 16, 2024*
*Twitter performance from May 30, 2024 - June 16, 2024

THANK YOU.





TO: Honorable Chairperson and Members of the Off-Street Parking Board

FROM: Alejandra Argudin, Chief Executive Officer, Miami Parking Authority

A handwritten signature in blue ink, appearing to read 'A. Argudin', is written over the 'FROM:' line.

SUBJECT: Financial Summaries for the Period Ended May 31, 2024

DATE: July 10, 2024

The Financial Summaries for the month ended May 31, 2024 for the Miami Parking Authority and the Knight Center Garage, are included in the Finance Committee package as agenda Item No. #1.

AA:ss

Attachment

MIAMI PARKING AUTHORITY
BOARD MEETING

June 5, 2024

PRESENT: Jami Reyes (Board Chair)
James Cassel
Deborah Ladron de Guevara
Thomas Jelke
Marvin Wilmoth

ALSO PRESENT: Alejandra Argudin, Chief Executive Officer, MPA
Julia Y. Alfonso, Court Reporter, JYA Reporting
Jihan Soliman, Assistant City Attorney, City of Miami
Scott Simpson, CFO, Miami Parking Authority
Margie Carmenates, Controller, MPA
Monica Cuadra, Executive Administrative Assistant, MPA
Roland Galdos, Sr. Executive Advisor to the CEO
Angela Hernandez, HR Director, MPA
Angel Diaz, Director of Operations, MPA
Henry Espinosa, IT Director, MPA
Margarita Delgado, MRD Consulting
Valeria Gutierrez, Client Services Coordinator, Loud & Live
Orlando Canizales, IT Technician, MPA
Jose Leon, Manager, MPA
Victor Rosario, Sr. Manager of Operations, MPA
Carol Corredor, Executive Administrative Assistant, MPA
Jeffrey Medina, Sr. Manager of Operations, MPA
Humberto Escandon, Sr. Manager of Operations, MPA
George McLean, Sr. Business Analyst, MPA
Javier Armenteros, Manager of Operations, MPA
Jennifer Garcia, Senior Project & Property Manager
Christian Radicy, Manager, Miami Parking Authority
Gabriel Maytin, System Administrator, Miami Parking Authority
Monica Montoya, Senior Staff Accountant, Miami Parking Authority
Leonard Bier, Consultant, Bier Associates
John Lopez, Sr. Manager of Operations, PHT
Luquette Thames, Manager of Operations, MPA
Chantal Gonzalez, Paralegal, MPA
McKinley Joseph, Parking Enforcement Officer, MPA
Angel Hernandez, Metershop Technician, MPA
Julio Baldelomar, Customer Service Monitor, MPA
Percy Aguila, Senior Vice President, Fifth Third Bank

[illegible]

<p>1 P-R-O-C-E-E-D-I-N-G-S 5</p> <p>2 MR. SIMPSON: Good morning, everyone. Welcome</p> <p>3 this bright and early day. We're here to talk</p> <p>4 about the financials for the period ending April</p> <p>5 for the Parking Authority as well as the Knight</p> <p>6 Center. If you just want to go ahead and put that</p> <p>7 on page six.</p> <p>8 All right. So just a few housekeeping items</p> <p>9 before we get into the body of the report. And I</p> <p>10 know you're going to get tired of me saying this,</p> <p>11 but I just want to remind you guys because it is</p> <p>12 important, the City's budget hearing is tentatively</p> <p>13 slated for the 12th of September at 5:05.</p> <p>14 And, again, the reason I say tentative,</p> <p>15 because according to TRIM, if a taxing authority</p> <p>16 above us in the pecking order changes, then</p> <p>17 everything cascades down. Your presence is not</p> <p>18 required, but we do like it when we have your</p> <p>19 presence there.</p> <p>20 The process mechanically is our budget is</p> <p>21 adopted by resolution. And what that means from a</p> <p>22 practical standpoint, we have one public hearing</p> <p>23 for approval. Those items that either have a</p> <p>24 neutral or a favorable impact to the general fund,</p> <p>25 they tend to take a first meeting. So somewhere</p>	<p>1 from 10 days to a week prior to that meeting Alex 6</p> <p>2 will meet with each of the commissioners as well as</p> <p>3 your chief of staff, go over the budget, and see if</p> <p>4 they have any questions.</p> <p>5 Typically the most salient things that they</p> <p>6 want to know about, is there a rate increase in the</p> <p>7 budget and how much is our check. Once they get</p> <p>8 past that, it's pretty much, you know, what can you</p> <p>9 do for my area for our parking, that type of thing.</p> <p>10 And then we'll also meet with the City manager to</p> <p>11 do that.</p> <p>12 Historically we've been very fortunate the</p> <p>13 last couple of years. What I mean by saying that</p> <p>14 is that by the time they read the header for our</p> <p>15 reso, they've already approved our item even before</p> <p>16 we've gotten to the podium. I think a lot of that</p> <p>17 goes to the credit for Alex. Everything -- a good</p> <p>18 detailed briefing for them prior to the beginning</p> <p>19 of the meeting and the confidence they have in what</p> <p>20 she's been doing.</p> <p>21 The bank reconciliations for the month are</p> <p>22 current. There were no material items from the</p> <p>23 preceding month in the current month's</p> <p>24 reconciliation.</p> <p>25 So at this point in the fiscal year, this is</p>
<p>1 where we end our big revenue recognition months. 7</p> <p>2 March, April, May are our -- typically our largest</p> <p>3 months from a revenue standpoint. And so what we</p> <p>4 do here, we sort of stop. We assess the year where</p> <p>5 we've been up to this point. You know, we look at</p> <p>6 what revenue we've recognized in anticipation for</p> <p>7 the balance of the fiscal year.</p> <p>8 Once we do that, then obviously we take into</p> <p>9 account other miscellaneous and sundry items. The</p> <p>10 biggest one is what did the weather forecaster say</p> <p>11 as far as the predictions of hurricanes.</p> <p>12 Unfortunately, the glass is -- you know, from an</p> <p>13 accountant's dream, is half full or half empty?</p> <p>14 Half empty. That's right. That's the more</p> <p>15 negative. So, you know, we're going to be</p> <p>16 optimistically guarded with that. And the reason I</p> <p>17 bring it up is that we tend to backload a lot of</p> <p>18 expenses on our budget.</p> <p>19 So seeing our performance, we're a little over</p> <p>20 \$2 million from a net income perspective at this</p> <p>21 point in the year. So, you know, we have had good</p> <p>22 revenue recognition, but our meeting concerns</p> <p>23 are -- is, first and foremost, our ability to pay</p> <p>24 our bondholders. Secondly, our ability to pay our</p> <p>25 bills. And then lastly, our ability to fulfill our</p>	<p>1 obligations to the City with that excess check. 8</p> <p>2 But then we assess our needs. Is it capital?</p> <p>3 Is it repair? Obviously, the largest concern we've</p> <p>4 had in the last couple of years is Henry and</p> <p>5 cybersecurity. See, I'm still plugging for you,</p> <p>6 so -- but, again, in all seriousness, it is</p> <p>7 concerning.</p> <p>8 I mean, just the other day, other than the</p> <p>9 issues that Live Nation has, you know, Ticketmaster</p> <p>10 was hacked. So, you know, we need to be diligent</p> <p>11 and on top of that just to make sure that we're</p> <p>12 doing the right thing and trying to stay one step</p> <p>13 ahead of everybody. With that, we'll get into the</p> <p>14 body of the report if there's no questions about</p> <p>15 the housekeeping.</p> <p>16 All right. For April we had approximately</p> <p>17 \$5.2 million of operating revenue. We're about</p> <p>18 \$1 million better than budget. Direct operating</p> <p>19 expenses of approximately 2.3 million, leaving a</p> <p>20 net operating result of approximately \$2.8 million</p> <p>21 on the month.</p> <p>22 If we advance to page eight, this is the same</p> <p>23 view. This is just a detailed view. We notated</p> <p>24 some things either being significantly above or</p> <p>25 below budget. This has been pretty consistent with</p>

<p>1 what you've seen in the prior years for the revenue 2 as well as the expenses.</p> <p>3 On the Off Street, we were favorable by 4 approximately \$437,000. The largest single driver 5 in that favorable variance is G3, Garage 3, which 6 is where our old location was. The current year 7 budget contemplated Garage 3 coming offline at the 8 end of January. So we did not forecast any 9 expenses or project any revenues beyond that point. 10 So to the extent that Garage 3 stays open, this 11 will stay favorable.</p> <p>12 I know that, you know, they're having some 13 issues like -- with the cost of capital. So what 14 will we do for 2025? We'll sit down. We'll talk 15 to the developer. We'll look at the equity market 16 with our consultants and decide -- you know, make 17 an educated decision when we think they may proceed 18 in the next budget year, and then we'll do a 19 proration into '25 just like we did for this year.</p> <p>20 Management Fees. Two large drivers on that 21 are Miami-Dade County. Miami-Dade County is 22 performing significantly better than budget. 23 Obviously, if they're performing better than 24 budget, we're going to have favorable results. 25 The other item is Doral. When we were</p>	<p>1 initially rolling out Doral, we weren't really sure 2 what kind of growth we were going to see, what kind 3 of revenue recognition we were having. And so we 4 weren't comfortable plugging anything in because at 5 the beginning, it got delayed, it got delayed, and 6 guess what, it got delayed again. So we were 7 uncomfortable plugging any money into that.</p> <p>8 I think at this point, I think it's a totally 9 different picture. Angel and his crew have their 10 thumb on the pulse of parking. It seems to be 11 very, very -- going very, very well with the 12 exception in the political environment of Doral. 13 But the parking seems to be going seamless, and so 14 we'll definitely want to be able to plug some money 15 into that line item for 2025 budget.</p> <p>16 Towing is the other line favorable by about 17 \$34,000. What we've done historically on this line 18 item, we just let it go to cash basis up until we 19 get to the last period of the fiscal year. We 20 leave the books open for another 45 to 60 days, and 21 we'll do that final true up to get a full accrual 22 number from that.</p> <p>23 If you could just scroll -- slow it down so we 24 get all the expenses in. So the first expense 25 we're going to talk about is Repairs and</p>
<p>1 Maintenance, Cleaning & Landscaping. It's over by 2 about \$80,000. The large item in there is there 3 was an item for Garage 3. And if you remember, 4 Garage 3 is the one that we did not forecast 5 anything beyond January. We knew of an issue that 6 had to be addressed, but since we were going to 7 close the garage, we initially deferred it and said 8 why make that expenditure if we're just going to 9 take the garage down.</p> <p>10 Obviously, with the garage still open, we've 11 had to make those repairs. It was about \$22,000 12 electrical repairs for some lighting. Again, it 13 was a life safety issue, so we had no other choice. 14 But, again, the garage continues to generate 15 revenue. It's not budgeted, so hopefully they'll 16 offset.</p> <p>17 Security is over by about \$32,000. Again, G3, 18 it's going to be my new sandbag escape, so -- G3, 19 expenses related to there were not contemplated in 20 the forecast.</p> <p>21 The next one is revenue sharing. It's about 22 \$44,000. If there's any one line item in our 23 budget that we want to be overbudget, this would be 24 that item. Revenue sharing for us, it just means 25 that we have contractual agreements with people</p>	<p>1 that have other revenue-producing facilities, and 2 we either rebate some form of gross collections, 3 net income either on the percentage or fixed basis 4 or sliding scale. So obviously, as they do better 5 than planned, we had to rebate a little bit more 6 back to them. Obviously, if they do better, then 7 we do better.</p> <p>8 The next one is Supplies and Miscellaneous is 9 over by about \$52,000. We -- where are my notes? 10 I'm sorry. Bank Charges, number seven. If revenue 11 is performing better than budget, that just means 12 we have more virtual swipes of credit cards through 13 we PayByPhone or actual swipes of credit card at 14 the kiosks, at the master meters, and it's a 15 consequence of that.</p> <p>16 Number eight is Supplies and Miscellaneous. 17 My favorite, G3. We had some supplies and stuff 18 that we had to buy for G3 as well as some software 19 that Henry bought. And with the software, it's 20 typically -- it's not -- they're budgeted. It's 21 just trying to get the timing of it right. So by 22 the time we come to September, it will all balance 23 out.</p> <p>24 Other Expenses is over by about \$29,000. As I 25 alluded to earlier, we, you know, sort of opened up</p>

<p>13</p> <p>1 the purse strings a little bit. We've made some</p> <p>2 contributions, whether it's scholarships or some</p> <p>3 additional scholarships and contributions --</p> <p>4 charitable contributions -- that's what I'm</p> <p>5 thinking about -- throughout the community as a</p> <p>6 consequence that we know we have some revenue. So</p> <p>7 we're loosening that up a little bit as well as</p> <p>8 some other supplies, those types of things.</p> <p>9 And then Advertising & Promotion is over by</p> <p>10 about \$30,000. Again, we're pushing some</p> <p>11 campaigns. The largest driver in that particular</p> <p>12 line item is the addition of Freebee. So in the</p> <p>13 2025 budget we'll be sure to include both Freebee</p> <p>14 lines in our budget.</p> <p>15 With that I'm happy to answer any questions</p> <p>16 about the performance for MPA for April.</p> <p>17 MR. CASSEL: No questions.</p> <p>18 MR. SIMPSON: Seeing none and hearing none,</p> <p>19 we'll move to page 11. Page 11, this is the</p> <p>20 summary for the same time frame for the Knight</p> <p>21 Center. On the month they had approximately</p> <p>22 \$293,000 of operating revenue. We're about 102,000</p> <p>23 better than budget. They had direct operating</p> <p>24 expenses of approximately 196,000, leaving an</p> <p>25 operating surplus of approximately 96,600.</p>	<p>14</p> <p>1 We advance to 13. 13 is the detailed view for</p> <p>2 the same time frame. As we've seen in the last</p> <p>3 couple of months, there's been a change in the</p> <p>4 workforce. They're asking people to come back</p> <p>5 either in some form of one day, two days, three</p> <p>6 days.</p> <p>7 My daughter's not very happy about that. She</p> <p>8 complains constantly that she has to pay to park.</p> <p>9 I don't understand that complaint, but she</p> <p>10 continues to make, but -- so we've seen an uptick</p> <p>11 on monthly and daily, so we're happy about that.</p> <p>12 And obviously the special events. When we</p> <p>13 went and asked the City's event planners what did</p> <p>14 they have on the books last year, they were very</p> <p>15 pessimistic about the calendar and our budget</p> <p>16 reflected that pessimistic forecast. But obviously</p> <p>17 that's turned around. We've put in a request to</p> <p>18 look at their book for next year. We haven't</p> <p>19 gotten it back yet, but I'm sure it's going to be</p> <p>20 much more favorable than it was last year, and then</p> <p>21 we'll notate that in the operating budget.</p> <p>22 On the expense side, Legal & Professional was</p> <p>23 over by about \$90,000. If we recall the</p> <p>24 capital-related projects that we do for the Knight</p> <p>25 Center are funded by the City in a separate fund.</p>
<p>15</p> <p>1 They have a capital project fund that funds that.</p> <p>2 This is a governmental special revenue fund, so</p> <p>3 we're only including from a budgetary standpoint,</p> <p>4 operational things for us.</p> <p>5 So even though we're \$90,000 over the budget,</p> <p>6 this expense is fully reimbursable, and the City</p> <p>7 will reimburse it. It's really the only mechanism</p> <p>8 that we have to recognize pay -- and if you</p> <p>9 remember, the overall value of that contract was</p> <p>10 about \$7.3 million. So we'll probably be having</p> <p>11 this conversation about this line item a couple</p> <p>12 more times before the end of the fiscal year.</p> <p>13 With that I'm happy to answer any questions</p> <p>14 about this, the preceding report, or scuba diving.</p> <p>15 MR. CASSEL: Any questions?</p> <p>16 MR. JELKE: The Nitrox.</p> <p>17 MR. SIMPSON: Nitrox? Yes, I am Nitrox</p> <p>18 certified.</p> <p>19 MR. JELKE: Thank you.</p> <p>20 MR. SIMPSON: All right. Thank you very much.</p> <p>21 MR. CASSEL: Shall we adjourn the meeting? So</p> <p>22 moved.</p> <p>23 MR. JELKE: Thank you.</p> <p>24 MR. CASSEL: Go ahead.</p> <p>25 CHAIRPERSON REYES: All right. Good morning,</p>	<p>16</p> <p>1 everyone. I'm waiting for the time, but boss here</p> <p>2 is telling me I can start.</p> <p>3 Good morning. Welcome. I'm going to open it</p> <p>4 for public comments.</p> <p>5 Hearing none, seeing none, we will go to our</p> <p>6 employee recognition.</p> <p>7 MR. DIAZ: McKinley, Joseph.</p> <p>8 MR. ESCANDON: Good morning.</p> <p>9 CHAIRPERSON REYES: Good morning.</p> <p>10 MR. ESCANDON: Bert Escandon for the record.</p> <p>11 The enforcement department, being an</p> <p>12 enforcement officer nowadays for the City is very</p> <p>13 challenging. The City is growing, so we're getting</p> <p>14 a lot of diversity of people. And McKinley here</p> <p>15 for the past five years has been doing that</p> <p>16 challenge dealing with everything that is going on</p> <p>17 in the City. So I'm happy to recognize his five</p> <p>18 years and hoping that he can be five years more in</p> <p>19 growing.</p> <p>20 MR. MCKINLEY: I appreciate it. Thank you.</p> <p>21 OFFICER THAMES: Congratulations on your five</p> <p>22 years.</p> <p>23 McKinley is one of the officers that he takes</p> <p>24 pride in his customer service. We never have no</p> <p>25 problems with McKinley on the streets. He strives</p>

<p>17</p> <p>1 to make customers happy, and I commend him for</p> <p>2 that. Congratulations.</p> <p>3 McKinley is a little shy.</p> <p>4 MR. MCKINLEY: I lost my voice, so it's kind</p> <p>5 of hard to speak a little bit loud. But I</p> <p>6 appreciate everyone here, and I appreciate this</p> <p>7 company. I love the job. Like was said, I always</p> <p>8 strive to find a solution and make everything</p> <p>9 smoother for everybody, and that's all I can really</p> <p>10 say.</p> <p>11 MR. DIAZ: Next is Julio.</p> <p>12 MR. ARMENTEROS: Good morning, everybody.</p> <p>13 We're here to recognize Julio Baldelomar for his</p> <p>14 five years in MPA. He's currently working at the</p> <p>15 command center. He's a great employee. He's</p> <p>16 always there when you need him. He's brought a lot</p> <p>17 of ideas to the command center which we are</p> <p>18 actually bringing forward.</p> <p>19 And I just thank you for being here those five</p> <p>20 years, and hopefully we have many, many, many, many</p> <p>21 more years to come.</p> <p>22 MR. BALDELOMAR: Absolutely.</p> <p>23 MR. ARMENTEROS: You want to say something?</p> <p>24 MR. BALDELOMAR: Yes. I just want to say, I</p> <p>25 mean, thank you, and I'm grateful for working with</p>	<p>18</p> <p>1 one of best teams that I ever have worked. So</p> <p>2 thank you guys.</p> <p>3 MR. DIAZ: Angel Hernandez.</p> <p>4 MR. LEON: Good morning, everyone. We're here</p> <p>5 to present the award for five years to Angel</p> <p>6 Hernandez. He is Mr. Worldwide here at MPA. He's</p> <p>7 dipped his toe in several departments. You know,</p> <p>8 he's experienced Jackson, the Marlins. Now he's</p> <p>9 with Chris^'. He's probably the most reliable</p> <p>10 person I've ever worked with, always on time, never</p> <p>11 late, always putting his best foot forward, and</p> <p>12 always has a great attitude towards challenging and</p> <p>13 tackling any projects.</p> <p>14 MR. RADICY: I've had the pleasure of working</p> <p>15 with him for the past two to three months. He just</p> <p>16 came over to our department, and, same thing,</p> <p>17 always on time, really reliable, never has any</p> <p>18 complaints, does what he needs to do, and gets the</p> <p>19 job done. Thank you.</p> <p>20 MR. HERNANDEZ: I'm not too big on words.</p> <p>21 I'll try my best. I'm really grateful working in</p> <p>22 such a great company, gives me the opportunity to</p> <p>23 learn and possibly grow. I've learned a lot</p> <p>24 throughout the five years that I've been here</p> <p>25 working with Jose, working with Wilfred, with</p>
<p>19</p> <p>1 Victor when I was in Jackson. And I look forward</p> <p>2 to many years of growth and be able to possibly</p> <p>3 advance --</p> <p>4 CHAIRPERSON REYES: Okay. Margarita.</p> <p>5 MS. DELGADO: Margarita Delgado, MRD</p> <p>6 Consulting. Good morning, Madam Chair, members of</p> <p>7 the board. Good morning, everyone.</p> <p>8 This past month we went to two conferences</p> <p>9 locally. We went to CoMotion, a lot of strategic</p> <p>10 vision into the future. That's a great, great</p> <p>11 conference because we learn a lot, a lot of things</p> <p>12 that will impact MPA.</p> <p>13 We also attended NACTO, the National</p> <p>14 Association of City Transportation Officials, where</p> <p>15 the CEO was the mayor of one of the sessions,</p> <p>16 including a gavel. And so she ran that session</p> <p>17 which is another visionary program called Designing</p> <p>18 Cities 2024.</p> <p>19 Coming up we have IPMI that is a big deal for</p> <p>20 all of us. That will be a big deal for Miami</p> <p>21 because the CEO will take over as chair of the</p> <p>22 board and the national and international trade</p> <p>23 association, the largest one in parking. So for us</p> <p>24 it's a tremendous honor, and I think for the</p> <p>25 community also. So that will generate a lot of</p>	<p>20</p> <p>1 media pitches which will elevate the MPA brand.</p> <p>2 We're very focused on that coming up.</p> <p>3 I have worked on the Populus technology</p> <p>4 materials, reviewing the press release, reviewing</p> <p>5 the flyers, as well as other things that have come</p> <p>6 up. Also for SpotHero, the parking reservation</p> <p>7 app.</p> <p>8 And now it's coming up in the summer, which is</p> <p>9 very slow for community events, but a lot of the</p> <p>10 local organizations are beginning to ask for</p> <p>11 support for the summer programs for the kids and</p> <p>12 also for back to school. So we'll focus on that.</p> <p>13 MPA is always very generous with the community, and</p> <p>14 those are all very worthy causes. There was</p> <p>15 something else.</p> <p>16 NHTSA always has campaigns close to what MPA</p> <p>17 does, close to the mission. So end of June we're</p> <p>18 going to be joining them in communicating a car</p> <p>19 theft prevent campaign that, you know, basically is</p> <p>20 a national campaign, but locally when people park,</p> <p>21 they have to make sure they're parking in well-lit</p> <p>22 areas and lock the doors, et cetera, et cetera. So</p> <p>23 that's coming up. And I know that Valeria has some</p> <p>24 other stuff that will be happening as well.</p> <p>25 Any questions?</p>

