

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH
AND
PAVE MOBILITY, INC.**

This Professional Services Agreement ("Agreement") is entered into this ____ day of _____, 2025 ("Effective Date"), between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 (the "City"), and **PAVE MOBILITY, INC.**, a corporation organized and existing under the laws of the State of Delaware, having its principal offices at 1815 Griffin Road, Suite 204, Dania Beach, FL, Suite 33004 ("Consultant").

**SECTION 1
DEFINITIONS**

Agreement: This Agreement between the City and Consultant, including any exhibits and amendments thereto.

City Manager: The chief administrative officer of the City.

City Manager's Designee: The City staff member who is designated by the City Manager to administer this Agreement on behalf of the City. The City Manager's designee shall be the Parking Department Director.

Consultant: For the purposes of this Agreement, Consultant shall be deemed to be an independent contractor, and not an agent or employee of the City.

Services: All services, work and actions by the Consultant performed or undertaken pursuant to the Agreement, including services described in Section 2.1 and Exhibit "A".

Fee: None.

Risk Manager: The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139; telephone number (305) 673-7000, Ext. 6435; and fax number (305) 673-7023.

**SECTION 2
SCOPE OF SERVICES**

2.1 The services are being provided to the City pursuant to a "pilot program" the Consultant desires to implement at four (4) City-owned parking lots identified in Schedule "1" (the "Designated Parking Lots"). The services consist of the detection of parking violations at the Designated Parking Lots through the use of specialized camera equipment and related license plate recognition software (the "System") and the issuance of Miami-Dade County Uniform Parking Complaint and Citation ("Parking Citations") to the owners of vehicles that are parked in the Designated Parking Lots and fail to pay for the entire duration of their stay or have expired

or invalid parking permits with exceptions noted in Exhibit "A" (the "Services"). The Services are more specifically described in the proposal attached as Exhibit "A" hereto. If there are any questions regarding the Services to be performed, Consultant should contact the following person:

Alberto Ventura, Assistant Parking Director
Parking Department
1755 Meridian Avenue, 2nd Floor
Miami Beach, FL 33139

2.2 Although Consultant may receive a schedule of the available hours to provide its Services and/or to conduct any activities necessary to render the Services, the City shall not control nor have the right to control the hours of the Services performed by the Consultant; where the Services are performed (although the City will provide Consultant with the appropriate location to perform the Services); when the Services are performed, including how many days a week the Services are performed; how the Services are performed, or any other aspect of the actual manner and means of accomplishing the Services provided. Notwithstanding the foregoing, all Services provided by the Consultant and any deliverables incident thereto, shall be completed in accordance with the timeline and/or schedule in Exhibit "A" hereto.

SECTION 3

TERM

This term of this Agreement shall commence on the earlier of (a) the date that is three (3) business days from the date Consultant closes all permits associated with the installation of equipment at the Designated Parking Lots or (b) October 1, 2025 and shall end twelve (12) months from such date (the "Term").

Promptly following the execution of this Agreement, Consultant shall apply for all license and/or permits required (a) to render the Services and (b) to install any equipment required to provide the Services at the Designated Parking Lots. Consultant shall complete the installation of all such equipment within thirty (30) days from obtaining all permits required under the City Code for such installation. Consultant shall begin rendering the Services within three (3) business days from the closing of all permits associated with the installation of the equipment.

SECTION 4

LICENSE TO ENTER DESIGNATED PARKING LOTS; FEES

4.1 The City hereby grants Consultant a non-exclusive, revocable license to enter and occupy the Designated Parking Lots and to install (and remove at the end of the Term) such System equipment (the "Equipment") as is needed to render the Services. The Consultant acknowledges that the City will not be responsible for providing, electricity, WiFi (or other platform for the transmission of data) or other utility necessary or desirable for the installation or operation of the System and Consultant shall be solely responsible for all costs associated therewith. City will make reasonable efforts to provide access to existing electrical sources to which Consultant can connect at Consultant's sole expense in accordance with this Agreement and applicable laws. Consultant shall reimburse the City for its share of electrical consumption at each City Parking Lot within thirty (30) days of receipt of an invoice with appropriate back-up documentation. The Consultant's share shall be reasonably determined by comparing electrical

