

**MIAMI-DADE COUNTY  
MUNICIPAL PARKING FINES REIMBURSEMENT PROGRAM  
INTERLOCAL AGREEMENT**

This agreement is entered into this 4th (day) of September (month/year), by and between Miami-Dade County, Florida, a political subdivision of the State of Florida (the "County") and The City of Doral (the "municipality"), a municipal corporation organized and existing under the laws of the State of Florida.

**WITNESSETH**

**WHEREAS**, Section 316.008 Florida Statutes, and Section 30-447 Code of Miami-Dade County, authorizes the charging of fines for misuse of specially marked parking spaces for people with disabilities, and

**WHEREAS**, Miami-Dade County proposes to distribute said fines under the provisions of Section 30-447 of the Code of Miami-Dade County, Florida.

**NOW THEREFORE** in consideration of the covenants contained herein, the parties agree as follows

1. This agreement shall become effective upon its execution by the authorized officers of the parties and will continue annually upon agreement by both parties.
  
2. The allocation of the disabled parking fine monies shall be used to provide funds to improve accessibility and equal opportunity to qualified persons who

have disabilities and to provide funds to conduct public awareness programs in the County or municipality concerning persons who have disabilities.

3. The municipality shall annually submit an affidavit sworn by its chief administrative official to the Miami-Dade County Internal Services Department ("ISD").

4. The affiant will affirm that expenditures meet the following criteria:

a. The funds reimbursed shall be used to improve accessibility and equal opportunity to qualified persons who have disabilities in the municipality and to conduct public awareness programs in the municipality concerning persons who have disabilities.

b. If only a portion of the project or program is being promoted to benefit people with disabilities, then only that portion of the project or program may be funded with these monies.

5. The parties agree to follow the terms and conclusions regarding payment as follows:

a. The percentage for distribution shall be calculated by the County annually. Each year the County shall notify all municipalities of the percentages of distribution of the disabled permit parking fine money for the upcoming annual period. The percentage for distribution to the County and to the

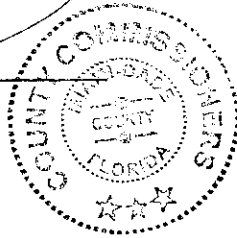
municipalities is based on a percentage of total revenue which is determined by calculating the total number of fines paid county-wide. Funding estimates include a percentage of the monies which were not distributed to any municipality in the previous year.

- b. The County agrees to pay the County and the municipalities under this agreement based on a payment schedule agreed upon by *ISD*, accompanied by such documentation as requested.
- c. In no event shall County funds be advanced to any subcontractor hereunder.
- d. The parties shall return funds to the Clerk of the Board of County Commissioners if the project is not successfully completed and allow *ISD* to audit projects and conduct site visits. Any such audits or inspections shall be conducted in such manner and at such times so as not to unreasonably interfere with the day-to-day operation of the parties.
- e. The County may amend the terms of this agreement from time to time, as it may deem necessary.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed by their respective and duly authorized officers on the date hereinabove first mentioned.

ATTEST:

Harvey Ruvin, Clerk



MIAMI-DADE COUNTY, FLORIDA

By:

Carlos A. Gimenez, Mayor

ATTEST:

Barbara Herrera  
City/Town/Village Clerk

MUNICIPALITY OF ~~Miami Dade~~ FLORIDA

By:

Albert P. Childress,  
Assistant City Manager, Doral  
City/Town/Village Manager

(Date)

(Official Seal)

Approved as to form  
and legal sufficiency

Assistant County Attorney

Date

1/14/14

Approved as to form and legal sufficiency  
for the sole use of the City of Doral.

City Attorney

Print Name