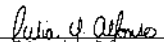
<p>21</p> <p>1 CHAIRPERSON REYES: I have a question for you.</p> <p>2 I looked at your calendar of events. Do we not do</p> <p>3 Parking Day anymore?</p> <p>4 MS. DELGADO: I think we promoted it, but not</p> <p>5 done like parklets or anything -- event, but --</p> <p>6 CHAIRPERSON REYES: Did we stop doing it for a</p> <p>7 reason?</p> <p>8 MS. ARGUDIN: No. It used to be a big event</p> <p>9 that was led by the County.</p> <p>10 CHAIRPERSON REYES: Yeah.</p> <p>11 MS. ARGUDIN: But they have -- yeah. They</p> <p>12 have backed away from that. It's not as big as it</p> <p>13 used to be.</p> <p>14 CHAIRPERSON REYES: Maybe we can do something</p> <p>15 now that we have Doral. I don't know. Think about</p> <p>16 it.</p> <p>17 MS. ARGUDIN: For September.</p> <p>18 CHAIRPERSON REYES: September, right?</p> <p>19 MS. DELGADO: September? We have time to come</p> <p>20 up with something and --</p> <p>21 CHAIRPERSON REYES: Yeah. Like since you're</p> <p>22 saying --</p> <p>23 MS. DELGADO: Yeah.</p> <p>24 CHAIRPERSON REYES: It kind of gears up to --</p> <p>25 towards the season.</p>	<p>22</p> <p>1 MS. DELGADO: Yes.</p> <p>2 CHAIRPERSON REYES: And my other thing was --</p> <p>3 MS. DELGADO: I hope you ask me about LinkedIn</p> <p>4 because we're getting --</p> <p>5 CHAIRPERSON REYES: Well, I can tell you that</p> <p>6 our CEO has definitely stepped up her game.</p> <p>7 MS. DELGADO: I wonder who's behind that.</p> <p>8 CHAIRPERSON REYES: I don't know, but it's</p> <p>9 amazing. Now, if the rest of the team would do it,</p> <p>10 that would be awesome too.</p> <p>11 MS. DELGADO: You're right.</p> <p>12 CHAIRPERSON REYES: Right?</p> <p>13 Okay. No, but the CEO is doing great.</p> <p>14 MS. DELGADO: Well, you know she doesn't like</p> <p>15 that that much. So there has to be someone behind</p> <p>16 that.</p> <p>17 CHAIRPERSON REYES: None of us like it, but we</p> <p>18 have to do it. But it's been great.</p> <p>19 MS. DELGADO: Thank you.</p> <p>20 CHAIRPERSON REYES: You know, I had something</p> <p>21 else to ask. Okay. Maybe it will come back to me.</p> <p>22 MS. DELGADO: Okay. Let me know. Let me</p> <p>23 know.</p> <p>24 Valeria?</p> <p>25 CHAIRPERSON REYES: Thank you.</p>
<p>23</p> <p>1 MS. GUTIERREZ: Good morning, everyone. I</p> <p>2 hope you didn't miss me at last board meeting,</p> <p>3 but -- Valeria Gutierrez from Loud And Live for the</p> <p>4 record, and I'm here to present the May report.</p> <p>5 Starting off with our May top content, we had</p> <p>6 a parking in Downtown reel that performed really</p> <p>7 well. And I've spoken with our team and I think</p> <p>8 the reason why is because a lot of downtown</p> <p>9 community social platforms reposted it, so it kind</p> <p>10 of became a bigger campaign than just something on</p> <p>11 our end. So they had a lot of friction.</p> <p>12 Then we did promote the Heat being in the --</p> <p>13 started being in the playoffs even though that</p> <p>14 didn't last very long. And then in Twitter, just</p> <p>15 usually our most attractive posts tend to be where</p> <p>16 there is parking for certain events.</p> <p>17 Moving on to our highlights and what's to</p> <p>18 come. As Margarita mentioned, we did have -- we</p> <p>19 attended two conferences this past month. I</p> <p>20 attended CoMotions to cover coverage -- to get</p> <p>21 coverage of Alex's panel, and I made a quick</p> <p>22 Instagram and Facebook and LinkedIn post. Also a</p> <p>23 quick little video too, and it did really, really</p> <p>24 well.</p> <p>25 We did implement a link-in bio. For those</p>	<p>24</p> <p>1 that don't know what that really is, is that link</p> <p>2 at the top of the bio of the Instagram. And we</p> <p>3 made sure that we included links to redirect people</p> <p>4 for our frequently asked questions. Also what we</p> <p>5 tend to do -- post about so that we can say like,</p> <p>6 okay, go to the link to learn more about this. If</p> <p>7 you guys want to check it out, have any feedback,</p> <p>8 we're open to that if you think any other link</p> <p>9 should be included.</p> <p>10 And then as Margarita mentioned, coming up we</p> <p>11 will draft something for the IPMI coverage --</p> <p>12 conference coverage which is coming up soon. And,</p> <p>13 yeah, we'll make sure that it is also on LinkedIn</p> <p>14 and all our other platforms.</p> <p>15 And just to finish up, these are our numbers</p> <p>16 currently -- well, as of April 16 to May 15th when</p> <p>17 we put together this report. But LinkedIn is</p> <p>18 really growing in followers is my biggest point out</p> <p>19 there.</p> <p>20 Any questions?</p> <p>21 CHAIRPERSON REYES: Yeah, I have a question.</p> <p>22 I didn't see anything on the hurricane season</p> <p>23 starting and the program that we have. Are you</p> <p>24 planning on doing something?</p> <p>25 MS. GUTIERREZ: We did do something at the end</p>

<p>1 of last month, and we're doing something this month 2 too.</p> <p>3 CHAIRPERSON REYES: Okay.</p> <p>4 MS. GUTIERREZ: And we're also promoting boat 5 ramp parking and like vacation parking.</p> <p>6 CHAIRPERSON REYES: Okay. Then I did -- I 7 just remembered my question. SpotHero, are we 8 hearing anything positive on it or negative, or any 9 comments on it?</p> <p>10 MS. DELGADO: No, I --</p> <p>11 MR. DIAZ: No. It's all positive. We just 12 launched it in this garage.</p> <p>13 Victor, if you want to just to --</p> <p>14 MR. ROSARIO: Yeah. Victor Rosario, manager 15 of operations. We launched back in May 2nd. So 16 far it's been all positive. We did issue like two 17 or three refunds, but it was more of people not 18 coming, you know, to the facility. Everything else 19 been working.</p> <p>20 We started at College Station Garage, and we 21 opened up James L. Knight Center. So between those 22 two, we did approximately 300 transactions for the 23 month of May, approximately \$4,600. Now, we just 24 opened also Regatta Harbour and Lot 18 for daily 25 parking there too.</p>	25	<p>1 So we're looking forward to June. Hopefully 2 it's a better month, obviously, with more 3 facilities, but also for the people now knowing 4 that it's out there. And we still -- we're going 5 to meet with them at IPMI to see how we can expand 6 also in that forum.</p> <p>7 CHAIRPERSON REYES: Is there any way we can do 8 a link between vacation travel, parking here, 9 SpotHero, and adding all that together to June, 10 July, and August? People are going on vacation. 11 And so then, you know, like get ready for vacation 12 and then all of that.</p> <p>13 And then even adding Freebee -- like I'm 14 trying to figure out how do you tie in all of the 15 things that we do in the summer right now where we 16 know that people look for -- I mean, I see a lot of 17 posts on, like, Where can I park? I'm going to the 18 airport.</p> <p>19 MR. ROSARIO: Well, actually, one of the 20 meetings that we have scheduled for IPMI is 21 actually what you've just mentioned. We have a 22 platform in MPA, a website for vacation -- hotel 23 parking, airport, and all that. So one of the 24 ideas we have right now is to see how we could 25 integrate that. Get it off the MPA platform, put</p>	26
<p>1 it in SpotHero, because I think it will be a lot 2 more efficient.</p> <p>3 The other one you just mentioned, Freebee, we 4 will have to sit down and see, you know, the 5 capabilities of what they have and how we could do 6 it. But I can tell you the vacation package, that 7 is one of the meetings we have programmed right now 8 eventually for IPMI.</p> <p>9 CHAIRPERSON REYES: Awesome. I like that. 10 Okay. Good. Thank you.</p> <p>11 MS. GUTIERREZ: And social listeningwise, 12 SpotHero has been doing like -- it's come out with 13 positive feedback. So no issue there.</p> <p>14 CHAIRPERSON REYES: Yeah. I tried it the 15 other day just to see if it worked and it did. So 16 cool.</p> <p>17 MR. WILMOTH: Quick question for you: Is 18 there any way we can see this over time? I know 19 these are helpful statistics, but it would be great 20 to see how we're tracking over time.</p> <p>21 MS. GUTIERREZ: Like annually would you like 22 to see?</p> <p>23 MR. WILMOTH: Maybe monthly.</p> <p>24 MS. GUTIERREZ: Okay.</p> <p>25 MR. WILMOTH: Yeah. Maybe on a rolling</p>	27	<p>1 12-month basis.</p> <p>2 MS. GUTIERREZ: Yeah. Perfect.</p> <p>3 CHAIRPERSON REYES: Are you thinking like a 4 graph?</p> <p>5 MR. WILMOTH: Graph. Yeah. However you would 6 like to show it graphically.</p> <p>7 MS. GUTIERREZ: No. We have those reporting 8 abilities for sure.</p> <p>9 MR. JELKE: I need pictures.</p> <p>10 CHAIRPERSON REYES: This is a visual guy over 11 here.</p> <p>12 MS. GUTIERREZ: I'll put arrows and 13 everything.</p> <p>14 Any other questions or comments?</p> <p>15 MS. LADRON DE GUEVARA: So for the SpotHero 16 like in the James L. Knight Center, like how is 17 that advertised or how do you -- because I've 18 parked there, but I've never seen anything to know 19 that's an option.</p> <p>20 MS. GUTIERREZ: Yeah. So we've been working 21 directly with the SpotHero marketing team and 22 finding out a way to communicate with that. 23 Honestly, right now we've been more focusing on 24 just the drop of it. And they did a giveaway 25 and -- around concert season, but we haven't really</p>	28

<p>29</p> <p>1 dig into the garages. But I think we should</p> <p>2 definitely schedule a call with the SpotHero team</p> <p>3 to find something for that situation, like a</p> <p>4 tutorial video, something like that.</p> <p>5 CHAIRPERSON REYES: Yeah. That would be good,</p> <p>6 a tutorial video. That would be good.</p> <p>7 MS. GUTIERREZ: All right, guys. Thank you.</p> <p>8 CHAIRPERSON REYES: Okay. That's it for the</p> <p>9 report.</p> <p>10 So let's go into our approval items. April</p> <p>11 2024 financial statements. Motion?</p> <p>12 MR. WILMOTH: So moved.</p> <p>13 MR. CASSEL: Second.</p> <p>14 MS. LADRON DE GUEVARA: Second.</p> <p>15 CHAIRPERSON REYES: All those in favor say</p> <p>16 "aye."</p> <p>17 MS. LADRON DE GUEVARA: Aye.</p> <p>18 MR. WILMOTH: Aye.</p> <p>19 MR. CASSEL: Aye.</p> <p>20 CHAIRPERSON REYES: No opposition. Motion</p> <p>21 passes.</p> <p>22 A motion for the regular board minutes of May.</p> <p>23 MR. JELKE: I'll move it.</p> <p>24 MS. LADRON DE GUEVARA: Second.</p> <p>25 CHAIRPERSON REYES: All those in favor say</p>	<p>30</p> <p>1 "aye."</p> <p>2 MR. CASSEL: Aye.</p> <p>3 MR. WILMOTH: Aye.</p> <p>4 MS. LADRON DE GUEVARA: Aye.</p> <p>5 CHAIRPERSON REYES: Aye.</p> <p>6 Motion passes with no opposition.</p> <p>7 Approval of electrical services.</p> <p>8 MR. DIAZ: Good morning, everybody.</p> <p>9 MR. JELKE: Good morning.</p> <p>10 MR. DIAZ: So the MPA has a fleet of eight</p> <p>11 electric vehicles, and we're asking for approval to</p> <p>12 install ten multi-chargers on the 10th floor. It's</p> <p>13 basically bringing the power from the 11th floor</p> <p>14 down to the 10th floor, and having a bay of ten</p> <p>15 chargers for our eight vehicles, but have two</p> <p>16 extras. So in the future, if we buy more cars, we</p> <p>17 can add that to that grid.</p> <p>18 So the cost for that project is \$78,201, and</p> <p>19 it includes all the labor, materials, and also the</p> <p>20 10 smart charges. And the vendor we are using is</p> <p>21 the vendor we previously approved as our electrical</p> <p>22 vendor, which is AD Electrical. So we're asking</p> <p>23 for approval for \$78,201.</p> <p>24 CHAIRPERSON REYES: Any questions?</p> <p>25 MR. CASSEL: Yeah. They've installed these</p>
<p>31</p> <p>1 kinds of things in the past, specifically --</p> <p>2 MR. DIAZ: Yes.</p> <p>3 MR. CASSEL: -- the charges for --</p> <p>4 MR. DIAZ: Yes, yes. They've done them in the</p> <p>5 past.</p> <p>6 MR. CASSEL: Thank you.</p> <p>7 CHAIRPERSON REYES: Any other questions?</p> <p>8 MR. WILMOTH: I do, but it's not particularly</p> <p>9 on this point.</p> <p>10 Are we transitioning our entire fleet to</p> <p>11 electrical over a specific period of time?</p> <p>12 MR. DIAZ: Yeah. Little by little, we're</p> <p>13 going to try to electrify more and more. We</p> <p>14 actually purchased -- we have our first electric</p> <p>15 pickup truck. So we're testing that out and seeing</p> <p>16 how that works. And if it makes sense to get more,</p> <p>17 then we do that. So far we have eight.</p> <p>18 MR. WILMOTH: At some point you're going to</p> <p>19 see if we're saving money by transitioning to</p> <p>20 electric versus gas vehicles at some point in time?</p> <p>21 MR. DIAZ: For sure.</p> <p>22 MR. CASSEL: We're saving the world in the</p> <p>23 process in additional terms.</p> <p>24 MR. WILMOTH: I think you'd be surprised</p> <p>25 you'll be saving money by going electric.</p>	<p>32</p> <p>1 MR. DIAZ: Especially on the maintenance,</p> <p>2 because --</p> <p>3 MR. WILMOTH: Especially with the maintenance.</p> <p>4 MR. DIAZ: -- that goes away pretty much.</p> <p>5 CHAIRPERSON REYES: Any other questions or</p> <p>6 comments? A motion?</p> <p>7 MR. JELKE: I'll move the item.</p> <p>8 MR. WILMOTH: So moved -- second.</p> <p>9 CHAIRPERSON REYES: All right. All those in</p> <p>10 favor say "aye."</p> <p>11 MR. CASSEL: Aye.</p> <p>12 MR. JELKE: Aye.</p> <p>13 MS. LADRON DE GUEVARA: Aye.</p> <p>14 MR. WILMOTH: Aye.</p> <p>15 CHAIRPERSON REYES: Aye.</p> <p>16 No opposition. Motion passes.</p> <p>17 Okay. It's my turn. So we have an item on</p> <p>18 the agenda to extend my term for another two years.</p> <p>19 And the reason I am asking for this is two years</p> <p>20 ago we started with a lot of projects and a lot of</p> <p>21 expectations. And then the pandemic came, and a</p> <p>22 lot of those projects we had to sort of reassess</p> <p>23 what was in front of us.</p> <p>24 And so we had to figure out how we're going to</p> <p>25 continue making money while this pandemic was going</p>

<p>33</p> <p>1 on, and how we're going to serve the public. And</p> <p>2 then the restaurant situation came around. And so</p> <p>3 all of the things that we had on our agenda, on our</p> <p>4 slate to work on, got delayed. So we are now</p> <p>5 hopefully back on track.</p> <p>6 There are two development projects that Alex</p> <p>7 and I have been working on and a couple more. And</p> <p>8 those are back on track, and I would like to -- I'd</p> <p>9 like to continue working on them and seeing them</p> <p>10 through. So I am asking you to give me that</p> <p>11 opportunity to finish what I started with Alex and</p> <p>12 Lenny and everyone on the team, and with you all,</p> <p>13 of course.</p> <p>14 So I think this is the final term that I can</p> <p>15 be chair. I think this is my third go around.</p> <p>16 MS. ARGUDIN: This would be your third term.</p> <p>17 CHAIRPERSON REYES: Yeah. So this is not</p> <p>18 any -- it's not a power play, I don't want you to</p> <p>19 think that. I would be happy for any of you to,</p> <p>20 after I finish this, to come to the table and say</p> <p>21 you want to be chair, but I would like to finish</p> <p>22 what I started. So I leave it up to you to</p> <p>23 comment, give me your feedback. I already heard</p> <p>24 Mr. Cassel's chatter over there.</p> <p>25 MR. CASSEL: Madam Chairwoman, might I make a</p>	<p>34</p> <p>1 motion to extend your term?</p> <p>2 CHAIRPERSON REYES: Thank you.</p> <p>3 MR. WILMOTH: I would be happy to second that</p> <p>4 motion.</p> <p>5 CHAIRPERSON REYES: Thank you very much.</p> <p>6 No comments? I'm disappointed. I thought the</p> <p>7 staff was going to walk out and be like --</p> <p>8 (Simultaneous discussion.)</p> <p>9 MR. JELKE: You're not declaring martial law.</p> <p>10 CHAIRPERSON REYES: No. No.</p> <p>11 MS. SOLIMAN: That's after she gets it.</p> <p>12 MR. WILMOTH: Normally, when there's statutory</p> <p>13 regulations, I typically follow them, but given the</p> <p>14 extraordinary circumstances of the pandemic, your</p> <p>15 extraordinary leadership over the last couple of</p> <p>16 years, continuity of leadership over the execution</p> <p>17 of these programs, I think we would be better for</p> <p>18 it.</p> <p>19 CHAIRPERSON REYES: Thank you. Thank you. I</p> <p>20 appreciate that. I appreciate all of you</p> <p>21 supporting me always.</p> <p>22 Okay. So there was a motion. There was a</p> <p>23 second. All those in favor say "aye."</p> <p>24 MS. LADRON DE GUEVARA: Aye.</p> <p>25 MR. CASSEL: Aye.</p>
<p>35</p> <p>1 MR. WILMOTH: Aye.</p> <p>2 MR. JELKE: Aye.</p> <p>3 CHAIRPERSON REYES: Okay.</p> <p>4 MR. JELKE: Four ayes, one abstention.</p> <p>5 CHAIRPERSON REYES: Thank you very much,</p> <p>6 everyone.</p> <p>7 All right, Alex. Your turn.</p> <p>8 There are no.</p> <p>9 MS. ARGUDIN: (Shaking head.)</p> <p>10 CHAIRPERSON REYES: Okay. Guys, look at this.</p> <p>11 This is what you get when I'm chair.</p> <p>12 Motion to adjourn or any other comments?</p> <p>13 MR. WILMOTH: So moved.</p> <p>14 MR. CASSEL: So moved.</p> <p>15 CHAIRPERSON REYES: Okay.</p> <p>16 MR. JELKE: For next meeting can we get an</p> <p>17 update on Roamy's -- the project that his company</p> <p>18 was doing?</p> <p>19 MS. ARGUDIN: Yeah, we could. I would like to</p> <p>20 talk to you about a SMART Grant which we are a big</p> <p>21 part of and Automotus is a big part of. So that's</p> <p>22 a great project and something that I'll talk to you</p> <p>23 guys about.</p> <p>24 MR. JELKE: Great.</p> <p>25 CHAIRPERSON REYES: All right. Next agenda</p>	<p>36</p> <p>1 item?</p> <p>2 All right. Look at that.</p> <p>3 Motion to adjourn.</p> <p>4 MR. WILMOTH: So moved.</p> <p>5 MS. LADRON DE GUEVARA: So moved.</p> <p>6 MR. JELKE: Second.</p> <p>7 CHAIRPERSON REYES: All right. All those in</p> <p>8 favor say "aye."</p> <p>9 MS. LADRON DE GUEVARA: Aye.</p> <p>10 MR. JELKE: Aye.</p> <p>11 CHAIRPERSON REYES: Thank you, everyone.</p> <p>12 (Thereupon, the meeting was adjourned at</p> <p>13 8:43 a.m.)</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

1 CERTIFICATE

2
3 THE STATE OF FLORIDA
4 COUNTY OF MIAMI-DADE5 I, Julia Y. Alfonso, RPR, FPR-C, do hereby
6 certify that I was authorized to and did
7 stenographically report the foregoing proceedings
8 and that the transcript is a true and complete
9 record of my stenographic notes.10 I further certify that I am not a relative,
11 employee, attorney or counsel of any of the
12 parties, nor relative or employee of such attorney
13 or counsel, nor financially interested in the
14 foregoing action.15 Dated this 21st day of June, 2024, Miami-Dade
16 County, Florida.17
18
19 
20 Julia Y. Alfonso, RPR, FPR-C
21
22
23
24
25



TO: Honorable Chairperson and Members of the Off-Street Parking Board

FROM: Alejandra Argudin, Chief Executive Officer, Miami Parking Authority

A handwritten signature in blue ink, appearing to read "A. Argudin", is written over the printed name.

SUBJECT: FY 2025 Miami Parking Authority Operating Budget

DATE: July 10, 2024

Staff is requesting that the Board give its approval for the FY 2025 Miami Parking Authority Operating Budget and related Board Resolution which are attached hereafter.



TO: Arthur Noriega, City Manager, City of Miami

FROM: Alejandra Argudin, Chief Executive Officer, Miami Parking Authority

SUBJECT: FY 2025 Miami Parking Authority Operating Budget

DATE: July 10, 2024

A handwritten signature in blue ink, which appears to read 'A. Argudin', is written over the 'FROM:' line of the letterhead.

Enclosed is the budget for the Department of Off-Street Parking for the Fiscal Year 2024-25. This budget was approved by the Off-Street Parking Board at its meeting of July 10, 2024.

Please place approval of this budget by the City Commission on the agenda for September 12, 2024.

I have also attached the original of a memorandum to the Mayor and City Commissioners requesting their approval of the budget and a draft of the Commission resolution.

Enclosure

cc: Marta Gomez-Chen
Angela Smith



TO: Honorable Mayor and Members of the City of Miami Commission

FROM: Alejandra Argudin, Chief Executive Officer, Miami Parking Authority

SUBJECT: FY 2025 Miami Parking Authority Operating Budget

DATE: July 10, 2024

A handwritten signature in blue ink, appearing to read 'A Argudin', is written over the 'FROM' line of the letterhead.

Enclosed is the budget for the Department of Off-Street Parking for the Fiscal Year 2024-25. This budget was approved by the Off-Street Parking Board at its meeting of July 10, 2024.

We respectfully request your approval of this budget at your meeting scheduled for September 12, 2024.

Enclosure

cc: Marta Gomez-Chen
Angela Smith



Honorable Mayor and Members of the City Commission:

During Fiscal Year 2023-2024, the Miami Parking Authority (MPA) continued to carry forth its mission as a parking and revenue resource to the city of Miami. As a result, MPA has increased its market share while continually improving customer satisfaction and fulfilling its mission to meet the City's parking needs.

Accomplishments During Fiscal Year 2023-2024

MPA's accomplishments during Fiscal Year 2023-2024 included the following:

Planning and Development

MPA has continued to expand its relationship with Miami-Dade College by partnering with the New World School of the Arts (NWSA) to create a mural that depicts, honors, and celebrates the rich ecological heritage of Miami. This initiative represents MPA's commitment to social responsibility and challenges student artists to design Miami-inspired artwork inside MPA's Courthouse Center Garage (G1), furthering the city of Miami Arts in Public Places initiative. This program allowed the students to earn college credits, acquire practical experience, and gain visibility for future public and commercial engagements. This partnership represents the vast mosaic of cultures and ethnicities that coexist and are synonymous with Miami.

Additionally, MPA has partnered with College Station Partners, LLC, to redevelop the historic College Station Garage (G3). The project has entered the due diligence stage, and the developer has begun scheduling facility studies, surveys, and inspections with the construction and architectural team to develop a safe demolition plan, signifying that development may commence in late 2025. The new design will encompass a beautiful public parking garage, residential apartments, and a retail component. The mixed-use structure will be a state-of-the-art building that will meet the demand of urban-core workers, providing workforce housing and affordable parking.

