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MEMORANDUM OF UNDERSTANDING

between

CITY OF DORAL, FLORIDA

and

DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT DISTRICT

This Memorandum of Understanding ("MOU") is made and entered into by and between:

CITY OF DORAL, FLORIDA, a Florida municipal corporation, located at 8401 NW 53rd Terrace, Doral, Florida 33166, represented by its City Manager or designee, duly authorized, hereinafter referred to as the **"City"**,

and

DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, with offices located at 5385 N. Nob Hill Road, Sunrise, FL 33351, represented by its authorized representative, hereinafter referred to as the **"District"**,

The City and the District may be referred to individually as a **"Party"** and collectively as the **"Parties."**

WHEREAS, the City has adopted Section 44-300 of the City Code which authorizes enforcement of parking within Community Development District via a Memorandum of Understanding; and

WHEREAS, the District is a local unit of special -purpose government established pursuant to Chapter 190, Florida Statutes, and has authority to enter into this MOU and to consent to parking regulation and enforcement on District-owned roadways open to public access; and

WHEREAS, on ____ day of _____, 2026, the City passed Resolution No. _____ that provided the City Manager with authority to enter into this MOU; and

WHEREAS, on ____ day of _____, 2026, the District passed Resolution No. _____ that provides _____ with authority to enter into this MOU; and

WHEREAS, the Parties voluntarily and mutually desire to enter into this MOU.

1. PURPOSE

This MOU serves as a written understanding between the Parties for the management and enforcement of on-street parking within the Downtown Doral South area pursuant to **Section 44-300 of the City of Doral Code of Ordinances:**

- **Sec. 44-300. - Enforcement of private properties.**

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"The city may enforce parking within homeowner's associations (HOAs) and Community Development Districts (CDD) via a memorandum of understanding (MOU) executed through the city. By entering into a MOU, the city will manage and/or enforce parking in communities within both public and private roads with public access."

The purpose of this MOU is to authorize the City to uniformly regulate, manage, and enforce parking on both publicly owned streets and District-owned roadways that provide unrestricted public access within the geographical limits of the District, and the City's designated Downtown Doral South Parking Management District. This MOU is a binding interlocal agreement, and each Party acknowledges and confirms their desire to be legally bound, subject to the limitations expressly stated herein, including the limitations of Section 768.28 of Florida Statutes.

2. DEFINITIONS

- **District Area:** means the area more clearly defined in Section 3 of this MOU.

- **District-Owned Roadways:** means the roadway segments identified in Exhibit C that are owned or controlled by the District and are publicly accessible and not gated or otherwise restricted from general vehicular access during the Enforcement Hours.

- **Public Access:** means access without a guard gate, access card, resident-only restriction, or other access control, except for temporary closures for maintenance, emergencies, or special events as noticed to the City.

- **Parking Regulations:** Are those prescribed and detailed in Chapter 44, Article V of the City of Doral's Code of Ordinances.

- **Enforcement:** means the administration and enforcement of applicable Parking Regulations by the City, including but not limited to parking compliance monitoring, issuance of parking citations or warnings, vehicle immobilization where authorized, towing, and any other lawful enforcement action permitted under applicable State or County law and City ordinances.

- **Enforcement Hours:** means the days and times during which Parking Regulations are actively enforced by the City within the District Area, as established by the City. Unless otherwise modified by the City, designated enforcement hours will be 6:00 PM to 6:00 AM.

- **Parking Technology:** means the systems, equipment, and software used to administer, monitor, and manage parking operations within the District Area, including but not limited to pay-by-phone applications, parking payment platforms, license plate recognition systems, digital permitting systems, parking sensors, enforcement software, and related infrastructure.

- **Net Revenues:** Means the amount collected by the City after all general expenses relating to parking management within the District Boundaries is paid.

3. DISTRICT BOUNDARIES AND SCOPE

The area subject to this MOU (the **"District Area"**) is generally bounded as follows:

- **North:** NW 51 Terrace

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- **South:** NW 41 Street
- **West:** NW 87 Avenue
- **East:** NW 80 Avenue

The District Area includes public rights-of-way and District-Owned Roadways that are open and accessible to the general public. A detailed map depicting the District Area is attached hereto and incorporated by reference as **Exhibit A – Downtown Doral South Parking Management District Map.**

4. OBJECTIVES AND SCOPE OF ACTIVITIES

The Parties agree that the objectives of this MOU include:

- Providing uniform and consistent parking regulations throughout the District Area;
- Improving parking availability, turnover, and compliance;
- Enhancing customer experience and traffic circulation;
- Ensuring safe and efficient use of on-street parking resources.