consumption at each City Parking Lot during the Term against consumption at each City Parking Lot for the same months in the preceding year and multiplying the additional consumption (in kilowatts) times the then applicable kilowatt rate. Consultant shall obtain all necessary licenses and permits required under the City Code and other applicable law to install the Equipment or any required utilities at the Designated Parking Lots or other property located within the City, provided, the City shall reasonably assist Consultant by executing, in its proprietary capacity, permit applications that comply with all requirements. The foregoing shall not be deemed to impose any obligation on the City to waive or otherwise modify any applicable permitting requirements. If the City incurs any cost or expense in connection with assistance provided to Consultant, Consultant shall reimburse the City therefor within thirty (30) days of receipt of an invoice with appropriate back-up documentation, if appropriate.

4.2 The Consultant represents and warrants that it has entered into all necessary agreements with the State of Florida, Miami-Dade County and any other applicable agency for the integration of PAVE's system with the Department of Motor Vehicle database and Miami-Dade County's system for the issuance of Parking Citations, as well as Miami-Dade County Clerk of Court's citation processing system. PAVE will provide true, accurate and complete copies of all such agreements to the City prior to the commencement of the Term.

4.3 The Consultant shall be solely responsible for all costs and expenses associated with providing the Services, including without limitation the costs of manufacturing/purchasing the Equipment, labor to install the Equipment, licensing fees for any software required to perform the Services, utilities (e.g. lighting, WiFi, Internet), licensing and permitting fees.

4.4 The City shall install signage at all entrances to the Designated Parking Lots advising vehicles that license plate readers are being used. If the City incurs any cost or expense in connection with the fabrication and installation of such signage, Consultant shall reimburse the City therefor within thirty (30) days of receipt of an invoice with appropriate back-up documentation, if appropriate.

4.5 PAVE shall be entitled to receive the fees set forth in Exhibit "A". For the avoidance of doubt, PAVE assumes all risk of non-payment and will not be entitled to receive any fee in respect of citations that are not paid for any reason. The City shall issue payment to PAVE on a quarterly basis on the date that is forty-five (45) days following the end of each calendar year quarter (i.e., the City shall issue payments on April 15th, July 15th, October 15th and January 15th in respect of the quarters ended March 31, June 30, September 30 and December 31) in respect of citations for which the City has been paid in the applicable calendar year quarter.

SECTION 5 **TERMINATION**

5.1 TERMINATION FOR CAUSE

If the Consultant shall fail to fulfill in a timely manner, or otherwise violates, any of the covenants, agreements, or stipulations material to this Agreement, the City, through its City Manager, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the City shall notify the Consultant of its violation of the particular term(s) of this Agreement and shall grant Consultant ten (10) days to cure such default. If such default remains uncured after ten (10) days, the City may terminate this Agreement without further notice to Consultant. Upon termination, the City shall be fully

discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City for any breach of the Agreement by the Consultant. The City, at its sole option and discretion, shall be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the City's rights and remedies against Consultant. The City shall be entitled to recover all costs of such actions, including reasonable attorneys' fees.

5.2 TERMINATION FOR CONVENIENCE OF THE CITY

THE CITY MAY ALSO, THROUGH ITS CITY MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THE AGREEMENT AT ANY TIME DURING THE TERM BY GIVING WRITTEN NOTICE TO CONSULTANT OF SUCH TERMINATION; WHICH SHALL BECOME EFFECTIVE WITHIN THIRTY (30) DAYS FOLLOWING RECEIPT BY THE CONSULTANT OF SUCH NOTICE. ADDITIONALLY, IN THE EVENT OF A PUBLIC HEALTH, WELFARE OR SAFETY CONCERN, AS DETERMINED BY THE CITY MANAGER, IN THE CITY MANAGER'S SOLE DISCRETION, THE CITY MANAGER, PURSUANT TO A VERBAL OR WRITTEN NOTIFICATION TO CONSULTANT, MAY IMMEDIATELY SUSPEND THE SERVICES UNDER THIS AGREEMENT FOR A TIME CERTAIN, OR IN THE ALTERNATIVE, TERMINATE THIS AGREEMENT ON A GIVEN DATE. IF THE AGREEMENT IS TERMINATED FOR CONVENIENCE BY THE CITY, CONSULTANT SHALL BE PAID FOR ANY SERVICES SATISFACTORILY PERFORMED UP TO THE DATE OF TERMINATION; FOLLOWING WHICH THE CITY SHALL BE DISCHARGED FROM ANY AND ALL LIABILITIES, DUTIES, AND TERMS ARISING OUT OF, OR BY VIRTUE OF, THIS AGREEMENT.