Lastly, the Authority has finalized its negotiations with the Lions Group NYC to develop a stunning mixed-use tower in the centrally located Cultural Center Garage (G2). The developer completed the demolition of the existing parking garage in late 2023. The new development will include a retail area, approximately 700 much-needed parking spaces, and over 50 floors comprising residential units. The forthcoming structure will have a modern design with high-quality finishes while ensuring it meets the parking needs in the area.

Information Technology

MPA's Information Technology leaders continue to focus on evolving and expanding the integration of innovative solutions in MPA facilities. These accomplishments are the foundation of the long-term growth and development of the Operations division and represent MPA's commitment to remaining an industry leader in parking technology advancement.

Over the past few years, the growing threat of cyber-attacks has remained a focus of MPA's IT Department. In response, IT professionals expanded the Learning Management System content to include cybersecurity training for all staff members accessing the company network, raising awareness and preparedness about the new tactics used to breach secure networks. This initiative systematically improves MPA's security posture while meeting regulatory compliance requirements.

Further, the Authority has created automated processing workflows to replace existing manual processes in its operations department. This innovative approach to information processing allows customers to remotely submit refund and citation waiver requests, log complaints, and apply for the PayByPhone resident discount in Miami and Doral. Transitioning these systems to automated process workflows has reduced handling time significantly and increased the level of service provided in customer-facing departments, supporting the overall mission of MPA.

Lastly, MPA has replaced the previously outdated video surveillance system at Marlins Park with a new state-of-the-art system that enhances the safety of patrons and staff who park in the stadium facilities managed by MPA. This project encompassed the installation of 300 cameras, 40 switches, and six servers with AI capabilities that allow security personnel to remotely monitor parking and retail areas efficiently.

Operations

Operationally, the Authority continued to identify and implement strategic initiatives to support the well-being of the visitors and residents of the city of Miami. One of MPA's main goals is to provide convenient and affordable parking options. Therefore, the Operations team consistently evaluates and addresses the evolving parking needs of the community it serves.

The Authority is proud to announce the launch of its partnership with the city of Doral for parking management services. The off-street division swiftly coordinated the installation of signs and the soft launch of the parking program using ambassadors, parking enforcement officers, and customer service representatives. Since launching the program, over 240,000 transactions have been processed, and compliance has increased due to the strategic use of parking ambassadors and educational campaigns.

To support this initiative, MPA deployed its first remote Enforcement operations center in the city of Doral. This office extends MPA capabilities to respond to calls to service other municipalities while maintaining complete operational control from MPA headquarters in Downtown Miami.

As a leader in PayByPhone utilization for municipal agencies in North America, MPA continues to have record-high PayByPhone vehicle registrations and transactions in the city of Miami. PayByPhone technology provides a seamless payment experience that allows customers to arrive at their destination without inconvenience. MPA estimates the registration of approximately 960,000 new users and the processing of over 9 million transactions companywide for fiscal year 2024. This activity is estimated to generate approximately \$40 million in parking revenues and allow MPA to reach a 98 percent PayByPhone adoption rate across its facilities.

Finally, the strategic partnership with Miami-Dade College (MDC) has continued to flourish over the past fiscal year. Since its inception, MPA has successfully provided event parking management services for over 100 events, producing an additional equitable parking option for residents and visitors to the city of Miami. This partnership has created an additional revenue source for MDC to fund educational projects and added 225 parking spaces in the central business district during large-scale events hosted at the Kaseya Center and Bayfront Park.

Public Health Trust

The Miami Parking Authority's relationship with the Public Health Trust (PHT) continued to expand in fiscal year 2024. MPA primarily provides parking management services at Jackson Memorial Hospital's (JMH) main and auxiliary medical campuses for their 6,648 spaces. In this capacity, the authority's management team retained fiduciary responsibilities for an estimated \$9.2 million in revenue for the County's public hospital system for fiscal year 2024. During this past fiscal year, the authority successfully increased the amount of electric vehicle (EV) charging stations in Highland Parking Garage and North Garage, facilitated necessary restoration projects at Park Plaza West, and relocated approximately 662 staff members to other JMH properties to support ongoing capital improvement projects on the main campus. These accomplishments continue to be noted in client satisfaction surveys. MPA's commitment to providing exemplary service to clients and customers alike is the cornerstone of the longevity of its relationship with the Public Health Trust.

Miami-Dade Parks

The authority's partnership with Miami-Dade County Parks strengthened over the last year. In fiscal year 2024, MPA retained sole responsibility for managing parking and enforcement activities for the County's parks and marinas. Further, under MPA's guidance, the County installed new signage and implemented a rate increase for all eight parks. MPA strives to increase trust and transparency in enforcement and revenue generation at the parks and marinas by consistently encouraging the adoption of the PayByPhone mobile app by residents and visitors. PaybyPhone's mobile app provides customers with a faster, more convenient form of payment than previously

offered in these locations. PayByPhone is estimated to process over 635,000 transactions at the county parks and approximately 4,400 at the city of Miami boat ramps under MPA's stewardship for FY 2024.

SpotHero Program

MPA entered into a contract with SpotHero to utilize a digital marketplace to promote parking in its facilities. This program connects drivers looking to reserve and pay for parking spaces in surface lots, garages, and valet services. Since partnering with SpotHero, the program has netted over \$14,000 in revenue from a diverse customer population that, traditionally, would not visit MPA facilities. The success of this program represents MPA's commitment to expanding service options using technological advancement to reach a broader demographic.

Curb Management Pilot

The Miami Parking Authority has launched two strategic projects designed to monitor and reduce congestion at the curb in Miami. The Authority has partnered with Automotus and Populus to address longstanding concerns with collecting data and managing curb demand in the Central Business District. Automotus has installed cameras that provide real-time analytics on curb usage. This software will help the City align policy with demand, introduce new rates, and reallocate parking spaces on the curb where needed to increase utilization and turnover for local businesses. Additionally, our partnership with Populus complements the software by aggregating the available data and converting it into Curb Data Specification (CDS), ensuring the future resilience of the curb management plans.

License Plate Recognition Software

Miami Parking Authority continues to explore solutions to reduce traffic at egress and ingress points of off-street parking garages during high-traffic periods, such as special events, rush hour, etc. The Operations department has sourced a vendor that installed a license plate reader technology in the Courthouse Center Garage. This software has enhanced the authority's ability to offer superior customer service to visitors of MPA facilities by providing accurate facility occupancy, thus creating a seamless entry and exit process and expanding the current offering of auxiliary products and services.

Community Engagement

MPA continues to expand its role beyond traditional parking operations through community engagement and service. In fiscal year 2024, MPA participated in and sponsored multiple events geared toward neighborhood beautification, economic development, civic engagement, and community service.

The Authority continues using digital platforms as a main artery to disseminate pertinent information to stakeholders in Miami and Doral. In fiscal year 2024, the social media team implemented a comprehensive marketing campaign using paid media, influencers, and reels to expand content posted on Instagram, Facebook, and LinkedIn. Leveraging this contemporary strategic media approach has increased following and enhanced the ability to deliver real-time information to residents, visitors, and merchants of the cities of Miami and Doral. MPA can now fully collaborate with different organizations while supporting local merchants through digital partnerships by advertising parking and upcoming events.

Furthermore, MPA has expanded its current public information campaign to include educating citizens about its role in parking management in the city of Doral. This initiative is designed to inform residents, visitors, and merchants about new programs being offered, special events, and community involvement. In addition to MPA's commitment to the city of Miami, the authority is fully committed to providing equitable, transparent parking services in all the communities it serves. To this end, MPA continues to collaborate with the media to communicate information on a broader scale to the public by engaging with several news organizations encompassing Miami-Dade County.

MPA strives to participate in many community programs and events yearly. In FY '24, the authority sponsored the Miami Book Fair, Holiday Courtesy Citation program, Greater Miami Humane Society's "Walk for the Animals," Calle Ocho, Sant La, Coconut Grove Arts Festival, Co-Motion Miami, CAMACOL 44th Hemispheric Congress, Lotus House, Miami Lighthouse for the Blind, Coconut Grove Cares, Amigos for Kids, Habitat for Humanity, Camillus House, The Allapattah Collaborative CDC, Women for Success, Jackson Health Foundation and the Chapman Partnership for the Homeless, among others.

Green Initiatives

Miami Parking Authority has incorporated new amenities into existing parking structures to enhance the customer experience in the urban core. These amenities enabled MPA to better serve visitors and constituents of the city of Miami by providing a full spectrum of eco-friendly services in its garages and surface lots.

To this end, MPA continued to renew its focus on environmental sustainability in fiscal year 2024. All current and future developments will be outfitted with Level II dual-port EV charging stations, increasing MPA's EV readiness by adding well-needed spaces to its existing infrastructure. This initiative will strengthen MPA's capacity to accept all EVs in lots and garages. MPA has also pushed beyond conventional practices by replacing eight gas-powered vehicles with electric vehicles, including an innovative EV pickup truck.

Additionally, the Authority continues to press forward with its initiative to incorporate landscaping in its off-street facilities in the city of Miami. The collaboration with the Property Marketing Group (PMG) to bring equitable, public green spaces to the downtown area is currently in the permitting

stage, with a projected commencement date of late 2024. The selected properties included in this initiative will be retrofitted with lush landscaping, lighting, benches, and other amenities within active parking lots for public use.

Sincerely,

A handwritten signature in blue ink, appearing to read 'A. Argudin', with a stylized flourish at the end.

Alejandra Argudin
Chief Executive Officer

Miami Parking Authority
(Department of Off-Street Parking)

Proposed Operating Budget
Fiscal Year 2024-25



(Submitted to the City of Miami Commission For Approval)
(Approved by the Off-Street Board of Directors July 10, 2024)

MIAMI PARKING AUTHORITY

Schedule of Revenue and Expenses

Proposed FY 2025 Operating Budget

	FY 2023	FY 2024	FY 2025	Requested Budget 2025		Requested Budget 2025	
		Approved	Proposed	vs.		vs.	
	Actual	Budget	Budget	FY 2023 Actual	Budget 2024	FY 2023 Actual	Budget 2024
	\$	\$	\$	Increase/(Decrease)		Increase/(Decrease)	
Operating Revenue							
Off-Street Facilities	5,766,027	3,372,889	6,575,110	809,083	3,202,221	14.03	94.94
Parking Lots	10,960,621	10,207,741	11,354,342	393,721	1,146,601	3.59	11.23
On-Street	38,548,400	38,719,109	40,737,657	2,189,257	2,018,548	5.68	5.21
Management Fees	1,801,476	1,686,924	1,873,955	72,479	187,031	4.02	11.09
Other	1,112,649	1,000,000	1,200,000	87,351	200,000	7.85	20.00
Total Operating Revenue	58,189,173	54,986,663	61,741,064	3,551,891	6,754,401	6.10	12.28
Operating Expenses							
Salaries, Wages & Fringe Benefits	10,479,737	11,558,536	12,236,593	1,756,856	678,057	16.76	5.87
Repairs, Maintenance, Cleaning & Landscape	2,635,456	2,220,985	2,351,980	(283,476)	130,995	(10.76)	5.90
Security	1,546,846	1,356,750	1,815,524	268,678	458,774	17.37	33.81
Utilities	676,212	668,380	678,620	2,408	10,240	0.36	1.53
Insurance	1,086,732	1,582,085	1,334,346	247,614	(247,739)	22.79	(15.66)
Rental - Building/Land/Fleet	47,544	407,084	495,527	447,983	88,443	942.25	21.73
Assessment Expenses	629,746	973,704	967,695	337,949	(6,009)	53.66	(0.62)
Revenue Sharing	2,698,000	2,865,577	2,730,816	32,816	(134,761)	1.22	(4.70)
Parking Meter Parts & Installation	151,006	106,500	101,000	(50,006)	(5,500)	(33.12)	(5.16)
Legal and Professional	1,207,280	1,091,630	1,200,950	(6,330)	109,320	(0.52)	10.01
Bank Charges	2,953,019	2,839,876	3,132,726	179,707	292,850	6.09	10.31
Supplies & Miscellaneous	751,746	511,250	518,210	(233,536)	6,960	(31.07)	1.36
Other Expenses	419,629	260,800	308,200	(111,429)	47,400	(26.55)	18.17
Advertising & Promotion	770,282	783,500	785,500	15,218	2,000	1.98	0.26
Total Operating Expenses	26,053,235	27,226,657	28,657,687	2,604,452	1,431,030	10.00	5.26
Operating Results Before Depr & Amort	32,135,938	27,760,006	33,083,377	947,439	5,323,371	2.95	19.18
Depreciation & Amortization	(3,921,576)	(3,900,000)	(3,900,000)	21,576	-	(0.55)	-
Operating Results	28,214,362	23,860,006	29,183,377	969,015	5,323,371	3.43	22.31
Non-Operating Revenues (Expenses):							
Interest Income	552,256	160,000	160,000	(392,256)	-	(71.03)	-
Lower of Cost of Market - Investments	215,017	-	-	(215,017)	-	(100.00)	-
Gain (Loss) on Disposal Property	(6,376,476)	-	-	6,376,476	-	-	-
Interest Expenses	(1,558,267)	(1,437,305)	(1,338,810)	219,457	98,495	(14.08)	(6.85)
Other Losses	-	-	-	-	-	#DIV/0!	-
Excess Revenue Distribution to City	(15,000,000)	-	-	15,000,000	-	(100.00)	-
Budgeted Reserves	-	-	-	-	-	-	-
Total Non-Operating	(22,167,470)	(1,277,305)	(1,178,810)	20,988,660	98,495	(94.68)	(7.71)
Net Revenue In Excess of Expenses	6,046,892	22,582,701	28,004,567	21,957,675	5,421,866	363.12	24.01

MIAMI PARKING AUTHORITY

Schedule of Revenue and Expenses

Proposed FY 2025 Operating Budget

	FY 2023	FY 2024	FY 2025	Requested Budget 2025		Requested Budget 2025	
		Approved	Proposed	vs.		vs.	
	Actual	Budget	Budget	FY 2023 Actual	Budget 2024	FY 2023 Actual	Budget 2024
	\$	\$	\$	Increase/(Decrease)		Increase/(Decrease)	
Operating Revenue							
Off-Street Facilities	5,766,027	3,372,889	6,575,110	809,083	3,202,221	14.03	94.94
Parking Lots	10,960,621	10,207,741	11,354,342	393,721	1,146,601	3.59	11.23
On-Street	38,548,400	38,719,109	40,737,657	2,189,257	2,018,548	5.68	5.21
Management Fees	1,801,476	1,686,924	1,873,955	72,479	187,031	4.02	11.09
Other	1,112,649	1,000,000	1,200,000	87,351	200,000	7.85	20.00
Total Operating Revenue	58,189,173	54,986,663	61,741,064	3,551,891	6,754,401	6.10	12.28
Operating Expenses							
<u>Salaries, Wages & Fringe Benefits</u>							
Salaries - Regular	7,313,635	8,730,699	9,518,319	2,204,684	787,620	30.14	9.02
Salaries - Overtime	224,156	-	-	(224,156)	-	(100.00)	-
Salaries - Sick & Vacation	478,358	508,920	560,142	81,784	51,222	17.10	10.06
Social Security	499,052	596,768	653,733	154,681	56,965	30.99	9.55
Health Insurance	198,946	890,138	764,232	565,286	(125,906)	284.14	(14.14)
Retirement	1,602,318	636,265	524,721	(1,077,597)	(111,544)	(67.25)	(17.53)
Benefits - (Auto, LTD, STD)	147,512	195,746	215,446	67,934	19,700	46.05	10.06
Tuition	10,760	-	-	(10,760)	-	(100.00)	-
Miscellaneous Pay	5,000	-	-	(5,000)	-	(100.00)	-
	10,479,737	11,558,536	12,236,593	1,756,856	678,057	16.76	5.87
<u>Repairs, Maintenance, Cleaning & Landscape</u>							
Maintenance - Property	322,612	526,750	508,000	185,388	(18,750)	57.46	(3.56)
Maintenance - Landscaping	432,142	73,178	164,558	(267,584)	91,380	(61.92)	124.87
Maintenance - Elevators	58,426	50,500	63,000	4,574	12,500	7.83	24.75
Maintenance - A/C	108,379	56,500	52,800	(55,579)	(3,700)	(51.28)	(6.55)
Maintenance - Computers	86,104	92,000	84,000	(2,104)	(8,000)	(2.44)	(8.70)
Maintenance - Garage Equipment	223,261	178,000	223,672	411	45,672	0.18	25.66
Maintenance - Alarms	13,138	14,800	10,750	(2,888)	(4,550)	(21.98)	(30.74)
Maintenance - TV Surveillance	313,262	325,000	307,000	(6,262)	(18,000)	(2.00)	(5.54)
Repairs - Equipment	183,607	55,500	53,300	(130,307)	(2,200)	(70.97)	(3.96)
Motor Pool	325,714	299,000	403,000	77,286	104,000	23.73	34.78
Cleaning & Housekeeping Supplies	131,210	38,607	56,300	(74,910)	17,693	(57.09)	45.83
Expendable Tools	-	-	-	-	-	-	-
Clothing	71,394	78,900	59,000	(12,394)	(19,900)	(17.36)	(25.22)
Signs	205,527	236,250	241,100	35,573	4,850	17.31	2.05
Small Equipment	156,448	191,000	121,000	(35,448)	(70,000)	(22.66)	(36.65)
Maintenance - Other	4,232	5,000	5,000	768	-	18.15	-
Cleaning	-	-	-	-	-	-	-
	2,635,456	2,220,985	2,351,980	(283,476)	130,995	(10.76)	5.90
<u>Security</u>							
Security	1,529,841	1,342,750	1,796,524	266,683	453,774	17.43	33.79
Armored Car Services	17,005	14,000	19,000	1,995	5,000	11.73	35.71
	1,546,846	1,356,750	1,815,524	268,678	458,774	17.37	33.81
<u>Utilities</u>							
Telephone	276,769	275,400	273,400	(3,369)	(2,000)	(1.22)	(0.73)
Light & Power	322,870	314,730	321,260	(1,610)	6,530	(0.50)	2.07
Water	76,573	78,250	83,960	7,387	5,710	9.65	7.30
	676,212	668,380	678,620	2,408	(10,240)	0.36	1.53
<u>Insurance</u>							
Property & Gen Liability Insurance	1,056,718	1,421,210	1,182,574	125,856	(238,636)	11.91	(16.79)
Workers Compensation Insurance	30,014	160,875	151,772	121,758	(9,103)	405.67	(5.66)
	1,086,732	1,582,085	1,334,346	247,614	(247,739)	22.79	(15.66)
<u>Rental - Building/Land</u>							
Rental - Building/Land	48,005	48,004	48,004	(1)	-	(0.00)	-
Rental - Fleet	(461)	359,080	447,523	447,984	88,443	(97,176.57)	24.63
	47,544	407,084	495,527	447,983	88,443	942.25	21.73
<u>Assessment Expenses</u>							
Assessment Expenses - Repairs & Maintenance	235,936	321,384	342,612	106,676	21,228	45.21	6.61
Assessment Expenses - Utilities	17,360	13,632	26,837	9,477	13,205	54.59	96.87
Assessment Expenses - Office Supplies	3,205	3,048	4,621	1,416	1,573	44.18	51.61
Assessment Expenses - Management Fee	53,270	50,640	66,872	13,602	16,232	25.53	32.05
Assessment Expenses - Insurance	186,023	200,004	371,109	185,086	171,105	99.50	85.55
Assessment Expenses - Security	133,952	384,996	155,644	21,692	(229,352)	16.19	(59.57)
	629,746	973,704	967,695	337,949	(6,009)	53.66	(0.62)
<u>Revenue Sharing</u>							
Revenue Sharing	2,698,000	2,865,577	2,730,816	32,816	(134,761)	1.22	(4.70)

MIAMI PARKING AUTHORITY

Schedule of Revenue and Expenses
Proposed FY 2025 Operating Budget

	FY 2023	FY 2024	FY 2025	Requested Budget 2025		Requested Budget 2025	
		Approved	Proposed	vs.		vs.	
	Actual	Budget	Budget	FY 2023 Actual	Budget 2024	FY 2023 Actual	Budget 2024
	\$	\$	\$	Increase/(Decrease)		Increase/(Decrease)	
<u>Parking Meter Parts & Installation</u>							
Equipment Rental	16,828	21,000	21,000	4,172	-	24.79	-
Parking Meter Parts & Installation	134,178	85,500	80,000	(54,178)	(5,500)	(40.38)	(6.43)
	151,006	106,500	101,000	(80,006)	(5,500)	(33.12)	(5.16)
<u>Legal and Professional</u>							
Audit Fees	135,912	168,400	176,820	40,908	8,420	30.10	5.00
Legal Services	117,624	142,630	142,630	25,006	-	21.26	-
Property Surveys, Platting	4,750	10,000	10,000	5,250	-	110.53	-
Other Consultants	881,644	719,000	746,000	(135,644)	27,000	(15.39)	3.76
Professional - Pay and Display Fees	67,350	51,600	125,500	58,150	73,900	86.34	143.22
	1,207,280	1,091,630	1,200,950	(6,330)	109,320	(0.52)	10.01
<u>Bank Charges</u>							
Bank Charges	2,953,019	2,839,876	3,132,726	179,707	292,850	6.09	10.31
<u>Supplies & Miscellaneous</u>							
Postage & Courier Services	5,989	7,450	5,100	(889)	(2,350)	(14.84)	(31.54)
Printing	48,428	91,000	53,810	5,382	(37,190)	11.11	(40.87)
Office Supplies	44,893	50,900	23,700	(21,193)	(27,200)	(47.21)	(53.44)
Office Equipment	46,261	34,000	35,000	(11,261)	1,000	(24.34)	2.94
Computer Supplies	227,299	94,500	109,600	(117,699)	15,100	(51.78)	15.98
Computer Software	378,876	233,400	291,000	(87,876)	57,600	(23.19)	24.68
	751,746	511,250	518,210	(233,536)	6,960	(31.07)	1.36
<u>Other Expenses</u>							
Property Taxes	42,463	50,500	50,000	7,537	(500)	17.75	(0.99)
Licenses & Permits	154,433	40,950	91,950	(62,483)	51,000	(40.46)	124.54
Miscellaneous	43,399	16,800	18,000	(25,399)	1,200	(58.52)	7.14
Entertainment	-	-	-	-	-	-	-
Travel	25,880	14,500	20,250	(5,630)	5,750	(21.75)	39.66
Training	17,836	41,700	10,500	(7,336)	(31,200)	(41.13)	(74.82)
Meetings and Conventions	104,270	71,850	104,000	(270)	32,150	(0.26)	44.75
Cashier - Overage/(Shortage)	941	-	-	(941)	-	(100.00)	-
Parking Refunds	-	-	-	-	-	-	-
Uncollectible Accounts	-	-	-	-	-	-	-
Publications	-	-	-	-	-	-	-
Membership Dues	26,100	24,500	13,500	(12,600)	(11,000)	(48.28)	(44.90)
Claims Settlement	-	-	-	-	-	-	-
Bad Debt Expense	4,307	-	-	(4,307)	-	(100.00)	-
Penalties & Interest	-	-	-	-	-	-	-
	419,629	260,800	308,200	(111,429)	47,400	(26.55)	18.17
<u>Advertising & Promotion</u>							
Promotional	8,330	67,500	67,500	59,170	-	710.32	-
Public Relations	726,949	674,000	674,000	(52,949)	-	(7.28)	-
Advertising	35,003	42,000	44,000	8,997	2,000	25.70	4.76
	770,282	783,500	785,500	15,218	2,000	1.98	0.26
<u>Total Operating Expenses</u>							
	26,053,235	27,226,657	28,657,687	2,604,452	1,431,030	10.00	5.26
<u>Operating Results Before Depr & Amor</u>							
	32,135,938	27,760,006	33,083,377	947,439	5,323,371	2.95	19.18
Depreciation & Amortization	(3,921,576)	(3,900,000)	(3,900,000)	21,576	-	(0.55)	-
<u>Operating Results</u>							
	28,214,362	23,860,006	29,183,377	969,015	5,323,371	3.43	22.31
<u>Non-Operating Revenues (Expenses):</u>							
Interest Income	552,256	160,000	160,000	(392,256)	-	(71.03)	-
Lower of Cost of Market - Investments	215,017	-	-	-	-	-	-
Gain (Loss) on Disposal Property	(6,376,476)	-	-	6,376,476	-	(100.00)	-
Interest Expenses	(1,558,267)	(1,437,305)	(1,338,810)	219,457	98,495	(14.08)	(6.85)
Other Losses	-	-	-	-	-	-	-
Excess Revenue Distribution to City	(15,000,000)	-	-	15,000,000	-	(100.00)	-
Budgeted Reserves	-	-	-	-	-	-	-
<u>Total Non-Operating</u>	(22,167,470)	(1,277,305)	(1,178,810)	21,203,677	98,495	(94.68)	(7.71)
<u>Net Revenue In Excess of Expenses</u>	6,046,892	22,582,701	28,004,567	22,172,692	5,421,866	363.12	24.01



City of Miami

Legislation

Resolution: R-24-_____

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

File Number: xxxx

Final Action Date: _____

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), APPROVING AND ADOPTING THE ANNUAL BUDGET, ATTACHED AND INCORPORATED, OF THE DEPARTMENT OF OFF STREET PARKING FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, IN THE OPERATING AMOUNT OF \$28,657,687.00, EXCLUDING DEPRECIATION, AND OTHER NON-OPERATING EXPENSES OF \$5,078,810.00.