To achieve these objectives, the City may establish parking regulations, time limits, paid parking, permit programs, and enforcement hours consistent with City ordinances and policies.

5. RESPONSIBILITIES OF THE PARTIES

5.1 City of Doral

The City shall administer and operate the parking management and enforcement program within the District Area in a reasonable and customary municipal manner consistent with Chapter 44 of the City Code and applicable Florida law. In furtherance of this responsibility, the City shall:

- Manage and enforce on-street parking regulations within the District Area, including the District-Owned Roadways subject to this MOU, through routine patrols, compliance monitoring, and issuance of citations or warnings as appropriate.
- Provide regular parking enforcement services within the District Area during the designated enforcement hours of 6:00 PM to 6:00 AM, unless otherwise modified by the City. The City shall maintain a reasonable baseline level of enforcement presence during these hours consistent with other similarly regulated parking areas within the City. Respond to reported parking issues, safety concerns, or operational requests from the District within a reasonable timeframe, subject to staffing availability, operational priorities, and emergency conditions.

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- Install, maintain, and replace parking regulatory signage, and related parking control devices within the District Area as deemed appropriate by the City to clearly communicate applicable parking regulations and restrictions.
- Implement, operate, and maintain City-approved parking technology and payment systems within the District Area, which may include pay-by-phone platforms, digital permitting systems, license plate recognition technology, and other parking management tools.
- Issue parking citations and administer parking enforcement activities pursuant to Chapter 44 of the City Code and other lawful enforcement action permitted under applicable State or County law.Administer the overall parking program within the District Area, including regulatory oversight, rate administration, permitting programs where applicable, and operational coordination necessary for effective parking management.
- Retain and administer all parking payments, citation fines, penalties, and related fees generated within the District Area, subject to the provisions of this MOU regarding program expenses and Net Revenues.
- Maintain the parking management and enforcement program within the District Area in a manner consistent with reasonable and customary municipal parking operations, including maintaining functional parking technology, visible signage, and ongoing enforcement activity sufficient to support the effectiveness of the program

5.2 Downtown Doral South Community Development District

The District acknowledges that certain roadways within the District Area are District- Owned and open to public vehicular access. The District hereby consents to and authorizes the City to regulate and enforce parking on such roadways to the same extent as public streets for the duration of this MOU.

The District may request a temporary suspension or modification of parking enforcement hours on designated District-Owned Roadways for specific events occurring within the District Area, including but not limited to clubhouse events, community functions, or other private gatherings. Such requests must be submitted to the City in advance with reasonable notice and shall identify the date, time, location, and nature of the event.

The City shall review such requests and may approve, deny, or modify the requested enforcement suspension based on operational considerations, public safety needs, and staffing availability. Any approved suspension of enforcement shall be limited in duration and scope to the specific event and roadway segments identified in the request. The City may also require temporary signage, traffic control measures, or other conditions as deemed necessary to ensure public safety and proper notification to motorists.

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Nothing in this section shall be construed to obligate the City to approve any requested suspension of enforcement, and all such approvals shall remain within the City's reasonable administrative discretion.

6. FINANCIAL TERMS

The Parties acknowledge and agree that the City shall retain all parking revenues generated within the District Area, including revenues from daily parking transactions, monthly parking permits, citation fines, penalties, and related fees.

In consideration of the City providing all such resources and services, no portion of parking revenue shall be distributed to the District. The City shall be solely responsible for funding, staffing, administering, and operating all aspects of parking management and enforcement within the District Area, including but not limited to personnel, equipment, technology platforms, signage, citation processing, and administrative oversight.

Nothing in this MOU shall oblige the City to expend funds beyond those appropriated through the City's adopted budget. The budget appropriation limitation is not a disclaimer of all performance by a limitation on unbudgeted expenditure.

Program Enhancements. The District may from time to time submit written requests to the City for enhancements or modifications to the parking program within the District Area, including but not limited to adjustments to enforcement practices, signage, parking technology, parking regulations, or operational hours. Upon receipt of such request, the City shall review the proposed enhancement and respond within a reasonable timeframe indicating whether the request is approved, denied, or requires further evaluation. Approval and implementation of any enhancement shall remain subject to the City's operational discretion, applicable law, and the availability of funding through the City's adopted budget. Where appropriate, the City and District may mutually agree on cost-sharing or other arrangements to implement requested enhancements.

Each Party shall otherwise be responsible for its own administrative expenses unless otherwise agreed to in writing.