5.3 TERMINATION FOR INSOLVENCY

The City also reserves the right to terminate the Agreement in the event the Consultant is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the right and obligations for the parties shall be the same as provided for in Section 5.2.

SECTION 6

INDEMNIFICATION, RELEASE AND INSURANCE REQUIREMENTS

6.1 INDEMNIFICATION

Consultant agrees to indemnify, defend and hold harmless the City of Miami Beach and its officers, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property (collectively, "Losses"), which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Consultant, its officers, employees, agents, contractors, or any other person or entity acting under Consultant's control or supervision (collectively, "Consultant Parties"), in connection with, related to, or as a result of the Consultant's performance of the Services pursuant to this Agreement. To that extent, the

Consultant shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals. The Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Consultant shall in no way limit the Consultant's responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

Further, Consultant hereby releases, waives, and holds harmless the City its partners, employees, servants, representatives, associates, officers, agents, volunteers, successors and assigns (collectively, "Releasees"), from and against any and all Losses that may be sustained by any of the Consultant Parties as a result of entering into, and installing/removing the Equipment at, the Designated Parking Lots.

Consultant acknowledges and agrees that the value to Consultant of conducting the pilot study exceeds the value to the City of receiving the services ("Value Differential"). Accordingly, the Value Differential is the specific consideration from the City to the Consultant for the Consultant's indemnity and release. The provisions of this Section 6.1 shall survive termination or expiration of this Agreement.

6.2 INSURANCE REQUIREMENTS

The Consultant shall maintain the below required insurance in effect prior to awarding the agreement and for the duration of the agreement. The maintenance of proper insurance coverage is a material element of the agreement and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the Agreement.

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440, and Employer Liability Insurance for bodily injury or disease. Should the Vendor be exempt from this Statute, the Vendor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt Vendor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.

B. Commercial General Liability on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. City of Miami Beach must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering any automobile, if vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with limit no less than \$1,000,000 combined per accident for bodily injury and property damage.

D. Professional Liability Insurance in an amount not less than \$1,000,000, with the deductible on a per claim basis, if any, not to exceed 10% of the limit of liability.

E. Cyber Liability in an amount of not less than \$1,000,000 with deductible not to exceed, if any, not to exceed 10% of the limit of liability.

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6.3 ADDITIONAL INSURED

City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or non-owned in the form of an endorsement to the Consultant's insurance.

6.4 NOTICE OF CANCELLATION

Each insurance policy, except for Professional Liability, required above shall provide that coverage shall not be cancelled, except with not less than 30 days' notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services. With regard to Professional Liability, in case of any reduction in coverage, other material changes, or cancellation, Consultant will provide not less than 30 days' notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

6.5 WAIVER OF SUBROGATION

Consultant agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

6.6 ACCEPTABILITY OF INSURERS

Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

6.7 VERIFICATION OF COVERAGE

Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER ON ALL COIs MUST READ:

**CITY OF MIAMI BEACH
c/o EXIGIS Insurance Compliance Services
P.O. Box 947
Murrieta, CA 92564**

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at: Certificates-miamibeach@riskworks.com

SECTION 7
LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The City and Consultant agree that any dispute, claim or controversy between them relating to or arising under this Agreement ("Dispute") will first be submitted, by written notice, to a designated representative of each Party who will meet at City's place of business or other mutually agreeable location, or by teleconference or videoconference, and confer in an effort to resolve such Dispute. Any decision of the representatives will be final and binding on the parties. In the event the representatives are unable to resolve any Dispute within ten (10) business days after submission by either of them, either Party may refer the dispute to mediation. The exclusive venue for any Dispute not resolved by mediation shall be Miami-Dade County, Florida. IN THE INTEREST OF OBTAINING A SPEEDIER AND LESS COSTLY HEARING OF ANY DISPUTE, EACH OF THE CITY AND CONSULTANT EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT AND, ACCORDINGLY, ANY TRIAL RELATING TO THIS LICENSE WILL BE A BENCH TRIAL.