WHEREAS, Section 23(h) of the Charter of the City of Miami ("City Charter") provides that all budgets, funds, and accounts pertaining to the off-street parking facilities of the City of Miami ("City") shall be segregated from all other budgets, funds, and accounts of the City and shall be so kept to reflect the financial condition and the operation of each off-street parking facility of the City separately; and

WHEREAS, a budget is required to properly administer the Department of Off-Street Parking ("DOSP"); and

WHEREAS, Section 23(h) of the City Charter further provides that no later than one (1) month before the end of each fiscal year, the Director of DOSP, with the approval of the Off-Street Parking Board, shall prepare and submit to the City Commission a budget estimate of expenditures and revenues for the ensuing fiscal year in the same form and like manner as all other departments of the City for approval by the City Commission; and

WHEREAS, the Off-Street Parking Board reviewed and approved the DOSP annual budget for Fiscal Year 2024-2025 on July 10, 2024, in the operating budget amount of \$28,657,687.00, excluding depreciation, and other non-operating expenses of \$5,078,810.00; and

WHEREAS, the DOSP requests the approval of the attached and incorporated proposed budget for the Fiscal Year commencing October 1, 2024 and ending September 30, 2025, in the operating budget amount of \$28,657,687.00, excluding depreciation, and other non-operating expenses of \$5,078,810.00;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. DOSP's annual budget, attached and incorporated, for the Fiscal Year commencing October 1, 2024 and ending September 30, 2025, in the operating amount of \$28,657,687.00, excluding depreciation, and other non-operating expenses of \$5,078,810.00, is approved and adopted.

Section 3. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.¹

APPROVED AS TO FORM AND CORRECTNESS:

¹ If the Mayor does not sign this Resolution, it shall become effective at the end of ten (10) calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

MIAMI PARKING AUTHORITY

Schedule of Revenues and Expenses

Proposed FY 2025 Operating Budget – Line Item Descriptions

Description of Line Items:

Operating Revenue

Off-Street Facilities - Revenue collected at parking garages, including daily customer revenue, monthly cardholder revenue and revenue derived from special events

Parking Lots – Revenue collected at parking lots, including daily customer revenue, monthly decal-holder revenue and revenue derived from special events / rental of lots

On-Street – Revenue collected from single space and Pay and Display meters located on-street as well as revenue derived from rental of metered spaces (production events, valet, etc)

Management Fees – Fees charged to third parties (i.e. Miami-Dade County, Florida FDOT and City of Miami) for the administration of various parking / non-parking facilities

Other – Majority of line item represents fees remitted by towing companies that assist in towing illegally parked vehicles from parking facilities / on-street spaces

Operating Expenses

Salaries, Wages & Fringe Benefits

Salaries – Regular - Base salaries for all full time / part-time Authority personnel

Salaries – Overtime – Overtime funds paid to hourly personnel

Salaries – Sick & Vacation – Sick and vacation time for full-time Authority personnel

Social Security – Social security taxes paid to the federal government for Authority personnel

Health Insurance – Insurance premiums paid by MPA for full-time Authority personnel

Retirement – Employer portion of annual pension obligation paid to the MPA's pension plan for full-time Authority personnel

Other Benefits – Insurance premiums paid by MPA on behalf of full-time administrative and operations personnel for auto, short-term disability and long term disability

Tuition – MPA provides educational assistance for regular full-time employees who have completed 365 calendar days of service in an eligible employment classification. The amount of assistance paid by the Agency is 100% of tuition costs up to a maximum of \$3,000 in a calendar year providing the employee earns grade of “C” or better

Miscellaneous Pay – Payment for the use of temporary labor for special events and special employee assignments

Repairs, Maintenance, Cleaning & Landscape

Maintenance – Property – Contractual expenses incurred in connection with the maintenance of parking facility structural components, excluding items detailed below

Maintenance – Landscaping – Contractual expenses incurred in connection with the maintenance of parking facility landscaping

Maintenance – Elevators – Contractual expenses incurred in connection with the maintenance of parking facility elevators

Maintenance – A/C – Contractual expenses incurred in connection with the maintenance of parking facility, operations and administrative office air conditioning units

Maintenance – Computers – Contractual expenses incurred in connection with the maintenance of parking facility / administrative office computer equipment

Maintenance – Garage Equipment – Contractual expenses incurred in connection with the maintenance of parking facility revenue control equipment

Maintenance – Alarms – Contractual expenses incurred in connection with the maintenance of parking facility revenue alarm / security systems

Maintenance – TV Surveillance – Contractual expenses incurred in connection with the maintenance of TV surveillance cameras located in garage facilities

Repairs – Equipment – Non-contractual repairs associated with parking facilities

Motor Pool – Expenditures associated with Agency vehicles including gas, repairs and lease payments for leased Agency vehicles

Cleaning / Cleaning & Housekeeping Supplies – Contractual expenses and cleaning supplies purchases for the maintenance of parking facilities / administrative offices

Expendable Tools / Small Equipment - Maintenance tools and maintenance / office equipment purchases that do not exceed \$1,000 and therefore are not considered a capital asset

Clothing – Uniforms for operations personnel

Signs – Maintenance and purchase of signage for both off-street and on-street parking facilities

Maintenance – Other – Annual contractual maintenance fee incurred for Authority telephone system

Security

Security – Contractual expenses incurred for security personnel who perform surveillance of parking facilities

Armored Car Services – Brinks services for the pickup of cash at specified locations

Utilities

Telephone – Expenses paid to telephone carriers for the usage of telephone lines and cellular phone lines (i.e. AT&T, Sprint)

Light & Power – Electricity expense for all parking facilities / administrative offices (FPL)

Water – Water expense for all parking facilities / administrative offices (Miami-Dade Water and Sewer)

Insurance

Property and General Liability Insurance – Insurance premiums related to property, general liability, and directors and officers liability coverage

Workers Compensation Insurance – Workers compensation premiums for Authority personnel

Rental – Building / Land / Fleet

Rental Building/Land/Fleet – Fixed, contractual lease payments paid for the rental of parking lots managed and not owned by the Authority and automobiles

Assessment Expenses

Assessment Expenses – The expenses for the Courthouse Center Garage condos that are accumulated and paid to the condo association. The items in this category include but are not limited to: repairs and maintenance, utilities, office supplies, management fees, property insurance and security

Revenue Sharing

Revenue Sharing – Payments made to lessors of parking lots that are managed by the Authority. These payments are based on a % of either gross or net revenue derived by the parking lot

Parking Meter Parts & Installation

Equipment Rental – Rental of golf carts for security personnel to roam facilities, rental of office copiers

Parking Meter Parts & Installation – Purchases of parking meter supplies / parts to replace defective parking meter equipment

Legal and Professional

Property Surveys, Platting – Expenditures incurred related to property surveys and platting of prospective parking facility acquisitions

Legal Services – Legal fees paid to City of Miami for City Attorney services

Trustee Fees - Fees paid to Trustee of Authority bonds

Audit Fees – Fees paid in connection with the annual audit of the Authority's financial records

Pay and Display Fees – Service contract fees paid to parking meter vendors, parking consultants, payroll processing fees, website redesign fees, rating agency fees in connection with the Authority's bonds

Bank Charges

Bank Charges – Bank fees and credit card processing charges associated with the Authority's parking facilities

Supplies and Miscellaneous

Postage & Courier Services – Postage expense for Authority's mailings

Printing – Printing of tickets and decals for parking facilities and customer service pamphlets

Office Supplies – Desk supplies (i.e. paper) for all Authority facilities / administrative offices

Office Equipment – Office equipment purchases that do not meet threshold for capitalization

Computer Supplies – Computer supply purchases for all Authority facilities / administrative offices

Computer Software – Computer software purchases for all Authority facilities / administrative offices

Other Expenses

Licenses & Permits - Miscellaneous licenses and fees

Miscellaneous – Payment for medical exams and back ground check for employees (new hire and worker comp cases) and mystery shopper program

Travel - Business travel expenses incurred for parking related conferences

Training - Training expenses for all employees

Meetings and Conventions - Business meeting expenses for all employees

Publications – Miscellaneous business publication subscriptions

Membership dues – Membership dues for various parking related organizations and professional associations

Advertising & Promotion

Promotional – Promotional materials distributed to customers at special events / customer appreciation week

Public Relations – Contractual expenditures related to public relations consultant services and sponsorships of various charities and non-profit organizations

Advertising – Media advertising expenses (i.e. radio, television, and printed media)

Non-Operating Revenues / (Expenses)

Depreciation & Amortization – Depreciation related to parking facilities, including building and structures, leasehold improvements, furniture and fixtures, and parking equipment

Interest Income – Interest and gain/losses on Authority investments

Interest Expenses – Interest expenses and amortization of bond issuance costs incurred in connection with the Authority's bond issue.

Excess Revenue Distribution to the City of Miami – Operating revenues in excess of: (a) operating expenses; (b) debt service payments; and (c) renewal and replacement capital requirements and reserves for working capital needs.

Budgeted Reserves – Funds that are based on sound fiscal principles designed to allow the Authority to maintain continuity of operations in adverse conditions while being mindful of our fiduciary reasonability to residents and visitors, both current and future generations.



TO: Honorable Chairperson and Members of the Off-Street Parking Board

FROM: Alejandra Argudin, Chief Executive Officer, Miami Parking Authority

A handwritten signature in blue ink, appearing to read 'A. Argudin', is written over the 'FROM' line.

SUBJECT: FY 2025 James L. Knight Center Operating Budget

DATE: July 10, 2024


Staff is requesting that the Board give its approval for the FY 2025 Knight Center Garage Budget.

KNIGHT CENTER GARAGE
Proposed FY 2025 Operating Budget

				\$ Change		% Change	
	FY 2023	FY 2024	FY 2025	Requested	Requested	Requested	Requested
	Actual	Adopted	Requested	vs	vs	vs	vs
	Actual	Adopted	Requested	Actual	Adopted	Actual	Adopted
Operating Revenues:							
Garage Daily Revenues	\$ 830,229	\$ 817,360	\$ 920,000	\$ 89,771	\$ 102,640	10.81	12.56
Garage Daily Non-Taxable	-	-	-	-	-	-	-
Garage Monthly	1,695,315	1,560,000	1,800,000	104,685	240,000	6.17	15.38
Special Events	366,843	250,000	250,000	(116,843)	-	(31.85)	-
Sales Tax Commission	360	-	-	(360)	-	(100.00)	-
Miscellaneous Income	-	-	-	-	-	-	-
Total Operating Revenues	2,892,747	2,627,360	2,970,000	77,253	342,640	2.67	13.04
Operating Expenses:							
Regular Earnings	196,292	223,721	251,507	55,215	27,786	28.13	12.42
Accrued Vacation and Sick Pay	22,028	14,541	16,231	(5,797)	1,690	(26.32)	11.62
Overtime Earnings	26,884	-	-	(26,884)	-	(100.00)	-
Uniform	107	600	600	493	-	460.75	-
Social Security (Employer Contribution)	15,653	17,455	19,578	3,925	2,123	25.08	12.16
Retirement	27,298	15,667	12,628	(14,670)	(3,039)	(53.74)	(19.40)
Group Insurance	16,020	25,433	22,145	6,125	(3,288)	38.23	(12.93)
Insurance Expense Workers Comp	16,596	4,465	4,398	(12,198)	(67)	(73.50)	(1.50)
Employee Benefits - Life Ins., Disability, etc.	7,009	5,593	6,241	(768)	648	(10.96)	11.59
Professional Services: Other	43,795	10,000	10,000	(33,795)	-	(77.17)	-
Audit Fees	7,500	7,500	8,000	500	500	6.67	6.67
Other Expenses (cashier over/short)	615	-	-	(615)	-	(100.00)	-
Taxes- Other and Licenses	-	-	-	-	-	-	-
Other Contractual Services	583,909	576,368	633,500	49,591	57,132	8.49	9.91
Telephone	10,560	12,000	11,000	440	(1,000)	4.17	(8.33)
Postage & Courier	-	-	-	-	-	-	-
Light & Power	65,057	61,000	63,500	(1,557)	2,500	(2.39)	4.10
Water	12,039	6,000	24,000	11,961	18,000	99.35	300.00
Insurance Expense - General Liability	73,935	103,509	53,852	(20,083)	(49,657)	(27.16)	(47.97)
Repair and Maintenance	251,665	196,500	167,500	(84,165)	(29,000)	(33.44)	(14.76)
Printing	2,394	7,500	7,750	5,356	250	223.73	3.33
Office Supplies	4,631	4,800	3,300	(1,331)	(1,500)	(28.74)	(31.25)
Housekeeping Supplies	14,596	9,000	10,000	(4,596)	1,000	(31.49)	11.11
Expendable Tools	918	2,000	2,000	1,082	-	117.86	-
Budget Reserve	-	-	-	-	-	-	-
Total Operating Expenses	1,399,501	1,303,652	1,327,730	(71,771)	24,078	(5.13)	1.85
Net Revenue Over Expenses	\$ 1,493,246	\$ 1,323,708	\$ 1,642,270	\$ 149,024	\$ 318,562	9.98	24.07



TO: Honorable Chairperson and Members of the Off-Street Parking Board

FROM: Alejandra Argudin, Chief Executive Officer, Miami Parking Authority 

SUBJECT: Approval of Retired Health Savings (RHS) Contribution

DATE: July 10, 2024

MPA staff is recommending and respectfully requesting Board's approval to contribute to the Employee's Retirement Health Savings Plan of approximately \$112,000. This amount is based on benefit amounts according to the employee's years of service.

This plan was implemented in 2008, to allow employees to accumulate assets to pay medical expenses after separation from services as a retirement benefit. Employees make mandatory annual contributions of all sick hours exceeding 232 and it was intended for MPA to contribute an annual discretionary amount depending on fiscal measures.

Attached you will find a list of employees that will receive this benefit detailing years of service and benefit amount.

9/30/2024	1 - 5 Years	750.00
	6 - 10 Years	1,000.00
	11 - 15 Years	1,250.00
	16 or more	1,500.00

Employer Contribution	\$	112,000.00
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Payroll Name	FT Date	Years of Service	ER Contribution
Acosta De Polanco, Marleny	09/11/2017	7.06	1,000.00
Aguilar, Flabio F.	01/18/2016	8.71	1,000.00
Allen, Leonard	07/23/2001	23.21	1,500.00
Argudin, Alejandra	09/11/2006	18.07	1,500.00
Armenteros, Javier R.	09/22/2014	10.03	1,000.00
Avila Castellano, Fidel	01/14/2013	11.72	1,250.00
Baldelomar, Julio	04/29/2019	5.43	750.00
Bonilla, Aillen	03/01/2021	3.59	750.00
Borges, Vilma	03/06/2023	1.57	750.00
Bradshaw, McCalvin	06/04/2023	1.33	750.00
Brinson, Zahnovia	07/31/2022	2.17	750.00
Brown, David	07/20/1998	26.22	1,500.00
Byrd, Takea	01/01/2013	11.75	1,250.00
Caballero, Fanny R.	05/03/2021	3.41	750.00
Canizales, Orlando	01/24/2022	2.68	750.00
Carmenates, Margarita	09/18/2006	18.05	1,500.00
Carrera, Kenneth D.	07/19/2021	3.20	750.00
Castillo, Carlos J.	10/01/2018	6.00	1,000.00
Castillo, Manuel	01/11/2010	14.73	1,250.00
Chambers, Alvin	06/05/2017	7.33	1,000.00
Clermont, Widlene	12/06/2004	19.83	1,500.00
Coats, Robert J	08/01/2022	2.17	750.00
Cobo Reina, Carlos	05/08/2023	1.40	750.00
Colon, Jennifer A	04/26/2021	3.43	750.00
Corredor, Carol	05/09/2016	8.40	1,000.00
Cuadra, Monica	01/13/1997	27.73	1,500.00
Davis, Yolanda	03/10/2003	21.58	1,500.00
Deroy Caballero, Oscar E.	11/28/2022	1.84	750.00
DiSpaldo, Scarleth V.	05/24/2021	3.36	750.00
Diaz, Angel	05/23/2016	8.36	1,000.00
Dueñas, Roberto J	10/01/2018	6.00	1,000.00
Duffie, Jeremy D.	09/08/2015	9.07	1,000.00
Duque, Jose A	10/31/2022	1.92	750.00
Escandon, Humberto	10/09/2000	23.99	1,500.00
Espinosa, Enrique	04/22/2013	11.45	1,250.00
FanFan, Emelyne	01/28/2024	0.67	-

9/30/2024	Annual Contribution	
	1 - 5 Years	750.00
	6 - 10 Years	1,000.00
	11 - 15 Years	1,250.00
	16 or more	1,500.00

Employer Contribution	\$	112,000.00
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Payroll Name	FT Date	Years of Service	ER Contribution
Faraco, Yasser E	03/26/2018	6.52	1,000.00
Fisher, Gregory N.	10/01/2018	6.00	1,000.00
Galdos, Roland C	01/17/2017	7.71	1,000.00
Garay, Maria A	02/27/2022	2.59	750.00
Garcia, Jennifer	04/07/2008	16.49	1,500.00
Gonzalez, Chantal	11/01/2021	2.92	750.00
Gullett, Tunekia	05/01/2013	11.42	1,250.00
Haywood, Christopher J	06/04/2023	1.33	750.00
Hernandez, Angel J	06/03/2019	5.33	750.00
Hernandez, Angela	07/01/2001	23.27	1,500.00
Hernandez, Daylin	02/14/2022	2.63	750.00
Hernandez, Sintiha P.	04/06/2015	9.49	1,000.00
Jimenez, Flavio C	10/12/2021	2.97	750.00
Jomarron, Julio	10/01/2020	4.00	750.00
Jones, Angela	03/25/1991	33.54	1,500.00
Joseph, Daniella	07/19/2021	3.20	750.00
Joseph, McKinley	04/01/2019	5.50	750.00
Leon, Jose Carlos	11/21/2016	7.86	1,000.00
Lopez, Denis F.	08/17/2015	9.13	1,000.00
Lopez, Jaime	05/19/2000	24.38	1,500.00
Lopez, John F	09/12/2022	2.05	750.00
Luzardo, Giovanny	12/06/2021	2.82	750.00
Marquez, Fernando	10/11/2011	12.98	1,250.00
Marrero, Dalia	01/03/2005	19.75	1,500.00
Maruri, Lazaro	11/13/2017	6.88	1,000.00
Maytin, Gabriel	04/25/2022	2.44	750.00
Mclean, George J	08/06/2018	6.16	1,000.00
Medina, Jeffrey	07/27/2014	10.19	1,000.00
Medrano, Ricardo	10/01/2011	13.01	1,250.00
Mejia, Maria	07/19/2021	3.20	750.00
Mendez, Angelica	10/17/2022	1.96	750.00
Montes, Israel S	10/01/2019	5.00	750.00
Montoya, Monica E	09/30/2019	5.01	750.00
Murillo, Melida	02/06/2023	1.65	750.00
Murillo, Vera	10/01/2007	17.01	1,500.00
Naranjo, Javier Armando	09/12/2022	2.05	750.00

9/30/2024	Annual Contribution	
	1 - 5 Years	750.00
	6 - 10 Years	1,000.00
	11 - 15 Years	1,250.00
	16 or more	1,500.00

Employer Contribution	\$	112,000.00
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Payroll Name	FT Date	Years of Service	ER Contribution
Nodarse, Arnoi	09/12/2022	2.05	750.00
Padilla, Jose M	12/04/2004	19.84	1,500.00
Palacios, Stephanie J.	11/30/2020	3.84	750.00
Panchame, Felipe A.	10/29/2018	5.93	750.00
Parekh, Anna P.	03/25/2019	5.52	750.00
Perez, Nuria G.	11/18/2019	4.87	750.00
Perez, Socorro	08/20/2001	23.13	1,500.00
Poitier, Sherrie	02/06/1990	34.67	1,500.00
Portillo, Rafael E	02/27/2022	2.59	750.00
Punongbayan, Melisa	10/01/2018	6.00	1,000.00
Pupo Hidalgo, Jose A	12/09/2019	4.81	750.00
Putoy, Ninoska	08/01/2005	19.18	1,500.00
Rabelo, Manuel	01/20/2004	20.71	1,500.00
Radicy, Christian	08/13/2018	6.14	1,000.00
Recio, German E.	07/25/2016	8.19	1,000.00
Reed, Marvin B	06/10/2018	6.31	1,000.00
Rey Jerez, Alejandro	04/10/2023	1.48	750.00
Reyes, Yurlin B	10/23/2017	6.94	1,000.00
Rodriguez Herrera, Jorley	11/25/2019	4.85	750.00
Rodriguez, Geannette	06/04/2023	1.33	750.00
Rodriguez, Oscar A.	10/12/2010	13.98	1,250.00
Rosado, Luz E.	08/15/2022	2.13	750.00
Rosario, Victor	05/17/2010	14.38	1,250.00
Ruiz, Ronald	04/03/2023	1.50	750.00
Rutherford, Yolanda S	10/10/2023	0.98	-
Sanchez, Elio	06/05/2017	7.33	1,000.00
Sanchez, Patricia	12/07/2015	8.82	1,000.00
Sands, Jakari A	10/10/2023	0.98	-
Sanon, Robenson	01/06/2014	10.74	1,000.00
Santana, Ambrosio	07/29/2019	5.18	750.00
Santana, Leonel	07/03/2022	2.25	750.00
Sequeira, Alvaro J	10/29/2019	4.93	750.00
Sherwood, David S.	08/23/2021	3.11	750.00
Sicilia, Misleydis	08/22/2016	8.11	1,000.00
Simpson, James	02/13/2006	18.64	1,500.00
Soto, Wilfredo	03/11/2013	11.56	1,250.00

9/30/2024	Annual Contribution	
	1 - 5 Years	750.00
	6 - 10 Years	1,000.00
	11 - 15 Years	1,250.00
	16 or more	1,500.00

Employer Contribution	\$	112,000.00
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Payroll Name	FT Date	Years of Service	ER Contribution
Thames, Luquette	07/25/2005	19.20	1,500.00
Valle, Alberto	01/07/2019	5.73	750.00
Vasallo, Lazaro J	07/22/2019	5.20	750.00
Velandia, Orlando	01/16/2009	15.72	1,250.00
Veliz, Yvonne F	08/01/2022	2.17	750.00
Victores, Jonathan	06/10/2019	5.31	750.00
Ward, Leugenia J	04/10/2022	2.48	750.00



TO: Honorable Chairperson and Members of the Off-Street Parking Board

FROM: Alejandra Argudin, Chief Executive Officer, Miami Parking Authority *Argudin*

SUBJECT: Procurement of IT Nutanix Software – Piggyback with Florida’s NASPO - Carahsoft Alternative Contract No. 43230000-NASPO-16-ACS
(Companion Item 1 of 2)

DATE: July 10, 2024

The Miami Parking Authority (“MPA”) is responsible for running over 30 servers in support of operational requirements and it is imperative that MPA protect its data. Therefore, staff requests this Board’s approval to purchase Information Technology (“IT”) backup and disaster recovery software, equipment, and services. In order to achieve this, two companion items are being presented for your consideration and approval.