7. TERM, AMENDMENT, AND TERMINATION

This MOU shall take effect upon execution by both Parties and shall remain in force indefinitely, unless terminated earlier by mutual agreement or as otherwise provided herein.

This MOU may be amended by mutual written agreement of the Parties. Either Party may terminate this MOU for convenience upon providing ninety (90) days' written notice to the other Party.

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8. GENERAL TERMS

Liability; No Indemnification: To the extent permitted by Florida law, each Party agrees to be responsible for the negligent acts, errors, or omissions of its respective officers, employees, agents, and contractors in the performance of this MOU. Nothing herein shall be construed as requiring either Party to indemnify, hold harmless, or defend the other Party in a manner that would constitute a waiver of sovereign immunity or the limitations of liability set forth in Section 768.28, Florida Statutes.

This MOU is intended as an administrative agreement and does not create any partnership, joint venture, or agency relationship between the Parties.

Nothing herein shall be construed as a waiver of sovereign immunity or limitations of liability under Section 768.28, Florida Statutes.

This MOU shall be governed by and construed in accordance with the laws of the State of Florida. Any action to enforce the provisions of this MOU shall be filed in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

9. SIGNATURES

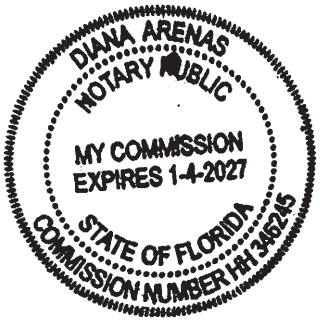
This MOU shall enter into force on the latest date of execution by the authorized representatives of the Parties.

District: DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT DISTRICT

BY: _____
NAME: Francisco Bird
TITLE: Chairman

WITNESSES:
1. _____
2. _____

SEAL



OWNER: City of Doral

BY: _____
NAME: Zeida Sardinas
TITLE: City Manager

AUTHENTICATION:

BY: _____
NAME: Connie Diaz
TITLE: City Clerk

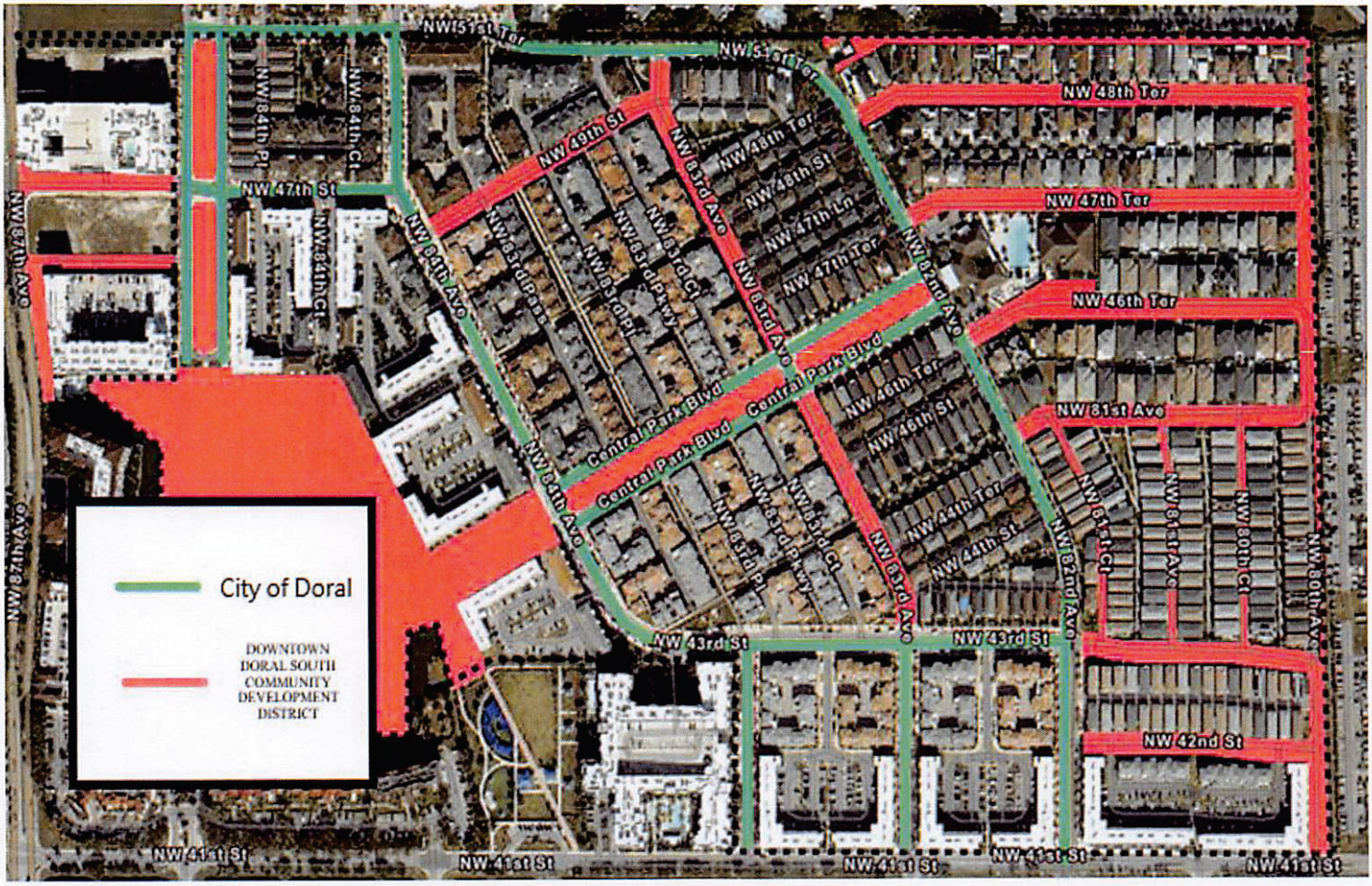
APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE OF THE CITY OF DORAL:

BY: _____
NAME: Lorenzo Cobiella
Gastesi, Lopez and Mestre, and Cobiella, PLLC
TITLE: City Attorney

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Exhibit A – Downtown Doral South Parking Management District Map



RESOLUTION No. 26-111

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT DISTRICT FOR THE MANAGEMENT AND ENFORCEMENT OF PARKING WITHIN THE DOWNTOWN DORAL SOUTH DISTRICT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral Code of Ordinances, Chapter 44, Article V, Division 8 – Enforcement of Private Properties, Section 44-300 provides language that the City may enforce parking within homeowner's associations (HOAs) and Community Development Districts (CDD) via a memorandum of understanding (MOU) executed through the city; and

WHEREAS, by entering into a MOU with Downtown Doral South CDD, the City will manage and enforce parking with the CDD District for both public and private roads with public access; and

WHEREAS, the Downtown Doral South Community Development District ("District") is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and possesses authority to enter into agreements related to the management and enforcement of parking on District-owned roadways open to public access; and

WHEREAS, the City and the District desire to enter into a Memorandum of Understanding (MOU) for the management and enforcement of parking regulations within

the Downtown Doral South Parking Management District, including both public rights-of-way and privately owned District roadways that are open and accessible to the public; and

WHEREAS, the proposed MOU authorizes the City to uniformly regulate, manage, and enforce parking within the District Area consistent with Chapter 44 of the City Code and applicable Florida law; and

WHEREAS, pursuant to the MOU, the City shall administer and operate the parking management and enforcement program within the District Area, including parking enforcement, signage, parking technology, permitting, citation processing, and related parking operations; and

WHEREAS, the Mayor and City Council find that entering into the MOU is in the best interests of the City and serves a valid public purpose by promoting orderly parking operations, traffic circulation, public safety, and parking availability within the Downtown Doral South area; and

WHEREAS, staff respectfully requests that the Mayor and City Council approve the MOU between the City of Doral and the Downtown Doral South Community Development District attached hereto as Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. Approval. The Memorandum of Understanding between the City of Doral and the Downtown Doral South Community Development District for the management and enforcement of parking within the Downtown Doral South Parking Management District, attached hereto as Exhibit "A", is hereby approved.

Section 3. Authorization. The City Manager is authorized to execute the Memorandum of Understanding and expend budgeted funds on behalf of the City. The City Manager is further authorized to execute any necessary documents and take any action necessary to implement the terms and conditions of the Memorandum of Understanding.

Section 4. Implementation. The City Manager and City Attorney are authorized to take any additional actions necessary to implement this Resolution, including making any modifications, executing any documents and addendums as necessary to effectuate this Resolution, provided that such actions remain consistent with the Council's intent.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Reinoso who moved its adoption. The motion was seconded by Councilmember Pineyro and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Digna Cabral	Yes
Councilman Rafael Pineyro	Yes
Councilwoman Maureen Porras	Yes
Councilwoman Nicole Reinoso	Yes

PASSED AND ADOPTED this 10 day of June, 2026.

CHRISTI FRAGA, MAYOR

ATTEST:

CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

LORENZO COBIELLA
GASTESI, LOPEZ, MESTRE & COBIELLA, PLLC
CITY ATTORNEY