SECTION 8
LIMITATION OF CITY'S LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$10,000. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$10,000.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the City shall not be liable to the Consultant for damages in an amount in excess of \$10,000 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28, Florida Statutes.

SECTION 9
DUTY OF CARE/COMPLIANCE WITH APPLICABLE LAWS/CITY DATA/OWNERSHIP OF WORK PRODUCT

9.1 DUTY OF CARE

With respect to the performance of the Services contemplated herein, Consultant shall exercise that degree of skill, care, efficiency and diligence normally exercised by reasonable persons and/or recognized professionals with respect to the performance of comparable work and/or services.

9.2 COMPLIANCE WITH APPLICABLE LAWS

In its performance of the Services, Consultant shall comply with all applicable laws, ordinances, and regulations of the City, Miami-Dade County, the State of Florida, and the federal government, as applicable.

9.3 CITY DATA

To the extent the City can lawfully do so in accordance with the Driver Privacy Protection Act (18 U.S.C. Section 2721) as the same may be amended, the City shall provide disabled person parking permit lists (which shall include only disabled permit number and tag number of associated vehicle(s)), scofflaw lists (tag number only), stolen vehicle lists (tag number only), parking violation (tag number only) and/or parking payment system data (subject to any restrictions in the City's agreements with its parking payment system vendor) to Consultant pertaining to the City Lots (collectively, the "**City Data**") to enable Consultant to cross-reference data collected by the System. Although some of the City Data may be reflected in records subject to the Florida Public Records Act, the Consultant agrees that it shall not use the City Data for any purpose other than to render the Services.

9.4 PATENT RIGHTS; COPYRIGHT; CONFIDENTIAL FINDINGS

Any work product arising out of this Agreement, including all data obtained through the installation and operation of the System at the Designated Parking Lots ("System-Generated City Data") and reports and findings generated by Consultant using such System-Generated City Data, whether alone or combined with any City Data or other information ("System-Generated Reports", and together with the System-Generated City Data, the "Work Product") shall be the property of the City and Consultant shall not publish, disseminate or use the Work Product for any purpose other than rendering the Services without the prior written consent of the City Manager, excepting any information, records etc. which Consultant is required to disclose pursuant to Court Order and/or the Florida Public Records Act.

All such Work Product shall be the sole and exclusive property of the City, and shall not be subject to any application for copyright or patent by or on behalf of the Consultant or its employees or sub-consultants, without the prior written consent of the City Manager. For the avoidance of doubt, the City shall not use the Work Product to impose parking violations or fines of any kind.

SECTION 10 **GENERAL PROVISIONS**

10.1 AUDIT AND INSPECTIONS

Upon reasonable verbal or written notice to Consultant, and at any time during normal business hours (i.e. 9AM – 5PM, Monday through Fridays, excluding nationally recognized holidays), and as often as the City Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the City Manager, and/or such representatives as the City Manager may deem to act on the City's behalf, to audit, examine, and/ or inspect, any and all other documents and/or records relating to all matters covered by

this Agreement. Consultant shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

10.2 INSPECTOR GENERAL AUDIT RIGHTS

- (A) Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.
- (B) The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Consultant, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.
- (C) Upon ten (10) days written notice to the Consultant, the Consultant shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Consultant its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.
- (D) The Inspector General shall have the right to inspect and copy all documents and records in the Consultant's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.
- (E) The Consultant shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this Agreement, for examination, audit, or reproduction, until three (3)

years after final payment under this Agreement or for any longer period required by statute or by other clauses of this Agreement. In addition:

- i. If this Agreement is completely or partially terminated, the Consultant shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
 - ii. The Consultant shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.
- (F) The provisions in this section shall apply to the Consultant, its officers, agents, employees, subcontractors and suppliers. The Consultant shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Consultant in connection with the performance of this Agreement.
- (G) Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Consultant or third parties.