For the software component, MPA staff identified the Nutanix platform, a comprehensive enterprise cloud solution that integrates compute, storage, and networking into a single software-defined platform. It simplifies IT operations by providing a unified management interface and enabling seamless scalability and flexibility. Nutanix supports both private and hybrid cloud environments, offering robust security, efficient resource utilization, and enhanced performance for a wide range of applications and workloads. Staff identified a qualified vendor, ePlus Technology, Inc. (“ePlus”), who is authorized to provide the Nutanix solution, as well as the managed backup and recovery services which will be addressed in a separate companion item for the Board’s consideration. The attached Nutanix Quote 23170681 in the amount of \$111,493.58 was created for MPA by ePlus pursuant to the terms of the Florida NASPO Alternative Contract described herein.

Pursuant to Section 18-111 of the City of Miami Procurement Code, the MPA may piggyback onto current contracts of other governmental entities when such contracts were entered pursuant to a competitive process.

The State of Utah with the National Association of State Procurement Officials (“NASPO”) issued a Request for Proposals and competitively procured and awarded

Master Agreement AR2472 for Cloud Solutions ("Utah Cooperative Contract"). The 750-page Utah Cooperative Contract is available for review.

The State of Florida's Department of Management Services ("Florida"), as authorized by subsection 287.042(1), Florida Statutes, evaluated and entered into the attached NASPO ValuePoint Participating Addendum for Cloud Solutions, Alternative Contract Source No: 43230000-NASPO-16-ACS with Carahsoft Technology Corporation ("Carahsoft"), on July 31, 2017, which is in effect through September 30, 2026 ("Florida NASPO Alternative Contract"). Florida has approved ePlus as a Subcontractor/Authorized Reseller of Carahsoft. The Florida Reseller Information Form is available for review.

MPA staff respectfully requests the authority to enter into an agreement with ePlus Technology, Inc., pursuant to the terms of the attached Florida NASPO Alternative Contract for the purchase of the software, support, and systems as outlined in the attached Nutanix Quote 23170681 in the amount of \$111,493.58. The initial term of the proposed agreement between ePlus and MPA will be for one year. If MPA chooses to renew the terms of the agreement with ePlus for a second year, the costs for subscription and support will be for an amount not to exceed \$35,460.36 in Year 2.

Furthermore, MPA staff seeks concurrent authority to allow the Chief Executive Officer or her designee ("CEO"), to do all things necessary to effectuate the provision of services, including the right to negotiate and execute all other documents, related agreements, amendments, renewals, extensions, and modifications, subject to allocations, appropriations, and budgetary approval having been previously made, without the necessity of subsequent Board approval. Any such document shall be subject to legal review prior to execution by the parties.



Customer Name: Miami Parking Authority
Quote No: 23170681
Quote Name:
Quotation Date: 06/14/2024

Sales Support Contact: AUBRIE MURRAY
Sales Support Phone: (703) 984-8302
Sales Support Email: AUBRIE.MURRAY@EPLUS.COM

Customer PO No:
Order No:
Expiration Date: 07/13/2024

Account Executive:
Account Executive Phone:
Account Executive Email:

ePlus Technology Inc, 13585 Dulles Technology Drive, Herndon, VA, 20171

External Notes: Contract Number: 43230000-NASPO-16-ACS
NASPO Master Contract Number: AR2472

Year 2 Renewal - Not to exceed 7% increase - \$35,460.36 Total

Line No.	Part Number	MFG	Description/Line Notes	QTY	Unit Price	Ext Price
001	AR2472-NUT001-042020-345	NUTANIX	NUTANIX ENTERPRISE HYPERCONVERGED PLATFORM WITH NUTANIX ACROPOLIS- TIER 5 Line Note: Nutanix Enterprise Hyperconverged Platform with Nutanix Acropolis- Tier 5 NX-8170-G9-5416S-CM NX-8170-G9, 1 Node; 2x Intel Xeon-Gold 5416S processor (2.0 GHz/ 16-core/ 150W, Sapphire Rapids) per node	3	19,100.94	57,302.82
002	SW-NCI-PRO-PR-1YR-491	NUTANIX	SUBSCRIPTION, NUTANIX CLOUD INFRASTRUCTURE (NCI) PRO SOFTWARE LIC & PROD SOFTWARE SUPPORT SERVICE FOR 1 CPU CORE, 1YR Line Note: YEAR 2 RENEWAL ESTIMATE - \$32,741.76	96	318.75	30,600.00
003	AR2472-NUT001-042020-080	NUTANIX	24/7 PRODUCTION LEVEL HW SUPPORT FOR NUTANIX APPLIANCE - FOR TIER 5 PRODUCT Line Note: YEAR 2 RENEWAL ESTIMATE - \$2,718.60	3	846.92	2,540.76
004	EPLUS SERVICE CREDIT	EPLUS	REDEEMABLE FOR ANY EPLUS SERVICE, EXPIRES IN 12 MONTHS, \$OW TO FOLLOW - \$20,000.00 VALUE	1	20,000.00	20,000.00

Totals	110,443.58
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Shipping:	Sub Total (USD):	110,443.58
Packing:	Est. Tax (USD):	0.00
	Freight (USD):	1,050.00
	Total (USD):	111,493.58

All orders are governed by your organization's signed agreement with ePlus or applicable public sector contract; if there is no such agreement the Customer Terms and Conditions for Products and/or Services located at www.ePlus.com govern. No additional or contrary terms in a purchase order shall apply, and ePlus' performance shall not be deemed acceptance of any preprinted PO terms. Use of software, subscription services or other products resold by ePlus is subject to manufacturer/publisher end user agreements or subscription terms. Any periodic payment obligations for specific offerings, along with customer-incurred overages, consumption fees, add-ons, quantity adjustments and automatic renewals are non-cancelable for any reason except by public sector customers required by law to terminate due to non-appropriation of funds.

PLEASE NOTE: Recent supply chain disruption and tariffs on certain imports are causing price increases for many IT products, with little or no notice, and beyond ePlus' control. As a result, this quote is subject to change without notice, even before the expiration date reflected above. Related manufacturer policy changes may result in orders being non-cancelable and products non-returnable except in accordance with the manufacturer warranty. Please confirm pricing and other restrictions prior to order placement. Unless freight amount is indicated, or is zero, freight will be added to the invoice. Unless Bill-To company is exempt from Sales Tax, it will be added to the invoice. Recognizing that the global pandemic has disrupted operations for many organizations, ePlus will ship products for delivery in accordance with customer's written ship-to instructions and products will be deemed delivered notwithstanding any failure of customer personnel to sign for receipt due to facility closing or otherwise.

Customer Acceptance Signature: _____ Name: _____ Title: _____ Date: _____ Customer PO #: _____	Bill To MIAM003	Ship To Miami Parking Authority 40 NW 3rd St Ste 1103 MIAMI FL 33128-1848 UNITED STATES Henry Espinosa
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NASPO ValuePoint
PARTICIPATING ADDENDUM

CLOUD SOLUTIONS

Administered by the State of Utah (hereinafter "Lead State")

Alternative Contract Source No: 43230000-NASPO-16-ACS

Carahsoft

Master Agreement No: AR2472
(hereinafter "Contractor")

And

Florida Department of Management Services
(hereinafter "Department/Participating State/Entity")

The State of Utah, acting by and through the National Association of State Procurement Officials (NASPO) ValuePoint, competitively procured and awarded a Request for Proposal resulting in Master Agreement number AR2472. The Master Agreement was created as a cooperative purchasing agreement for Cloud Solutions. This Participating Addendum is entered into pursuant to Section 287.042, Florida Statutes.

The Department is authorized by subsection 287.042(16), Florida Statutes, "to evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract." Accordingly, agencies and eligible users (Customer) may make purchases from this Participating Addendum pursuant to the terms and conditions herein.

The Department evaluated the Master Agreement, and hereby acknowledges that use of the Master Agreement as an alternative contract source is cost-effective and in the best interest of the State.

This Participating Addendum and all incorporated Exhibits, set forth the entire understanding of the Parties and supersedes all prior agreements.

Accordingly, the Parties agree as follows:

1. Term and Effective Date

The initial term of this Participating Addendum will become effective on the date the document is signed by all Parties, and shall be effective through September 30, 2020, unless terminated earlier in accordance with the General Contract Conditions.

2. Renewal

Upon agreement of the Parties, the Department and the Contractor may renew this Participating Addendum in accordance with section 287.057(13), Florida Statutes, and Rule 60A-1.048, Florida Administrative Code. Renewals must be in writing and are subject to the same terms, conditions, and modifications set forth in this Participating Addendum. Renewal determinations will be based upon utilization and achieved savings.

3. Modifications or Additions to Master Agreement

The following changes are modifying or supplementing the Master Agreement terms and conditions.

a. Scope:

The Contractor's Master Agreement products or services listed on the Contractor's page of the NASPO ValuePoint website are included in this contract only if they are not offered on a State Term Contract.

In accordance to 74-3.004, F.A.C., Agency requests for Infrastructure as a Service (IaaS) must be submitted via a Service Request to the State Data Center.

- b. Exhibits: All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Participating Addendum. The Participating Addendum Exhibits shall have priority in the order listed:

- 1) Exhibit A: Contract Conditions, Florida General
- 2) Exhibit B: Contract Conditions, Florida Special
- 3) Exhibit C: NASPO ValuePoint Master Agreement Number AR2472

If a conflict exists among any of the documents, the following shall have priority in the order listed below:

- 1) The Addendum
- 2) Florida Special Contract Conditions, Exhibit B
- 3) Florida General Contract Conditions, Exhibit A
- 4) NASPO ValuePoint Master Agreement Number AR2472 Exhibit C

- c. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
- d. Access to Cloud Solutions Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state. Any agency requests for Infrastructure as a Service must be submitted via a service request to the state data center. See section 3.a. above.
- e. Authorization: Approval of this Participating Addendum by the State Chief Procurement Official and State Chief Information Officer is an authorization for participation in the NASPO cooperative contract process, it is not intended as an approval of any specific purchase or solution. It is the responsibility of the Customer to validate all terms and conditions and to ensure compliance with all applicable statutes and rules.
- f. Request for Quotes: Customers purchasing Cloud Solutions from this Participating Addendum shall create a Request for Quote (RFQ), each time they desire to purchase Cloud Solutions. The Customer shall issue a detailed RFQ to the ACS Contractor(s) who offer the applicable cloud solutions(s). The specific format of the RFQ is left to the discretion of the Customer, but must contain the following:
- 1) Applicable service and deployment model(s);
 - 2) Data security classification;
 - 3) Service level agreement requirements; and
 - 4) Exit strategy considerations.

- g. Enterprise Agreements: The Contractor shall honor any Volume or Enterprise Agreement(s) established between a State of Florida agency and the manufacturer of products or services offered under their Master Agreement.
- h. Purchase Orders: Customers shall issue purchase orders under this Participating Addendum to their awarded RFQ Contractor using this State of Florida ACS number 43230000-NASPO-16-ACS. The purchase order period survives the expiration of the Contract. The duration of purchase orders must not exceed the expiration of the Contract by more than 12 months.
- i. Contractor Selection Justification Form: Customers purchasing Cloud Solutions from this Participating Addendum shall attach to the purchase order a completed Contractor Selection Justification Form (Attachment A).

4. Warranty of Authority

Each person signing this document warrants that he or she is duly authorized to do so and to bind the respective party.

5. Entire Agreement of the Parties

This document and the attached exhibits constitute the Participating Addendum and the entire understanding of the parties.

6. Amendments

All modifications to this Participating Addendum must be in writing and signed by all Parties. No oral modifications to this Participating Addendum are permitted.

Notwithstanding the order listed in section 3b, amendments executed after the Participating Addendum is executed may expressly change the provisions of the Participating Addendum. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Participating Addendum.

IN WITNESS THEREOF, the Parties hereto have caused this agreement, which includes the attached and incorporated Exhibits, to be executed by their undersigned officials as duly authorized. This agreement is not valid and binding until signed and dated by the Parties.

Participating State: Florida	Contractor: Carahsoft
By: 	By: 
Name: Dave Zeckman	Name: Robert R. Moore
Title: Chief of Staff	Title: Vice President
Date: 7/31/2017	Date: June 26, 2017

Florida's Chief Procurement Officer:	Florida's Chief Information Officer
By: 	By: 
Name: Roz Ingram	Name: Eric Larson
Title: Director of State Purchasing and Chief Procurement Officer	Title: Executive Director of the Florida Agency for State Technology and Chief Information Officer
Date: 7/28/17	Date: 7/28/17

Alternate Contract Source No. 43230000-NASPO-16-ACS

Exhibit A

GENERAL CONTRACT CONDITIONS

Table of Contents	
SECTION 1. DEFINITIONS.....	4
SECTION 2. CONTRACT TERM AND TERMINATION.....	4
SECTION 3. PAYMENT AND FEES.....	5
SECTION 4. CONTRACT MANAGEMENT.....	6
SECTION 5. COMPLIANCE WITH LAWS.....	7
SECTION 6. MISCELLANEOUS.....	8
SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION.....	9
SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY.....	10
SECTION 9. DATA SECURITY AND SERVICES.....	11
SECTION 10. GRATUITIES AND LOBBYING.....	12
SECTION 11. CONTRACT MONITORING.....	12
SECTION 12. CONTRACT AUDITS.....	12
SECTION 13. BACKGROUND SCREENING AND SECURITY.....	13

These General Contract Conditions supersede and replace in their entirety all General Contract Conditions, Form PUR 1000, which is incorporated by reference in Rule 60A-1.002, Florida Administrative Code (F.A.C.)

SECTION 1. DEFINITIONS.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes, (F.S.) and Rule Chapter 60A-1, F.A.C.:

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. TERMINATION.**2.1 Termination for Convenience.**

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in

progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.2 Termination for Cause.

If the Department determines that the performance of the Contractor is not satisfactory, the Department may, at its sole discretion, (a) immediately terminate the Contract, (b) notify the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will terminate at the end of such time, or (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES

3.1 Payment Invoicing.

The Contractor will be paid upon submission of properly certified invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain detail sufficient for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.2 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing, and may be reimbursed only in accordance with section 112.061, F.S.

3.3 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.4 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees, when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.5 Taxes.

The State of Florida is not required to pay any taxes, including customs and tariffs, on commodities or contractual services purchased under the Contract.

3.6 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Department or Customer. The Contractor must return any overpayment within 40 calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.**4.1 Composition and Priority.**

The Contractor agrees to provide commodities or contractual services to the Customer within the manner and at the location specified in the Purchase Order and any attachments to the Purchase Order.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested, by reputable air courier service, email, or by personal delivery, or as otherwise identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, is primarily responsible for the Department's oversight of the Contract. In the event that the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager is primarily responsible for the Contractor's oversight of the Contract performance. In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity Reporting.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in Section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the commodities or contractual services it offers is available at <http://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in Sections 946.515 and 287.042(1), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <http://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Department of State Registration.

The Contractor and any subcontractors that assert corporate status must provide the Department with conclusive evidence, per section 607.0127, F.S., of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity and maintain such status or authorization through the life of the Contract and any resulting contract or purchase order.

5.2 Convicted and Discriminatory Vendor Lists.

In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors or consultants have been placed on the Convicted Vendor List or the Discriminatory Vendor List during the term of the Contract.

5.3 Contractor Certification.

If the Contract exceeds \$1,000,000.00 in total, not including renewal years, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.473, F.S. and 215.4725 F.S, respectively. Pursuant to section 287.135(5), F.S., and 287.135(3), F.S., Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

5.4 Cooperation with Inspector General.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or

any other authorized State official, the Contractor must provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

SECTION 6. MISCELLANEOUS.

6.1 Notice of Legal Actions.

The Contractor must notify the Department of any legal actions filed against it for a violation of any laws, rules, codes, ordinances or licensing requirements within 30 days of the action being filed. The Contractor must notify the Department of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within 30 days of the action being filed. Failure to notify the Department of a legal action within 30 days of the action will be grounds for termination for cause of the Contract.

6.2 Subcontractors.

All contactors, dealers, and resellers authorized by the Department, as shown on the dedicated Contractor NASPO ValuePoint website, are approved to provide sales and service support to participants in the Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement. The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Department supports diversity in its procurements and contracts, and requests that Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.3 Assignment.

The Contractor will not sell, assign or transfer any of its rights, duties or obligations under the Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract. The Department may assign the Contract to another state agency.

6.4 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department and are not entitled to the benefits of State of Florida employees. The Department will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Contract.

6.5 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in

a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.6 Information Technology Standards

Pursuant to sections 282.0051 and 282.318, F.S., the Agency for State Technology (AST) is to establish standards for the implementation and management of information technology resources. Vendors agree to cooperate with the state agency in furtherance of the state agency's efforts to comply with AST standards, established in Rule Chapter 74, F.A.C, as applicable.

SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION

7.1 Workers' Compensation Insurance.

To the extent required by law, the Contractor must be self-insured against, or must secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor must require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's insurance program. Self-insurance or insurance coverage must comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract or purchase order and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor must provide, and cause each subcontractor to provide adequate insurance satisfactory to the Department for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance including bodily injury, property damage, product-liability, personal & advertising injury and completed operations. This insurance must provide coverage for all claims that may arise from the services, and operations completed under the Contract and any resulting contract or purchase order, whether such services or operations are by the Contractor or anyone directly or indirectly employed by them. Such insurance must include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of the Contract and any resulting contract or purchase order. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the Contract and any resulting contract or purchase order.

All insurance policies must be with insurers licensed or eligible to transact business in the State of Florida. The Contractor's current certificate of insurance must contain a provision that the insurance must not be canceled for any reason except after thirty (30) days written notice to the Department's Contract Manager.

The Contractors must submit insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department.

The Contractor must require its insurance carrier to add the Department to the insurance policies as an additional insured, as provided below:

Florida Department of Management Services

c/o Division of State Purchasing
4050 Esplanade Way, Suite 36060
Tallahassee, Florida 32399-0950

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY.

8.1 Public Records.

The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S.

Solely for the purposes of this section the contract manager is the agency custodian of public records, unless another is designated per (e), below.

If, under a resulting contract or purchase order, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, Florida Statutes. The Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service;

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the contractor does not transfer the records to the public agency;

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency; and

(e) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

8.2 Protection of Trade Secrets or Confidential Information.

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must

clearly designate that portion of the materials as "confidential" when submitted to the Department.

If the Department receives a public records request for contract-related materials designated by the Contractor as "confidential," the Department will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

If the Department is served with a request for discovery of contract-related materials designated "confidential," the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated "confidential" only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.

The Contractor will protect, defend, and indemnify the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as "confidential."

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor must retain all documents related to the Contract for five years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

SECTION 9. DATA SECURITY AND SERVICES.

9.1 Warranty of Security.

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida Data to be sent by any medium, transmitted or accessed outside of the United States.

Notwithstanding any provision of this Contract to the contrary, the Contractor must notify the Department as soon as possible, in accordance with the requirements of section 501.171, F.S., and in all events within one (1) business day in the event Contractor discovers any Data is breached, any unauthorized access of Data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of Data or any credible allegation or suspicion of a material violation of the above. This notification is required whether the event affects one agency/customer or the entire population. The notification must be clear and conspicuous and include a description of the following:

- (a) The incident in general terms.
 - (b) The type of information that was subject to the unauthorized access and acquisition.
 - (c) The type and number of entities who were, or potentially have been affected by the breach.
 - (d) The actions taken by the Contractor to protect the Data from further unauthorized access.
- However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

9.2 Remedial Measures.

Upon becoming aware of an alleged security breach, Contractor's Contract Manager must set up a conference call with the Department's Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a 30 minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call will be scheduled. All available information must be shared on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor must notify the Department's Contract Manager and in all events, within one business day.

9.3 Indemnification (Breach of Warranty of Security).

The Contractor agrees to defend, indemnify and hold harmless the Department, Customer, the State of Florida, its officers, directors and employees for any claims, suits or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two year period of time following the breach.

9.4 Annual Certification.

The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Department by December 31 of each Contract year.

SECTION 10. GRATUITIES AND LOBBYING.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to subsection 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract, after the Contract execution and during the Contract's term.

SECTION 11. CONTRACT MONITORING.

11.1 Financial Consequences of Non-Performance.

If the corrective action plan is unacceptable to the Department or Customer, or fails to remedy the performance deficiencies, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the Contract. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Customer for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

SECTION 12. CONTRACT AUDITS.

12.1 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer or the Office of the Auditor General for audit.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 E-Verify.

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five days of Contract execution. The link to E-Verify is provided below. <http://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five days to the Contract Manager identifying the new hire with its E-Verify case number.

13.2 Disqualifying Offenses.

If at any time it is determined that a person has a criminal misdemeanor or felony record regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last six years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida Data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related or information technology crimes
- (b) Fraudulent practices, false pretenses and frauds, and credit card crimes
- (c) Forgery and counterfeiting
- (d) Violations involving checks and drafts
- (e) Misuse of medical or personnel records
- (f) Felony theft

13.3 Communications and Confidentiality.

The Contractor agrees that it will make no statements, press releases, or publicity releases concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, or any particulars thereof, during the period of the Contract, without first notifying the Department's Contract Manager or the Department designated contact person and securing prior written consent. The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

**Alternate Contract Source
No. 43230000-NASPO-16-ACS**

**EXHIBIT B
FLORIDA SPECIAL CONTRACT CONDITIONS**

This Exhibit contains the Special Contract Conditions. If a conflict exists between the Special Contract Conditions and the General Contract Conditions, the Special Contract Conditions shall take precedence over the General Contract Conditions unless the conflicting term in the General Contract Conditions is required by Florida law, in which case the General Contract Conditions term will take precedence.

Special Contract Conditions are as follows:

Section 1 Delays and Complaints

Delivery delays and service complaints will be monitored on a continual basis. Documented inability to perform under the conditions of the contract, via the established Complaint to Vendor process (PUR 7017 form), may result in default proceedings and cancellation.

Section 2 Monthly Transaction Fee Report

The Contractor is required to submit monthly Transaction Fee Reports electronically through MFMP VIP. All such reports and payments shall be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions shall constitute grounds for declaring the Contractor in default and subject the Contractor to exclusion from business with the State of Florida.

For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online through MFMP U on the MyFloridaMarketPlace website (located at <http://dms.myflorida.com/mfmp>). Assistance is also available from the MyFloridaMarketPlace Customer Service Desk at feeprocessing@myfloridamarketplace.com or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 6:00 PM, Eastern Time.

Section 3 Quarterly Sales Reports

Each Contractor shall submit a sales report to the Department on a Quarterly basis.

Contract Sales Reports must include the Contractor's name, the dates of Quarter covered, each Customer's name, services provided (to include identification of the cloud solution and service model), and the amount paid by the Customer.

Initiation and submission of the Contract Sales Reports are to be the responsibility of the Contractor. The Contractor will submit the completed Sales Report forms by email to the Department Contract Manager no later than the due date indicated in Section 10. Submission of these reports is considered a material requirement of this Contract and the Contractor.

Failure to provide quarterly sales reports, including those indicating no sales, within thirty (30) calendar days following the end of each quarter (January, April, July and October) is considered as Non-Performance by the Contractor. Exceptions may be made if a delay in submitting reports is attributable to circumstances that are clearly beyond the control of the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor and shall be supplied in a written form and submitted to the Department.

The Department reserves the right to request additional sales information as needed.

Section 4 Quarterly Reporting Timeframes

Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

- Quarter 1 - (July-September) – Due by October 10
- Quarter 2 - (October-December) – Due by January 10
- Quarter 3 - (January-March) – Due by April 10
- Quarter 4 - (April-June) – Due by July 10

Section 5 Business Review Meetings

The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and contract termination.

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TO: Honorable Chairperson and Members of the Off-Street Parking Board

FROM: Alejandra Argudin, Chief Executive Officer, Miami Parking Authority *A. Argudin*

SUBJECT: Procurement of IT Managed Backup and Recovery Services – Piggyback
with University of Virginia and ePlus Technology, Inc., Agreement
UVA-AGR-IT-00178-ePlus
(Companion Item 2 of 2)

DATE: July 10, 2024

As outlined in Companion Item 1 of 2, the Miami Parking Authority (“MPA”) seeks this Board’s approval to purchase Information Technology backup and disaster recovery software, equipment and services. In order to achieve this, two companion items are being presented for your consideration and approval.

For the managed backup and recovery services including the desired Rubrik solutions, offsite cloud, and disaster recovery, staff identified ePlus Technology, Inc. (“ePlus”), as a vendor who is qualified to provide necessary software solutions as well as backup and disaster recovery services. After researching multiple existing government contracts in which ePlus is an approved vendor, MPA staff identified the most advantageous contract in terms of technical services, costs, and compliance with MPA’s procurement policies.

MPA staff requests authorization to piggyback onto Agreement UVA-AGR-IT-00178-ePlus between The Rector and Visitors of the University of Virginia and ePlus Technology, Inc., for information technology managed backup and recovery services including Rubrik solutions, offsite cloud, and disaster recovery, executed on February 20, 2020, which will be in effect until December 31, 2025 (“UVA Agreement”), and is attached for your review.

The corresponding Statement of Work for Managed Services BaaS-001143723 between ePlus Technology, Inc., and MPA, with a total contract value in the amount of \$90,170 (“Statement of Work”) is also attached for your review and approval.

Pursuant to Section 18-111 of the City of Miami Code, the MPA may piggyback onto current contracts of other governmental entities when such contracts were entered pursuant to a competitive process.

By Request for Proposals #RFP-UVA-00011-MW082019, Technology Value-Added Resellers, the University of Virginia ("UVA") requested proposals from firms to provide a broad range of technology products, services and solutions. UVA selected ePlus to provide the services and entered into the UVA Agreement, which allows ePlus to utilize Assured Data Protection, Inc., as a subcontractor to provide certain levels of Rubrik services, as outlined in the attached Statement of Work.

MPA staff respectfully requests the authority to enter into a one-year agreement with ePlus Technology, Inc., pursuant to the terms of Agreement UVA-AGR-IT-00178-ePlus between The Rector and Visitors of the University of Virginia and ePlus Technology, Inc., for information technology managed backup and recovery services, as outlined in the ePlus Statement of Work for Managed Services BaaS-001143723 in the amount of \$90,170. If MPA chooses to renew the terms of the agreement with ePlus for a second year, the monthly \$7,380 recurring costs will increase in an amount not to exceed five percent (5%), therefore costs for Year 2 will be in an amount not to exceed \$92,988.

Furthermore, MPA staff seeks concurrent authority to allow the Chief Executive Officer or her designee ("CEO"), to do all things necessary to effectuate the provision of services, including the right to negotiate and execute all other documents, related agreements, amendments, renewals, extensions, and modifications, subject to allocations, appropriations, and budgetary approval having been previously made, without the necessity of subsequent Board approval. Any such document shall be subject to legal review prior to execution by the parties.

MASTER SUBSCRIPTION SERVICES AGREEMENT
STATEMENT OF WORK

SOW #MiamiParkingAuthority-BaaS-001-143723 for Miami Parking Authority

Pursuant to the VHEPC Contract# UVA-AGR-IT-00178-EPLUS ("Agreement"), this Statement of Work (SOW) by and between **Miami Parking Authority** ("Customer") and ePlus Technology, inc. ("ePlus"), the parties hereby agree to the performance of the Service(s) described below. Capitalized terms shall have the meanings given in the Agreement, or as specifically defined herein.

Executive Summary: Customer has engaged ePlus Technology to provide the service(s) listed below. The services shall be delivered according to the Service Description Documents (SDD). In certain cases, a Scope will be included in lieu of an SDD to detail the deliverables of the service.

Services: ePlus, utilizing its subcontractor Assured Data Protection, inc. ("ADP"), shall provide certain levels of the following Service(s) to Customer as is provided in the applicable ePlus Service Description and/or the service scope.

Contract Summary:

of Services included in contract:

- Data Protection Managed Services

Total Contract Value: \$90,170.00

Data Protection Managed Services - 143723

Term: 12 Months

Start Date: Upon Completion of Onboarding

End of Term: Will not automatically renew. Customer is responsible for formally renewing these Services by giving notice to ePlus prior to expiration of the Service Term in order to ensure continuous coverage.

Term Commitment. The parties agree that ePlus offers the pricing for the Services herein in reliance on Customer's commitment to the Service Term described in this SOW and that ePlus will be substantially damaged in amounts that will be difficult or impossible to determine if Customer terminates the Services early. Therefore, notwithstanding anything to the contrary in the Agreement, Customer may not terminate this SOW without cause. Termination for convenience does not apply to this SOW. Without limiting the foregoing, in the event of early termination, Customer shall pay to ePlus a termination fee equal to the amount of all non-recurring and recurring charges set forth in this SOW which would otherwise be due through the end of the Service Term. This clause is not intended to interfere with Customer's right to terminate the Services in subsequent fiscal years due lack of funding from appropriated and other lawful sources, provided that Customer shall use its best efforts to obtain annual appropriations for the full Service Term and that any termination for non-appropriation must be in whole and not in part.

LIABILITY. NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES OF ANY KIND, OR FOR DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR LOST PROFITS, EVEN IF FORESEEABLE, ARISING OUT OF OR CONNECTED WITH THIS SOW. THE TOTAL LIABILITY OF EPLUS AND ITS THIRD PARTY SERVICE PROVIDERS, IF ANY, SHALL BE LIMITED TO DIRECT DAMAGES, WHICH SHALL NOT EXCEED THE LESSER OF (I) AMOUNTS PAID FOR THE SERVICES DURING THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY OR (II) \$50,000.

Solution:

SKU	Product	Product Description	Term	Minimum Commit
ADPSTS003FE	Assured Data Protection Service Tier III	Rubrik appliance on-premises, replication to 2nd Rubrik instance, DRaaS, and archive enablement	12 Months	30TB
ADPMOS007	Assured Object Storage (Per GB)	Assured Managed Object Storage	12 Months	30TB

Fees:

SKU	Product	Unit	Quantity	List Price	Extended Price	Extended One Time	Monthly
ADPSTP015	Set Up & Onboarding	Each	1	\$1,694.74	-	\$1,610.00	-
ADPSTS003FE	Assured Data Protection Service Tier III	Each	30	\$249.69	\$237.21	-	\$7,116.30
ADPSTS003FE	Assured Data Protection Service Tier III – Overage	Each	Actuals	\$249.69	\$237.21	-	Actuals
ADPMOS007	Assured Object Storage (Per TB)	Each	30	\$9.25	\$8.79	-	\$263.70
ADPMOS007	Assured Object Storage (Per TB) – On Demand Overage	Each	Actuals	\$9.25	\$8.79	-	Actuals
Totals						\$1,610.00	\$7,380.00

Onboarding \$1,610.00 (Invoiced upon Signature)
Recurring \$7,380.00 / Month (Invoiced upon Signature)

Invoicing: Monthly

Additional Terms for Services Powered by Assured Data Protection: The Services identified on this order are provided by Assured Data Protection, Inc. ("ADP") and are being resold to Customer. Services shall be performed according to the documentation provided by ADP. The use of the Services shall be governed by the Master Services and License Agreement attached as Exhibit 1. ADP shall be solely responsible for providing the Services to Customer and Customer will look exclusively to ADP for any loss, claims, liability or damages arising from or related to the provision of the Services. Customer agrees to abide by all licensing provisions or end user agreements imposed by ADP or software publisher. Customer hereby releases ePlus from any and all claims arising from or relating to the purchase, sale or performance of such Services.

Complete service description is available at: <https://assured-dp.com/service-descriptions/>

Service Contact Information:

	Invoicing	Technical
Contact Name		
Title		
Street Address		
Email		
Phone		

Exclusions and Disclaimers

- ePlus will not be liable for any failure to perform the Services, to the extent that the failure is caused by Customer's lack of cooperation.
- ePlus will not be held responsible for data loss. Backups should be performed prior to work starting. All data is the responsibility of the Customer.
- Customer shall be solely responsible for complying with import and export control laws and regulatory requirements regarding its technology and any services or deliverables rendered in a different jurisdiction for the benefit of Customer.
- Replacement of equipment or parts pursuant to any EMS Service provided hereunder shall be in accordance with applicable manufacturer policies and availability.
- Services do not include resolution of software or hardware problems resulting from third party equipment or services or problems beyond ePlus' control, including but not limited to, any failure or delay of a 911 or similar emergency response system.
- ePlus may advise Customer in the resolution of software or hardware problems, however, ePlus is not liable for any damages that may occur as a result of the Customer's heeding of such advice.
- By signing this SOW, customer confirms they have received and read any applicable Service Description Documents

Change Order Procedures

- The Parties may make changes to this SOW from time to time in accordance with the Agreement and/or by executing a mutually agreed change request ("Change Order"). Execution of a Change Order shall be required for the following items:
 - Customer's requested changes to the level of Service;
 - ePlus' material changes to the scope of an applicable Service Description; and
 - An extension or modification of the term of this SOW, other than as provided above.
- In the event either party desires to change this SOW, the following procedures shall apply:
 - The party requesting the change will deliver a Change Order to the other party.
 - Upon execution of the Change Order, the Change Order will be incorporated into, and made a part of, this SOW.
 - Neither ePlus nor its subcontractor(s) is under any obligation to proceed with the Change Order until such time as the Change Order has been agreed upon by both parties.
- Whenever there is a conflict between the provisions set forth in a fully executed Change Order and those set forth in the original SOW, or previous fully executed Change Order, the provisions of the most recent fully executed Change Order shall prevail.

ePlus reserves the right to alter contract terms and pricing if not signed within 90 days from Revision Date. (Revision Date resides in document footer).

SOW Approval

This SOW is acceptable. Each party hereby acknowledges and confirms that it has read this SOW and accepts and approves the scope of work and terms and conditions. This SOW must be signed and returned before work can begin.

IN WITNESS WHEREOF, each of the parties has caused this SOW to be executed by its duly authorized representative.

ePlus Technology, inc.

Miami Parking Authority

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

MASTER SERVICES AND LICENSE AGREEMENT

1. DEFINITIONS

As used in this Agreement, the following terms shall have the corresponding definitions set forth below:

"Acceptable Use Policy" or **"AUP"** means the acceptable use policy for the Service, located at <https://assured-dp.com/acceptable-use-policy/>.

"Affiliate" means an entity that Controls, is Controlled by or is under common Control with Client or Assured.

"Appliance" means the computer server, including standard embedded software, additional components set out in an Order and any Enhancements, that shall be installed at Client's facility and shall submit Client Data to the Service.

"Authorized Contact Personnel" means personnel designated by Client in writing to have access to Support.

"Client" means Client or a Client Affiliate identified in an Order.

"Client Data" means Client's data and information submitted to the Service.

"Confidential Information" means the information identified in Section 9.

"Control" means the ownership of more than fifty percent (50%) of an entity's stock or other voting interest.

"Documentation" means the current technical and user documentation for the Service, located at <https://assured-dp.com/service-descriptions/>.

"Enhancements" means the updates, upgrades, modifications, new releases and corrective programming to the Service that are made available during the Service Term.

"Hosting Environment" means the environment utilized for the Hosting Services.

"Hosting Services" means the hosting of the Service by the Hosting Services Provider.

"Hosting Service Provider" means an entity that provides the Hosting Services.

"Order" means the document set out in Exhibit 1, or a subsequent document entered into by the parties, that grants Client the right to use the Service.

"Service" means the services, including, as applicable, the Appliance, described in an Order that will be provided by Assured to Client during the Service Term.

"Service Level Agreement" or "SLA" means the service level uptime for the Service, as set out in Exhibit 2.

"Service Term" means the term of the license to the Service set out in Section 13, below.

"Support" means the technical support for the Service described in Section 4, below.

"Support Guidelines" means the documentation that describes the Support for the Service.

"Term" means the term of this Agreement set out in Section 13, below.

"Territory" means the United States or the countries or locations identified in an Order.

"Warranty Period" means the ninety (90) day period following the date the Service is initially made available to Client.

2. SCOPE OF AGREEMENT; ORDERS

During the Term, Client may obtain the right to access and use the Service pursuant to the terms of this Agreement by executing an Order. Each Order shall incorporate this Agreement by reference, identify the Service Term and shall give rise to a separate and distinct contract under this Agreement. Any event of default under an Order shall not be considered, in and of itself, an event of default under any other Order. All references to Client in this Agreement shall apply to each Client referenced in an Order.

3. GRANT OF LICENSE

Assured hereby grants Client a non-exclusive, non-transferable license during the Service Term to: (i) access and use the Service from Client's location in the Territory; and (ii) to submit Client Data to the Service, as provided herein, subject to the Agreement and Order. The grant of rights hereunder is not a sale of the Service. Assured and its third-party providers reserve all rights not expressly granted by this Agreement.

4. SERVICE; SERVICE LEVEL

A. General

During the Service Term, the Service shall be made available to Client through the Hosting Services. Unless otherwise set out in an Order: (i) the current commercially available release of the Service shall be hosted in the Hosting Services; and (ii) Assured shall not provide any customization to the Service, integrate the Service to Client's environment, except as applicable to the Appliance, or perform any other consulting services. Assured shall have primary administrative rights and controls for the Service and Assured shall be responsible for all costs and expenses related to the development and hosting of the Hosting Services, including selecting the Hosting Service Provider.

B. Availability

Assured shall use commercially reasonable efforts to make the Service available in accordance with the SLA. If during any month Assured fails to satisfy the SLA, Client shall, as its sole and exclusive remedy, receive the service credit set out in the SLA.

C. Network Connections; User Credentials

Client shall be solely responsible for procuring and maintaining its network connections and telecommunications links from its network or systems to the Hosting Environment. Client shall be responsible for any problems, delays, delivery failures and all other loss or damage arising out of or relating to Client's network connections or telecommunications links, including the internet, to the Hosting Environment or Service.

D. Support

Assured shall provide Support for the Service during the Service Term. Support shall consist of: (i) email and telephone support to assist Client with the use of the Service; (ii) the correction of errors or non-conformities with the Service in accordance with the Support Guidelines; and (iii) Enhancements. The email and telephone support described herein shall be provided only to Authorized Contact Personnel during Assured's business hours. Assured shall use reasonable commercial efforts to implement Enhancements and perform other services that will minimally impact use of the Service. Certain Enhancements may require Client, in order to use the current release of the Service and access the Hosting Environment, to implement changes to Client's computer environment. If an Enhancement will require Client to make any changes, Assured shall provide Client with reasonable prior notice of the implementation of the Enhancements.

5. USE OF SERVICE

A. Entitlements

The Service shall only be used by and for the benefit of Client in accordance with this Agreement and an Order, including the AUP, and subject to any limitation set out in an Order. Unless permitted in an Order or agreed to by the parties in writing, Client shall not use the Service as a Service Provider nor shall the Service be used or accessed in excess of the entitlements set out in an Order.

B. Restrictions

Client shall not: (i) copy the Service, including any portion thereof; (ii) make derivative works of the Service, reverse engineer or decompile the Service, including any portion thereof; (iii) attempt to unlock or bypass any initialization system, encryption methods or copy protection devices in the Service; (iv) modify, alter or change the Service, including any proprietary notices; (v) use the Appliance independent of the Service; or (vi) use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or in violation of third party rights.

6. COMPLIANCE

A. Use of Service

Client shall comply with all applicable law, the terms of use of the Service that Assured may identify to Client from time to time, including the AUP, and the terms of services of any non-Assured provided applications that Client may use with the Service.

Client shall use commercially reasonable efforts to prevent unauthorized access to or use of the Service and shall promptly notify Assured of any unauthorized access or use that it becomes aware of.

B. Foreign Corrupt Practices Act.

Each party shall: (i) comply with all applicable laws relating to anti-corruption or anti-bribery, including but not limited to the requirements of the Foreign Corrupt Practices Act, as amended, ("FCPA") (15 U.S.C. §§78dd-1, et. seq.), the UK Bribery Act ("UKBA") and any legislation implementing the Organization for Economic Co-operation and Development "Convention on Combating Bribery of Foreign Public Officials in International Business Transactions" (the "OECD Convention") or other anti-corruption/anti-bribery convention; (ii) neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value received from the other party to a non-U.S. public official or any person in violation of the FCPA, UKBA and/or in violation of any applicable country laws relating to anti-corruption or anti-bribery. Neither party will (1) give, offer, promise or give a national of the U.K., U.S. or elsewhere, with the intention of inducing or rewarding a person to perform certain functions improperly, where there is an expectation that those functions are to be performed in good faith, impartially, or in a position of trust; or (2) request, agree to receive, or accept a financial or other advantage from another person whether a national of the U.K., U.S. or elsewhere, intending that, in consequence, a relevant function or activity (as explained above) should be performed improperly or as a reward for the improper performance of a relevant function.

C. Trade Compliance

Each party shall comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that apply to a U.S. company, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control. Client represents and warrants that Client and Client's financial institutions, or any party that owns or controls Client or Client's financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority.

7. CLIENT DATA

A. Assured Responsibilities

Assured shall maintain appropriate administrative, physical and technical safeguards and restrictions reasonably designed to: (i) insure the security, confidentiality, and integrity of Client Data in the Hosting Environment; (ii) protect against any anticipated threats or hazards to the security or integrity of Client Data in the Hosting Environment; and (iii) protect against unauthorized access to or use of such Client Data in the Hosting Environment that could result in substantial harm or inconvenience to Client. Safeguards shall include, without limitation, regular monitoring, and reasonable measures to prevent access, use, modification, or disclosure of Client Data by Assured personnel, except (a) to provide the Service and prevent or address service or technical problems, (b) as compelled by law in accordance with this Agreement, or (c) as expressly permit in writing by Client. Safeguards shall be materially consistent with the security requirements and safeguards generally utilized in the industry for protection of Client Data, subject to Client's obligations set out in this Agreement.

B. Notification

Assured shall notify Client in writing, as soon as reasonably possible (but in no case later than five (5) business days unless applicable privacy law or regulation require earlier or delayed notice, in which case Assured shall abide by such law or regulation) of: (i) any data breach of Client Data; (ii) any use or disclosure of Client Data that is materially contrary to the authorizations or obligations in this Agreement; or (iii) any unauthorized access to or acquisition of such Client Data that materially compromises the security, confidentiality, or integrity of such Client Data of which it becomes aware and which creates a substantial risk of identity theft or fraud against one or more of Client's customers.

C. Client Responsibilities

Client shall be solely responsible for all Client Data in transit to and from the Hosting Environment, including, without limitation, the accuracy, quality, integrity and legality of such Client Data, and Client shall encrypt all Client Data. Assured shall not be liable for any damages arising from the failure of Client to encrypt the Client Data or for any lost or damaged Client Data.

D. License to Client Data

Client owns and retains all rights in and to all Client Data. Client grants Assured a non-exclusive, non-transferable limited license to host, copy, transmit and display Client Data and any non-Assured applications utilized by Client with the Client Data, as reasonably necessary for Assured to provide the Service. Subject to the limited licenses granted herein, Assured acquires no right, title, or interest from Client under this Agreement in or to any Client Data or non-Assured applications licensed or owned

by Client. Client represents and warrants that the Client Data does not contain viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents, or programs.

8. FEES; PAYMENT TERMS

Client shall pay the fees set out in an Order. Client shall also pay applicable sales, use, value added, personal property, Internet-related or other taxes and government charges imposed on transactions hereunder, exclusive of Assured's net income or corporate franchise taxes. Unless set out in an Order, fees are due thirty (30) days from the date of invoice. Client shall pay a late charge of one percent (1%) per month or the highest amount permitted by law, whichever is lower, on any fees not paid by the due date. Unless identified in an Order, all fees are stated in and shall be paid in United States currency via an approved electronic method.

9. CONFIDENTIALITY

A. Definition

During the Term, Assured and Client may have access to Confidential Information of the other party. Confidential Information means all confidential and proprietary information of either party that may be disclosed (the "**Disclosing Party**") to the other party (the "**Receiving Party**") under this Agreement; including, but not limited to: (i) this Agreement, Orders, Documentation, Support Guidelines and SLA; (ii) customer and prospect lists, existing agreements with vendors and business partners; (iii) pricing proposals, financial and other business information, data processes and plans; (iv) research and development information, analytical methods and procedures, hardware design; (v) business practices, marketing, methods, know-how, processes, designs, performance tests, product evaluations, Appliance, Service, software, bug fixes and reported problems with the Service or Appliance; (vi) Client Data, information concerning the personnel, clients and potential clients of the Disclosing Party; and (vii) any other information identified in writing as confidential or information that the Receiving Party knew or reasonably should have known was confidential.

B. Use of Confidential Information

Confidential Information shall be used solely for the Receiving Party's performance under this Agreement and the exercise of its rights hereunder and shall not be disclosed to any third party. The Receiving Party shall take reasonable precautions, at least as great as the precautions it takes to protect its own confidential information, to maintain the Confidential Information of the Disclosing Party in strict confidence. Assured may, subject to the terms of this Agreement, disclose Client's Confidential Information to an Affiliate or a third-party consultant assisting Assured with the performance of Support or any of Assured's other obligations under this Agreement. Assured shall require such Affiliate or consultant to agree in writing to confidentiality provisions at least as protective of confidential information as the provisions set out herein.

C. Exclusions

Confidential Information shall not include any information that the Receiving Party can establish: (i) is or subsequently becomes publicly available through no act or omission of the Receiving Party; (ii) was in the Receiving Party's lawful possession prior to disclosure of such information; (iii) is subsequently disclosed to Receiving Party by a third party who is not in breach of an obligation of confidentiality; or (iv) is independently developed by the Receiving Party without the use or benefit of the Confidential Information. Confidential Information may be disclosed under a court order, or a valid subpoena, to the extent counsel for the Receiving Party determines in its reasonable discretion that the disclosure of such Confidential Information is reasonably required and promptly notifies the Disclosing Party in writing of such determination and provides the Disclosing Party an opportunity to seek an appropriate protective order prior to disclosing such Confidential Information.

D. Injunctive Relief

The Disclosing Party may be irreparably damaged if the obligations under this Section 9 are not enforced and such party may not have an adequate remedy in the event of a breach by the Receiving Party of its obligations hereunder. The parties agree, therefore, that the Disclosing Party may be entitled, in addition to other available remedies, to an injunction restraining any actual, threatened, or further breaches of the Receiving Party's obligations under this Section or any other appropriate equitable order or decree.

10. INDEMNIFICATION

A. Mutual

Each party (the "**Indemnifying Party**") shall indemnify, defend, and hold the other party (the "**Indemnified Party**") harmless from all losses, damages, costs, and expenses incurred by the Indemnified Party resulting from (i) the Indemnifying Party's gross negligence or willful misconduct; or (ii) bodily injury, including death, or damage to tangible property caused by the Indemnifying Party's negligence.

B. Intellectual Property

Assured shall indemnify, defend and hold Client, its officers, directors and employees, harmless from all losses, damages, costs and expenses to the extent they arise out of any claim by a third party that the Service, when used in accordance with the Documentation and in compliance with the terms of this Agreement and the applicable Order, infringe or misappropriate any copyright, trade secret, United States trademark or United States patent.

C. Assured Obligations

If the Service are subject to a claim of infringement or misappropriation, or if Assured reasonably believes that the Service may be subject to such a claim, Assured shall have the right to: (i) replace the Service, as applicable, with functionally equivalent technology; (ii) modify the Service, while retaining substantively equivalent functionality; (iii) procure at no cost to Client the right to continue to use the Service; or (iv) if the foregoing is not commercially reasonable, direct Client to terminate use of the Service. If Assured directs Client to terminate use of the Service (or a permanent injunction is issued against such use), Client shall immediately terminate such use and Client's remedies, in addition to the indemnification set out herein, shall be limited to a refund of any pre-paid fees for the Service for the remaining months in the Service Term.

D. Exclusions

Assured shall have no obligation to indemnify Client under this Section 10 if the infringement or misappropriation results from: (i) Client's combination, operation or use of the Service with non-Assured provided products if such claim of infringement or misappropriation would have been avoided had such combination, operation or use not occurred; (ii) Client's use of the Service in breach of this Agreement or Order; (iii) Client Data or a non-Assured provided application; or (iv) unauthorized modification of the Service.

E. Client Obligations

Client shall indemnify, defend and hold harmless Assured, its officers, directors and employees, from all losses, damages, costs and expenses arising from or in connection with: (i) the unauthorized use of the Service; or (ii) a claim that the Client Data infringes or misappropriates any third party intellectual property right or violates any applicable federal, state or local laws, rules, statutes and regulations.

F. Process

The Indemnified Party shall promptly notify the Indemnifying Party of any claim covered under this Section 10. The Indemnifying Party shall have control of the defense of any such claim and shall defend at its own expense, any such claim or litigation, including the right to settle any such claim. The Indemnified Party shall reasonably cooperate with Indemnifying Party, upon Indemnifying Party's request and at Indemnifying Party's cost, to defend such claim. Indemnified Party may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

11. WARRANTIES

A. General

Each party represents and warrants that: (i) it has and will continue to have during the Term all rights, power, and authority necessary to enter into this Agreement and perform all of its obligations hereunder; (ii) the performance of its obligations under this Agreement does not and will not violate any law applicable to such party's performance, any rights of any third party, or any agreement by which such party is bound; and (iii) it will procure all rights, certificates, licenses, permits or other approvals required for its performance under this Agreement.

B. Performance

Assured further represents and warrants that during the Warranty Period that the Service shall perform all material functions set out in the Documentation and shall otherwise operate in substantial accordance with such Documentation. If during the Warranty Period the Service fails to comply with this warranty, Client shall promptly notify Assured in writing of any alleged errors or non-conformities with the Service. Thereafter, Assured shall have thirty (30) days from receipt of such notice or an additional period of time as reasonably agreed to by the parties to correct such errors or non-conformities in accordance with the Support Guidelines. If Assured is unable to timely correct such errors or non-conformities, Client may elect to terminate the license to the Service.

C. Disclaimer

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE SERVICE ARE PROVIDED "AS IS" AND ASSURED DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

12. LIMITATION OF LIABILITY

EXCEPT FOR EITHER PARTY'S LIABILITY UNDER SECTIONS 9 AND 10, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. EXCEPT FOR ASSURED'S LIABILITY ARISING UNDER SECTION 10, ASSURED'S TOTAL LIABILITY, IN TORT, CONTRACT OR OTHERWISE, FOR ANY CLAIM ARISING UNDER THIS AGREEMENT, SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO ASSURED UNDER THE APPLICABLE ORDER DURING THE PRIOR TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM. The rights and remedies set out in this Agreement allocate the risks between Assured and Client under this Agreement and the fees set out in an Order reflect the allocation of risks.

13. TERM; TERMINATION

A. *Agreement*

The term of this Agreement shall commence on the Effective Date and shall remain in effect until terminated as set out herein (the "**Term**"). The term of an Order shall commence on the Effective Date of such Order and shall remain in effect for the term identified in the Order (the "**Service Term**"). Unless otherwise provided in an Order, the Service Term shall automatically renew in additional twelve (12) month terms unless either party provides the other party with notice of termination at least thirty (30) days prior to the expiration of the then current Service Term of the intent to terminate. Upon commencement of a Service Term renewal, Assured may upon notice to Client increase the fees for the Service by up to 5%.

B. *Termination*

This Agreement may be terminated by either party upon written notice to the other party if: (i) the other party is in breach of any material obligation under this Agreement and such breach continues uncorrected for a period of thirty (30) days after notice or an additional period of time as may be agreed to by the parties; or (ii) the other party becomes insolvent or is adjudged as bankrupt under Chapter 7 of the United States Bankruptcy Code, makes an assignment for the benefit of creditors; has a receiver appointed or files a petition of bankruptcy. Notwithstanding the foregoing, Assured may, in its sole option, terminate this Agreement or suspend performance arising from a breach by Client, including, without limitation, use of the Service in a manner inconsistent with the terms of this Agreement or Client commits an act constituting a criminal activity, or fraud.

C. *Effect of Termination*

Except as provided herein, upon termination or expiration of the Term: (i) all rights granted under this Agreement shall terminate immediately and Client shall immediately cease use of the Service and any other Confidential Information of Assured; (ii) Client shall pay any and all sums then owing to Assured as of the effective date of termination; and (iii) the parties shall promptly return or destroy all Confidential Information of the other party in its possession. Upon termination or expiration of a Service Term, the rights granted under the Order, and each party's obligation thereunder, shall immediately terminate.

D. *Survival*

Sections 7-10, 12, 13 and 15 shall survive termination of this Agreement indefinitely or to the extent set out therein.

14. PUBLICITY

Assured may use Client's name and logo to identify Client as a customer of Assured. Subject to Client's consent, which shall not be unreasonably withheld, delayed, or denied, Assured may prepare a press release, case study or other collateral regarding Client's use of the Service. Upon termination of this Agreement, Assured shall cease use of Client's name and logo, but Assured may continue to use Client's name and logo in any materials produced prior to termination of this Agreement. Except as provided herein, neither party shall use the name of the other party in publicity releases or similar activity without the consent of the other party.

15. GOVERNING LAW; DISPUTE RESOLUTION

A. *Governing Law*

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia, excluding its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. Any dispute arising under this Agreement shall be brought in a state or federal court located in Alexandria, Virginia. Neither party shall be entitled to bring any claim under this Agreement more than twenty-four (24) months after the cause of action upon which the claim is based arose.

B. Arbitration

Except as provided in Section 9(D), above, or any other circumstance in which a party is authorized under this Agreement to seek an injunction or other equitable relief, any controversy or claim arising out of or relating to this Agreement, including the determination of whether a dispute between the parties is subject to this provision, shall be settled by binding arbitration. The arbitration shall be held in the Washington, D.C. metropolitan area before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The decision of the arbitrator shall be rendered within thirty (30) days following conclusion of the arbitration, shall be in writing and shall set forth in detail the reasons for such decision. Judgment upon the award may be entered in any court of competent jurisdiction. The arbitrator shall not award punitive or exemplary damages or any damages in excess of the limitations set out in this Agreement. Notwithstanding the above, Assured may bring legal action to recover any amounts due under this Agreement. The parties shall maintain the confidential nature of the arbitration proceeding and any award, except as may be necessary to prepare for or conduct the arbitration hearing or in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law. In the event of any action or proceeding (including arbitration) brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees arising from such action or proceeding.

16. GENERAL

A. Assignment

Neither party shall assign its rights under this Agreement without the other party's prior written consent, which consent shall not be unreasonably withheld, delayed or denied. Notwithstanding the foregoing, Assured may upon written notice to Client assign this Agreement to an Affiliate or a third party that acquires all or substantially all of Assured's equity or assets. This Agreement shall be binding upon and inure to the benefit of Assured and Client and their successors and permitted assigns.

B. Waiver

No course of dealing or failure to enforce any provision of this Agreement or any Order shall constitute a waiver of any rights under this Agreement or an Order. To be effective, any waiver to this Agreement must be in writing and signed by both parties.

C. Notice

Any notice alleging a breach of this Agreement shall be in writing and shall be sent by overnight courier or delivered in person to the party's address set forth in this Agreement. Any other notice required to be provided under this Agreement may be sent by U.S. mail or e-mail to the individual designated by each party.

D. Severability

If any provision of this Agreement, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall be severed therefrom and the remaining provisions of the Agreement shall remain in full force and effect.

E. Force Majeure

Except for Client's payment obligations, neither party shall be liable for any failure to perform or for delay in performance due to causes beyond its reasonable control.

F. Audit Rights

Assured (or a third party designated by Assured) shall have the right, upon reasonable notice to Client, one (1) time per each twelve (12) month period and at Assured's sole cost and expense during regular business hours to conduct an audit of Client's use of the Service. Any such audit shall consist solely of a review of Client's compliance with the terms and conditions of this Agreement. Client shall provide all reasonable assistance to Assured during such review. If an audit determines that Client's use of the Service fails to comply with the terms of the Agreement, Client shall reimburse Assured for the cost of such audit.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Assured and Client, and supersedes all proposals, understandings, representations, prior agreements, or communications relating to the Service and the subject matter of this Agreement. This Agreement also supersedes any pre-printed terms contained on any purchase order or similar document issued by Client. Client has not been induced to enter into this Agreement by any representations or promises not specifically stated herein. Neither this Agreement nor any Order shall be construed against the party that has prepared such Agreement or Order, but instead shall be construed as if both parties prepared the Agreement or Order. This Agreement shall only be modified or amended upon the

written agreement of the parties. This Agreement, an Order or any modifications or amendments thereto shall be signed by authorized representatives of the parties.

AGREEMENT

#: UVA-AGR-IT-00178-ePlus

This Agreement is by and between The Rector and Visitors of the University of Virginia (the "University") and ePlus Technology inc ("Selected Firm"). This Agreement shall be effective on the last signature date of the signing parties.

TERM

The term of this Agreement will be in effect until December 31, 2025 with two 2-year renewal options. The University reserves the right to terminate this Agreement at any time by providing 30 days written notice to the Selected Firm.

WITNESS

By its Request for Proposal (RFP) #RFP-UVA-00011-MW082019, Technology Value-Added Resellers, the University requested proposals from firms to provide a broad range of technology products, services and solutions ("Goods and/or Services") to meet the requirements of the University and the Virginia Higher Education Procurement Consortium ("VHEPC") and its members (collectively the "University"). In response to the RFP, Selected Firm submitted a proposal. The University and Selected Firm wish to express in this Agreement the basis on which Selected Firm will provide the Goods and/or Services to the University. Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

I. Contents

These documents are hereby incorporated into this Agreement either as an attachment or by reference:

- A. Agreement Attachment A, General Contractual Provisions
- B. Agreement Attachment B, Specific Contractual Provisions
- C. Agreement Attachment C, Goods & Services / Pricing – Fees - Discounts
- D. Agreement Attachment D, Statement of Work (SOW) Template
- E. The RFP (by reference); and
- F. Selected Firm's proposal in response to the RFP (by reference).

To the extent that the terms of this Agreement and/or the various Agreement documents are in conflict, the order of precedence shall be (i) this Agreement, (ii) the Agreement Attachments in the order they are listed above, (iii) the RFP, and then (iv) the Selected Firm's proposal in response to the RFP.

II. Specific Provisions

A. Goods and/or Services and Pricing/Fees/Discounts

The Goods and/or Services the Selected Firm may be requested to provide under this Agreement, to include the fee/rate structure/pricing methodology, are shown in Attachment C. Goods and/or Services will be provided on an as needed basis. As such, the University makes no guarantee that Goods and/or Services will be requested/purchased during the Term. The University and Selected Firm reserve the right to renegotiate the price of the Goods and/or Services as needed throughout the term of this Agreement. Any changes will be reflected in an updated / revised Attachment C. Selected Firm represents that the pricing set forth at Attachment C is comparable to contract pricing (not transactional pricing) offered to other state or local governmental entities in the U.S. that purchase substantially the same quantity Goods and/or Services from Selected Firm under the same or similar terms and conditions

B. Ordering Procedures

A proposal for Goods and/or Services must be specifically requested of Selected Firm by the University. When such Goods and/or Services are specifically requested, Selected Firm will prepare a quote and/or statement of work ("SOW") as applicable.

SOWs will be in a form substantially similar to the form described in Attachment 4, Sample Statement of Work, and will reference this Agreement. Unless otherwise agreed to by the parties, additional contractual provisions may not be introduced in the proposed SOW. In addition, the SOW may not be marked as proprietary or confidential. SOWs will be used solely to describe the personnel, Services, deliverables, and applicable fees, and will be mutually agreed upon by the University and Selected Firm.

If the University desires to have Selected Firm provide the Goods described in a quote or Services described in a proposed statement of work, the University will issue a Purchase Order. The University Purchase Order shall be deemed to be accepted by Selected Firm within two business days after the Purchase Order is issued unless Selected Firm provides a notice of rejection to University.

C. Delivery/Shipping

Deliveries to Members range from, but are not limited to: (1) one central receiving location, (2) multi-campus locations, (3) campus building(s), or (4) department(s). Frequency of delivery may range from: (1) daily, (2) weekly, (3) monthly, or (4) as needed to assure that institutions' needs are met. Delivery may be based on storeroom delivery, Just-in-Time agreements, drop shipments, and delivered and installed. Normal delivery of orders must be accomplished at established times as set by the Member. Order Fill rate shall be maintained at 95% or greater as defined in Section D, above. Selected Firm(s) shall have the capability of expediting the delivery of orders to assure no shortage of product during installation. Title and risk of loss shall pass to the Member at the F.O.B. destination point. The title and risk of loss of the goods shall not pass to a given Member until receipt of the goods at the point of delivery. The products furnished shall be delivered F.O.B. Destination, Full Freight Allowed (Selected Firm pays freight). Selection of a carrier for shipment will be Selected Firm's option unless otherwise specified by the Member. If special delivery or handling charges are applicable they shall be pre-approved by the Member. Selected Firm shall maintain records evidencing the delivery of goods and upon request by the Member provide such proof of delivery.

D. Defective Products

All defective products shall be replaced and exchanged by the Selected Firm. The cost of transportation, re-shipping or other like expenses shall be paid by the Selected Firm and in the case of certain, special orders, other reasonable charges may be paid by the Selected Firm as defined in the order or as otherwise agreed to by the Parties. All replacement products must be received by the University within seven (7) days of initial notification, when such products are in Selected Firm stock; if replacement product is not in Selected Firm's stock, Selected Firm will use commercially reasonable efforts to order the product within one (1) business day of the initial notification from the University and will ensure product is received within seven (7) days after Selected Firm's receipt of the product

E. Payment Terms

Selected Firm agrees to the following payment term. All payments will be made by check.

- ☒ Net 45
- ☐ .5% 30 / Net 45
- ☐ 1% 25 / Net 45
- ☐ 1.5% 20 / Net 30
- ☐ 2% 15 / Net 30

The Selected Firm may at any time during the term of this Agreement switch their payment method to either Ghost Card (ePayables) or ACH (Paymode -X). The Selected Firm must contact the University's banking service provider, Bank of America, or its partner Paymode-X, to setup one of these payment options.

Contact Information:

- ePayables: 855-637-8396 or email at virginia@supplier-services.com
- Paymode-X: 800-331-0974 or www.paymode.com/universityofvirginia

NOTE: Each VHEPC Member may establish their own invoicing/payment terms and requirements with the Selected Firms as needed.

F. Membership Addendum

Each Member of VHEPC may negotiate their own Addendum with Selected Firm to meet specific Member requirements.

G. Reporting Requirements

If requested, the Selected Firm will provide purchasing data on all transactions. This data will include the following:

- a. University Name
- b. PO Number
- c. Customer PO Number
- d. Order Date
- e. Invoice Number
- f. Invoice Date
- g. Vendor Part Number
- h. Manufacturer
- i. Manufacturer Part Number
- j. Product Description
- k. Product Category
- l. UNSPSC Code
- m. Quantity
- n. Unit List Price
- o. Unit Net Price
- p. Extended Net Volume
- q. Quote Number*
- r. Contract Number
- s. Software License Level*
- t. Maintenance Start Date*

u. Maintenance End Date*

v. Media*

*if applicable

H. Contract Administration

1. Primary Administration: Individual University departments and VHEPC members are the point of contact for day-to-day operations under this Agreement. Individual University departments or VHEPC cannot approve amendments to this Agreement or price changes.
2. Secondary Administration: Selected Firm will channel all Contract Administration questions not pertaining to a specific service or departmental / VHEPC members request through the VHEPC and University's Procurement & Supplier Diversity Service department, and specifically the individuals named below:

a. VHEPC

Ryan Balber
Director, VHEPC
Carruthers Hall, 1001 N. Emmet Street
Charlottesville, Virginia 22904-4202
Phone: 434-297-6099; Mobile 217-649-9700
Email: rb7pq@virginia.edu

b. University of Virginia

Michael Warlick, Senior Buyer
Procurement & Selected Firm Diversity Services
University of Virginia
Carruthers Hall, 1001 N. Emmet Street
PO Box 400202
Charlottesville, Virginia 22904-4202
Phone: 434-924-8918; Email: warlick@virginia.edu

ACCEPTANCE

For the Rector and Visitors
of the University of Virginia

DocuSigned by:

John McHugh

308C50E51C53410

John McHugh, Interim Director
Procurement & Supplier Diversity Services

Date: 2/20/2020

For Selected Firm

DocuSigned by:

Steve Mencarini

73607749337F477

Name: Steve Mencarini
Title: SVP
Firm: ePlus Technology inc

Date: 2/20/2020

ATTACHMENT A GENERAL CONTRACTUAL PROVISIONS

- A. Nondiscrimination
During the performance of this Agreement, Selected Firm will comply with the contract provisions contained in Section 2.2-4311 (1) & (2) of the Code of Virginia or any successor provisions which may be applicable to this Agreement. Also, in accordance with Section 2.2-4343.1, the University does not discriminate against faith-based organizations.
- B. Conflict of Interests
Selected Firm represents to the University that its entering into this Agreement with the University and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by the Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics In Public Contracting Act (Va. Code 2.2-4367 *et seq*), the Virginia Governmental Frauds Act (Va. Code 18.2-498.1 *et seq*) or any other applicable law or regulation.
- C. Independent Contractor
Selected Firm is not an employee of the University, but is engaged as an independent Selected Firm. Selected Firm will indemnify and hold harmless the Commonwealth of Virginia, the University, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to Selected Firm's performance of this Agreement. Nothing in this Agreement will be construed as authority for Selected Firm to make commitments which will bind the University, or to otherwise act on behalf of the University, except as the University may expressly authorize in writing.
- D. Workers' Compensation and Employers' Liability
Selected Firm will (i) maintain Employers Liability coverage of at least \$100,000 and (ii) comply with all federal or state laws and regulations pertaining to Workers' Compensation requirements for insured or self-insured programs.
- E. Drug-Free Workplace
Selected Firm, its agents and employees are prohibited, under the terms of this Agreement, Code of Virginia Section 2.2-4312, and the Commonwealth of Virginia, Department of Human Relations Management Policy Number 1.05, from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on University property.
- During the performance of this Agreement, Selected Firm agrees to 1) provide a drug-free workplace for Selected Firm's employees; 2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Selected Firm's workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of Selected Firm that it maintains a drug-free workplace; and 4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific agreement awarded to a Selected Firm, the employees of whom are prohibited from engaging in the unlawful manufacturing, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Agreement.

F. Information Technology Access

All electronic and information technology procured through this agreement must meet the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended and is viewable at <http://www.section508.gov>. Additionally, in accordance with § 2.2-3504 of the Code of Virginia, the following will apply to all information technology Agreements:

NON-VISUAL ACCESS TO TECHNOLOGY: All information technology (the "Technology") which is purchased or upgraded by the University will comply with the following non-visual access standards from the date of purchase or upgrade until the expiration of this Agreement:

- Effective, interactive control and use of the Technology will be readily achievable by non-visual means;
- Technology equipped for non-visual access will be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
- Non-visual access technology will be integrated into any networks used to share communications among employees, program participants or the public; and
- Technology for non-visual access will have the capability of providing equivalent access by non-visual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing non-visual access standards will not be required if the Director of Procurement and Supplier Diversity Services, University of Virginia determines that 1) the Technology is not available with non-visual access because the essential elements of the Technology are visual and 2) non-visual equivalence is not available.

Installation of hardware, software, or peripheral devices used for non-visual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information will permit the installation and effective use of non-visual access software and peripheral devices.

If requested, the agreement must provide a detailed explanation of how compliance with the foregoing non-visual access standards is achieved and a validation of concept demonstration.

G. Unauthorized Alien Use

Selected Firm warrants that it does not knowingly employ an "unauthorized alien," as such term is defined in the federal Immigration Reform and Control Act of 1986. Selected Firm furthermore agrees that, during the term of this Agreement, it will not knowingly employ an unauthorized alien.

H. Additional Federal Grant Provisions

The following provisions apply to a contract made under a federal grant: [Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards](#).

I. Assignment

Neither party to this Agreement will have the right to assign this Agreement in whole or in part without the prior written consent of the other.

J. Amendments

No amendment of this Agreement will be effective unless it is reduced to writing and executed by the University's Director of Procurement and Supplier Diversity Services and by the individual signing Selected Firm's proposal or by other individuals named by either party as specified in the

Notices provision below. If Selected Firm deviates from the terms of this Agreement without a written amendment, it does so at its own risk.

K. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt, or (4) if sent by facsimile, when received (as verified by sender's machine) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

Procurement and Supplier Diversity Services
University of Virginia
P.O. Box 400202
Charlottesville, Virginia 22904-4202
Phone: 434-924-4019
Fax: 434-982-2690

If to Selected Firm:

The person signing Selected Firm's proposal in response to the University's RFP, at Selected Firm's address indicated in such proposal; or to such other person or address as either may designate for itself in writing and provide to the other.

L. University Registration

Selected Firm agrees to register and remain registered as a supplier with the University during the term of this Agreement, and to comply with all applicable terms and conditions associated with registration.

M. eVA Registration / Transaction Fee

The eVA Internet electronic procurement solution is the Commonwealth of Virginia's comprehensive electronic procurement system. The portal is a gateway for firms to conduct business with state agencies and public bodies. All agencies and public bodies are expected to utilize eVA and all firms desiring to provide goods and/or services in the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution.

Selected Firm is required to register in the eVA Internet e-procurement solution as a condition of award and remain eVA registered during the term of this Agreement. Selected Firm will be subject to an eVA transaction fee, for which Selected Firm will be invoiced by Commonwealth of Virginia, Department of General Services. Selected Firm may not recoup the eVA fee by invoicing the University for the fee. Additional information is available at www.eva.virginia.gov

N. Waiver

No waiver of any right will be deemed a continuing waiver, and no failure on the part of either party to exercise wholly or in part any right will prevent a later exercise of such or any other right.

O. Indemnification

Selected Firm will indemnify and hold harmless The Commonwealth of Virginia, The Rector and Visitors of the University of Virginia, and its agents, employees and officials from any and all costs, damage or loss, claims, liability, damages, expenses (including, without limitation,

attorneys' fees and expenses) caused by or arising out of the performance or non-performance of this Agreement by Selected Firm or its agents or subcontractors, including the provision of any services or products. Selected Firm warrants that the products, services provided the University may be used by the University without being in violation of any copyright, patent or similar property right or claim by others and will defend, indemnify and save the University (its employees and agents) from and against any such claim.

P. Termination

If Selected Firm fails to provide quality goods or services in a professional manner, solely as determined by the University, and, upon receipt of notice from the University, does not correct the deficiency to the University's satisfaction within 15 calendar days or a time agreed to by both parties in writing, the University reserves the right to terminate this Agreement upon written notice to Selected Firm.

In addition, this Agreement may be terminated by the University for convenience by providing 30 days' notice. The University remains responsible for payment of all products and services it has implemented, used or purchased through the time of termination.

Q. Non-Appropriation

Funding for any Agreement between the University and Selected Firm is dependent at all times upon the appropriation of funds by the Virginia General Assembly and/or any other organization of the Commonwealth authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then this Agreement may be terminated by the University effective the last day for which appropriated funding is available.

R. Right of Audit

The University reserves the right to audit or cause to be audited Selected Firm's books and accounts regarding the University's account at any time during the term of this Agreement and for three years thereafter. Selected Firm will make available to the University all books and records relating to performance of this Agreement as may be requested during said period. This specifically includes, but is not limited to, the right of the University to require Selected Firm perform self-audits within reasonable parameters established by the University.

S. Contractual Claims Procedure

The Virginia Acts of Assembly of 2007, Chapter 943, Chapter 3, Exhibit P and its attachments requires contractors with the University to submit any claims, whether for money or other relief, in writing no later than 60 days after final payment; however, written notice of the contractors intention to file such a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based.

The University's procedure for deciding such contractual claims is:

1. Selected Firm must provide the written claim to:
Assistant Director of Procurement and Supplier Diversity Services
University of Virginia
Carruthers Hall
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia 22904-4202
2. Although Selected Firm may, if it chooses, attempt to resolve its claim by dealing with a University department other than the one stated in Section A above, Selected Firm must submit any unresolved claim in writing no later than 60 days after final payment to the Assistant Director of Procurement and Supplier Diversity Services if it wishes to pursue its claim.

3. Upon receiving the written claim, the Assistant Director of Procurement and Supplier Diversity Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with Selected Firm. If such discussion is to be held, the Assistant Director of Procurement and Supplier Diversity Services will contact Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Assistant Director and Selected Firm mutually agree.
4. The Assistant Director of Procurement and Supplier Diversity Services will mail his or her decision to Selected Firm within 60 days after receipt of the claim. The decision will state the reason for granting or denying the claim.

5. Selected Firm may appeal the decision to:
Director of Procurement and Supplier Diversity Services
University of Virginia
Carruthers Hall
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia 22904-4202

Provide a written statement explaining the basis of the appeal within 15 days after Selected Firm's receipt of the decision.

6. Upon receiving the written appeal, the Director of Procurement and Supplier Diversity Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with Selected Firm. If such discussion is to be held, the Director of Procurement and Supplier Diversity Services will contact Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Director of Procurement and Supplier Diversity Services and Selected Firm mutually agree.
7. The Director of Procurement and Supplier Diversity Services will mail his or her decision to Selected Firm within 60 days after the Director of Procurement and Supplier Diversity Services receipt of the appeal. The decision will state the reasons for granting or denying the appeal.

Nothing in this procedure will preclude either party from filing a claim in any court of the Commonwealth of Virginia to seek legal or equitable remedy if a dispute should arise, in addition to such other remedies as are expressly provided in this Agreement. Selected Firm may not, however, file such claim unless and until it has complied fully with the procedure set forth in this provision.

T. Cooperative Procurement / Use of Agreement by Third Parties

It is the intent of this Agreement to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University related foundation may access this Agreement if authorized by Selected Firm.

Participation in this cooperative procurement is strictly voluntary. If authorized by Selected Firm, this Agreement may be extended to the entities indicated above to purchase at fees in accordance with this Agreement. Selected Firm will notify the University in writing of any such entities accessing this Agreement. No modification of this Agreement or execution of a separate agreement is required to participate. Selected Firm will provide semi-annual usage reports for all entities accessing this Agreement. Participating entities will place its own orders directly with Selected Firm and will fully and independently administer its use of this Agreement to include

contractual disputes, invoicing and payments without direct administration from the University. The University will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by Selected Firm to extend this Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of this Agreement no matter the circumstances.

Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes as the need may be.

U. The University's Authorized Representatives

The only persons who are or will be authorized to speak or act for the University in any way with respect to this Agreement are those whose positions or names have been specifically designated in writing to Selected Firm by the University's Director of Procurement and Supplier Diversity Services.

V. Purchasing Manual

This Agreement is subject to the provisions of the Commonwealth of Virginia "Purchasing Manual for Institutions of Higher Education and Their Vendors" and any subsequent revisions, which is available at this web site: <https://vascupp.org/hem.pdf>

W. Small, Women-owned and Minority-owned (SWaM) Business Reporting

Selected Firm will identify and fairly consider SWaM firms for subcontracting opportunities when qualified SWaM firms are available to perform a given task in performing for the University under the resulting Agreement. Selected Firm will submit a quarterly SWaM business report to the University by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January. Selected Firm will submit the quarterly SWaM business reports to:

Lorie Strother
SWaM Contract Administrator
Procurement and Supplier Diversity
Services E-mail: email: ljs8n@virginia.edu

The quarterly SWaM business reports will contain this information:

- o SWaM firm's name, address and phone number with which Selected Firm has contracted over the specified quarterly period.
- o Contact person at the SWaM firm who has knowledge of the specified information.
- o Type of goods and/or services provided over the specified period of time.
- o Total amount paid to the SWaM firm as it relates to the University's account.

Selected Firm's failure to provide SWaM reports on a quarterly basis which contain the information required by this section and/or Selected Firm's failure to comply with the plan for utilizing SWaM businesses submitted by Selected Firm as part of its proposal and/or negotiation response may be grounds for debarment pursuant to Section 9. G. 4 of the "Purchasing Manual for Institutions of Higher Education and their Vendors."

X. Goods and/or Services

During the term of this Agreement, Selected Firm will provide for the University the goods and/or services offered to the University by the firm in its proposal and/or any addenda to its proposal which has been approved in writing by the University and as may be further specified by the University in writing when it selected the firm.

Y. Future Goods and/or Services

The University reserves the right to have Selected Firm provide additional goods and/or services that may be required by the University during the Term of this Agreement. Any such goods and/or services will be provided under the same terms and conditions of this Agreement. Such additional goods and services may include other products, components, accessories, subsystems or services provided by Selected Firm. These additional goods and services will be provided to the University at Favored Customer pricing.

Z. DELETED

AA. Ordering Procedures

The University does not place verbal orders for the Goods and/or Services. The University may only place orders for the Goods and/or Services by issuing a formal written Purchase Order in advance of Selected Firm's provision of the Goods and/or Services. Accordingly, at the University's request, Selected Firm will issue a proposal/quotation listing the Goods and/or Services desired by the University and the corresponding fees and/or fee estimates. After any necessary discussions and/or revisions, the University will issue a corresponding Purchase Order for a specified fee amount. This specified fee amount cannot be exceeded by Selected Firm unless a new formal written Purchase Order or Purchase Order revision is issued by the University authorizing a specific additional fee amount. Under no circumstances does the University authorize Selected Firm to provide the Goods and/or Services before receipt of a formal written Purchase Order corresponding to its proposal/quotation. If Selected Firm provides Goods and/or Services prior to receipt of a formal written Purchase Order, or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.

BB. Marketing

The University encourages Selected Firm to appropriately and specifically market itself to applicable end-using University departments that may be interested in Selected Firm's Goods and/or Services. However, Selected Firm will not use non-specific mass marketing formats; such as, but not limited to, spam, emails and junk mail. In the event that Selected Firm engages in non-specific mass marketing formats, the University, in its sole discretion, may choose to terminate this Agreement.

CC. Compliance

Selected Firm will comply with all applicable laws and industry standards in performing services under this Agreement. Any Selected Firm personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities.

DD. Intellectual Property Rights/Disclosure

Unless expressly agreed to the contrary in writing, all goods, products, materials, documents reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Selected Firm (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University. Selected Firm warrants to the University that the University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from this Agreement and will have full ownership and beneficial use thereof free and clear of claims of any nature by any third party including without limitation copyright or patent infringement claims. Selected Firm will execute any assignments or other documents needed for the University to perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

EE. Data and Intellectual Property Protection

Sensitive, non-public "University Data" is strictly regulated by state or federal law. Such data includes but is not limited to: business, administrative and financial data, intellectual property, and patient, student and personnel data. If Selected Firm will receive, create, or come into non-incidental contact with University Data, Selected Firm agrees to abide by the terms and conditions of the Data Protection Addendum. Further, if Selected Firm will receive, create, or come into non-incidental contact with patient or University health plan participant Protected Health Information as that term is defined in 45 C.F.R. § 160.103, Selected Firm is a Business Associate, and agrees to abide by the terms and conditions of the Business Associate Addendum in addition to the Data Protection Addendum.

FF. Brand Standards

Selected Firm warrants that any Creative Work produced for the University (1) will comply with the University's brand standards and (2) in its end application, will fit the visual look and feel of the overall brand aesthetic, brand concept, color palette, visual effects, photographic and video style standards, and make correct use of all marks including logos and identity components. Selected Firm agrees that the University, in its sole discretion, will determine Selected Firm's compliance with this Provision. Creative Work includes, but is not limited to: websites, applications, electronic communications, newsletters, advertisements, mailings, magazines, and other communication materials (digital and print) produced for the University by the Selected Firm. For additional guidance, Selected Firm should consult the UVA Brand Guidelines at <http://brand.virginia.edu> or contact University Communications (brandguidelines@virginia.edu).

GG. International Traffic in Arms Regulations (ITAR)

If Selected Firm is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations (ITAR), it must notify (by sending an email to export-controls@virginia.edu), and receive prior written authorization from, the University's Office of Export Controls before delivery. The notification provided by the supplier shall include the name of the University of Virginia point of contact, identify each ITAR controlled commodity, provide the associated U.S. Munitions List (USML) category number(s), and indicate whether or not the determination was reached as a result of a commodity jurisdiction or self-classification process. Selected Firm agrees that if it fails to notify the University that it is providing ITAR-controlled items, data or services, it shall reimburse the University for any fines, legal costs and other fees imposed by the above-named regulatory agency for any violation of export controls regarding the provided items, data or services.

HH. License Requirements

Certain statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. It is Selected Firm's responsibility to comply with the rules and regulations issued by the appropriate regulatory agencies, and possess and maintain the appropriate licenses if applicable for the Goods and/or Services to be provided under this Agreement. A copy of any such applicable license and/or permit must be furnished upon request to the University or VHEPC member institution. For example, if Selected Firm will be providing removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of this Agreement.

II. Governing Law

This Agreement will be governed and construed in all respects by the laws of the Commonwealth of Virginia.

JJ. Entire Agreement

This is the entire agreement between the University (including University employees and other End Users) and Selected Firm. In the event that Selected Firm enters into terms of use

agreements or other agreements or understanding, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Agreement shall apply.

KK. Agreement Signature

This Agreement may be executed in counterparts, each of which will be deemed an original, and both of which taken together will constitute one and the same document. Electronically transmitted signatures will be deemed originals for all purposes relating to the agreement.

ATTACHMENT B SPECIFIC CONTRACTUAL PROVISIONS

A. Insurance

Listed below is the insurance the Selected Firm must maintain under as part of an Agreement. In no event should the Selected Firm construe these minimum required limits to be its limit of liability to the University. The Selected Firm will maintain insurance which meets or exceeds the requirements of the University with insurance companies that hold at least an A- financial rating with A.M. Best Company. No Agreement will be executed by the University until the Selected Firm satisfies the insurance requirements of the University. The Selected Firm may be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by the Selected Firm.

Comprehensive Commercial General Liability:

The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of \$1,000,000 per occurrence with coverage for the following coverage:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Premises/Operations | <input checked="" type="checkbox"/> Products/Completed Operations |
| <input checked="" type="checkbox"/> Contractual | <input type="checkbox"/> Independent Contractors |
| <input checked="" type="checkbox"/> Personal Injury | <input type="checkbox"/> Medical Payment |
| <input type="checkbox"/> Fire Legal Liability | <input type="checkbox"/> Underground Explosion & Collapse |
| <input type="checkbox"/> Additional Insured* | <input type="checkbox"/> Other |

Automobile Insurance:

The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of \$1,000,000 per occurrence with the following coverages for vehicles operated by their employees.

- | | |
|--|---|
| <input type="checkbox"/> Any Automobile | <input checked="" type="checkbox"/> Owned and Non-Owned Automobiles |
| <input type="checkbox"/> Garage Liability | <input type="checkbox"/> Transportation of Hazardous Substances |
| <input type="checkbox"/> Additional Insured* | <input type="checkbox"/> Other |

Errors & Omissions:

The Selected Firm and any Subcontractor will maintain Errors and Omissions liability insurance of at least \$1,000,000 per claim, providing liability coverage for the services to be provided.

*Additional Insured:

The University will be named as an Additional Insured, and the proper name is: "The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees, and agents."

B. Payment Terms

The University's standard payment term is **Net 45** unless the firm prefers one of the following early payment cash discount options. All payments will be made by check:

- .5% 30 / Net 45
- 1% 25 / Net 45
- 1.5% 20 / Net 30
- 2% 15 / Net 30

The University will compute the payment date from the date of delivery of goods at destination, after final inspection and acceptance, from the date of completion of services, or from the date the correct invoice is received in the Accounts Payable Division, whichever is later. The University will take the cash discount if payment is made within the specified time frame.

In addition, the Selected Firm may at any time during the term of this Agreement switch their payment method to either Ghost Card (ePayables) or ACH (Paymode -X). The Selected Firm must contact the University's banking service provider, Bank of America, or its partner Paymode-X, to setup one of these payment options. Contact Information: ePayables: 855-637-8396 or

email at virginia@supplier-services.com. *Paymode-X*: 800-331-0974 or www.paymode.com/universityofvirginia

NOTE: Each VHEPC Member may setup their own payment terms with the Selected Firms.

C. UVA Marketplace / Electronic Procurement

If requested by the University, Selected Firm agrees to provide and maintain an electronic catalog in the University's Electronic Marketplace (the "Marketplace"). Catalogs can be hosted in the Marketplace or a punchout from the Marketplace to Selected Firm's website. The University requires the following from its catalog suppliers.

Hosted Catalog Firms will:

- o Periodically update items, descriptions and pricing. Not to exceed four times per year.
- o Use Jaggaer functionality to identify product classifications such as hazardous materials, radioactive, controlled substances, etc.
- o Address pricing discrepancies within one business day.
- o Invoice all items at catalog prices until a new price file is submitted and approved by the University.
- o Not increase prices more than once per year and will allow 30 days to review any price changes prior to changing invoiced prices.

Punchout Catalog Firms will:

- o Notify the University's Contract Administrator of pricing and product changes prior to making a change.
- o Clearly notate shipping terms, return policy and cancellation policy in the punchout catalog.
- o Provide training or help details in the punchout catalog.
- o Allow customization of the punchout catalog with the University's marks, logos and/or necessary language.
- o Agree that to the extent the terms and conditions of this Agreement are in conflict with those in the punchout catalog, this Agreement will take precedence.
- o Provide an error message as connectivity interruptions arise.
- o Have a privacy policy that complies or is similar to the Platform for Privacy Preferences Project (P3P) standards.

Selected Firm will:

- o Ensure that the Catalog data is maintained, updated and accurate.
- o Invoice at catalog prices or lower and accept payment of catalog price if there is a discrepancy.
- o Negotiate freight terms for Marketplace purchases.
- o Agree that all catalog content and the format in which catalog content is presented will be of a mutually acceptable nature.
- o Agree to develop and maintain a delivery performance standard and provide annual reports on such performance.
- o Disclose to the University all non-University revenue that is generated with the catalog such as, but not limited to: advertising fees, search functionality prioritization fees, rebates of any kind, etc.
- o Register in eVA and maintain its registered status for the term of this Agreement. Additionally, maintain the necessary number of eVA sites for orders to be placed from the Marketplace.
- o If necessary will maintain and update accurate Ship to addresses in its system.
- o Provide reports as required by the University update and maintain its catalog in the system. Such reports may include sales by item, price and quantity sold per time, percentage increase in sales, average lead time, percentage of on-time deliveries and delivery errors.
- o Support a manual process for change orders.
- o Encourage University user to utilize the UVA Marketplace for placing orders.

The University reserves the right to remove Selected Firm's catalog from its Marketplace, renegotiate discounts and/or fees and payment of site license fees at anytime during the term of this Agreement.

NOTE: Several VHEPC Members maintain / use an on-line ordering system operated by an e-procurement / e-commerce supplier (e.g., Jaggaer, eVA, Ariba). If requested by the VHEPC Member, Selected Firm will establish catalogs in one / all of these systems.

D. Energy Star Products

To the maximum extent practicable in providing the Goods and/or Services under the Agreement, Supplier shall provide products that earn the Energy Star rating and meet the Energy Star specifications for energy efficiency. Supplier is encouraged to visit energystar.gov for complete product specifications and updated lists of qualifying products.

E. Virginia's Freedom of Information Act (FOIA)

This Agreement is governed by and subject to the Commonwealth of Virginia's Freedom of Information Act (FOIA). All pricing information, consistent with the public interest and the underlying policy of the Commonwealth of Virginia, is open to the inspection of any qualified requestor and cannot be designated as confidential, proprietary or trade secret to avoid disclosure. Pricing information is also shared on a need-to-know basis both within the University and its affiliates and consultants for purposes of operational review, transaction management, contract compliance & monitoring, benchmarking and performance improvement. Attempts to prevent disclosure of pricing information by designating it as confidential, proprietary or trade secret will be ignored. In addition, any non-price information considered by a firm to be proprietary or to constitute trade secret(s) is also subject to disclosure under FOIA, except that information provided by Selected Firm that constitutes proprietary information or trade secret(s), other than pricing information, may be exempted from disclosure if Selected Firm invokes the protections of Virginia Code Section 2.2-4342(F) in writing and follows its stated requirements prior to or upon submission of the information for which Selected Firm is seeking protection.

ATTACHMENT C
GOODS & SERVICES / PRICING-FEES-DISCOUNTS

[See Standalone Excel Document]

ATTACHMENT D Statement of Work Template

This Statement Of Work ("SOW") is prepared for _____ (i.e., *University department/school/etc.*) and is entered into pursuant to the Agreement by and between Select Firm and the Rector and Visitors of the University of Virginia (Agreement#: XXXXXXXXX) of which the terms and conditions are incorporated as part of this SOW.

This SOW defines and specifies the Services to be performed and/or Work Product to be delivered by Selected Firm, as well as compensation to be paid for such Services and Work Product by the University, all in accordance with the terms and conditions of the Agreement.

1. Description of Services to be Provided
2. Assumptions
3. Fees

Note: A prepayment/down payment is not authorized. Payments may, however, be tied to project milestones associated with a statement of work.

SELECTED FIRM

By: _____

Date: _____

SOW #: _____ (you may request this number be included on the PO)

Operations Report

May, 2024

ON-STREET

	(Actuals)	(Budget)
On-Street Revenue	\$3,664,173	\$3,043,404
Total Number of PAD's:	102	
Total Number of On-Street Spaces Citywide:	12,471	

PAY BY PHONE

Revenue

\$3,598,432

% of Revenue from PBP: 98%

Transactions

831,009

ENFORCEMENT

Total number of citations issued: 20,691

Revenue generated for the City of Miami: \$394,994

Revenue generated for Miami-Dade County: \$212,029

OFF-STREET

	(Actuals)	(Budget)
Parking Garages	\$922,314	\$434,615
Parking Lots	\$942,872	\$815,452

Facilities

Monthly Customers

Transient Customers

Garage 1	983	16,032
Garage 3	1,350	17,319
Garage 4	1,296	11,021
Garage 5	386	13,205
Garage 9	175	
Lots	1,746	

PERMANENT METER REMOVAL

FY 23-24
(# of Spaces)

Private	11
City of Miami	
FDOI/County	
Upcoming Removals (Estimate)	
<u>TOTAL</u>	11

Number of Garages managed/owned by MPA: 5

Number of Lots managed/owned by MPA: 52

Numbers do not reflect garages or lots at Marlins Park, JHS or PARKS

CITY OF DORAL

KEY PERFORMANCE INDICATORS

Operations

Revenues

Goal: \$840,000 in the first 13 months
 Actual: \$963,000 in the first 13 months
 Percentage over or under projected goal: (15%)

DORAL REVENUE

Month	Gross Revenue	MoM Reve Increase	Rev Benchmark	Rev vs. Benchmark
May	\$1,192		\$70,000	-98%
June	\$51,200	4195%	\$70,000	-27%
July	\$66,932	31%	\$70,000	-4%
August	\$74,786	12%	\$70,000	7%
September	\$77,002	3%	\$70,000	10%
October	\$83,128	8%	\$70,000	19%
November	\$74,478	-10%	\$70,000	6%
December	\$87,661	18%	\$70,000	25%
January	\$82,629	-6%	\$70,000	18%
February	\$84,574	2%	\$70,000	21%
March	\$96,494	14%	\$70,000	38%
April	\$90,986	-6%	\$70,000	30%
May	\$92,247	1%	\$70,000	32%

Monthly Permits Activation (updated 6/29/2024)

FacilityCode	Product Type	Capacity	Used	PercentUsed
43010	Commerical Parking Perm	16	\$16	100%
43011	Commerical Parking Perm	30	\$31	103%
43013	Monthly Parking Permit	25	\$25	100%
43014	Monthly Parking Permit	5	\$5	100%
43015	Monthly Parking Permit	15	\$4	27%
43016	Monthly Parking Permit	15	\$2	13%
43017	Monthly Parking Permit	19	\$0	0%
43018	Monthly Parking Permit	10	\$2	20%
43012	Student Parking	7	\$0	0%
43019	Student Parking	40	\$10	25%

Citations

Projected: 2,400 per month
 Actual: 1,879 per month (May)

Customer Service

Goal: Minimize the number of inquiries and complaints by deploying goodwill ambassadors on the streets of Doral before and during the program kickoff.

Actual: An approximate number of inquiries from the Command Center and customer service were received

- Calls from command center 1078
- Calls from customer service 856

MIAMI-DADE COUNTY PARKS

KEY PERFORMANCE INDICATORS

Improving revenue year over year for Miami-Dade County Parks (MDCP) is an important KPI. The parks bounced back after the initial impact of COVID-19. Weather conditions and dedicated enforcement are indeed significant factors that can affect park revenue.

Improve Efficiency

Goal: Reduce hardware

Actual: Reduced pay station inventory from 53 to 2. Two remain in Homestead Bayfront Park because of connectivity issues with certain cell phone providers.

Revenue

Goal: Improve revenue

Actual: Revenue has increased year over year post covid (2021-2023)

- Revenue recovered after initial impact of COVID 19
- Weather conditions affect revenue in a negative manner.
- Enforcement keeps compliance via the issuance of citations.
- Revenue and Citation data for 2024 is through May of the calendar year.

Year	2018	2019	2020	2021	2022	2023	2024
MDCP Rev	\$3,253,942	\$4,603,638	\$3,863,362	\$4,896,947	\$6,323,274	\$7,191,874	\$ 3,619,284.00
MDCP Citations	18,454	6,336	3,259	11,145	36,957	24,108	14,456