10.3 ASSIGNMENT, TRANSFER OR SUBCONSULTING

Consultant shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the City Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this section, and any attempt to make such assignment (unless approved) shall be void.

10.4 PUBLIC ENTITY CRIMES

Prior to commencement of the Services, the Consultant shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with the City's Procurement Division.

10.5 NO DISCRIMINATION

In connection with the performance of the Services, the Consultant shall not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

Additionally, Consultant shall comply fully with the City of Miami Beach Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment (including independent contractors), housing, public accommodations, public services, and in connection with its membership or policies because of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, hair texture and/or hairstyle, domestic partner status, labor organization membership, familial situation, or political affiliation.

10.6 CONFLICT OF INTEREST

Consultant herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, as may be amended from time to time; and by the City of Miami Beach Charter and Code, as may be amended from time to time; both of which are incorporated by reference as if fully set forth herein.

Consultant covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of the Services. Consultant further covenants that in the performance of this Agreement, Consultant shall not employ any person having any such interest.

10.7 CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

- (A) Consultant shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.
- (B) The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.
- (C) Pursuant to Section 119.0701 of the Florida Statutes, if the Consultant meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Consultant shall:
 - (1) Keep and maintain public records required by the City to perform the service;
 - (2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if the Consultant does not transfer the records to the City;
 - (4) Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (D) REQUEST FOR RECORDS; NONCOMPLIANCE.
 - (1) A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the

requested records, the City shall immediately notify the Consultant of the request, and the Consultant must provide the records to the City or allow the records to be inspected or copied within a reasonable time, unless the requested record contains a "trade secret," as defined in Section 688.002, Florida Statutes, and confidential and exempt from Section 119.07(1), Florida Statutes, and Section 24(a), Article I of the Florida Constitution.

- (2) Consultant's failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.
- (3) A Consultant who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. [119.10](#).

(E) CIVIL ACTION.

- (1) If a civil action is filed against a Consultant to compel production of public records relating to the City's contract for services, the court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorneys' fees, if:
 - a. The court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and
 - b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, to the City and to the Consultant.
- (2) A notice complies with subparagraph (1)(b) if it is sent to the City's custodian of public records and to the Consultant at the Consultant's address listed on its contract with the City or to the Consultant's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- (3) A Consultant who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

(F) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR AS TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

CITY OF MIAMI BEACH

ATTENTION: RAFAEL E. GRANADO, CITY CLERK

1700 CONVENTION CENTER DRIVE

MIAMI BEACH, FLORIDA 33139

E-MAIL: RAFAELGRANADO@MIAMIBeachFL.GOV

PHONE: 305-673-7411

10.8 FORCE MAJEURE

- (A) A "Force Majeure" event is an event that (i) in fact causes a delay in the performance of the Consultant or the City's obligations under the Agreement, and (ii) is beyond the reasonable control of such party unable to perform the obligation, and (iii) is not due to an intentional act, error, omission, or negligence of such party, and (iv) could not have

reasonably been foreseen and prepared for by such party at any time prior to the occurrence of the event. Subject to the foregoing criteria, Force Majeure may include events such as war, civil insurrection, riot, fires, epidemics, pandemics, terrorism, sabotage, explosions, embargo restrictions, quarantine restrictions, transportation accidents, strikes, strong hurricanes or tornadoes, earthquakes, or other acts of God which prevent performance. Force Majeure shall not include technological impossibility, inclement weather, or failure to secure any of the required permits pursuant to the Agreement.

- (B) If the City or Consultant's performance of its contractual obligations is prevented or delayed by an event believed by to be Force Majeure, such party shall immediately, upon learning of the occurrence of the event or of the commencement of any such delay, but in any case within fifteen (15) business days thereof, provide notice: (i) of the occurrence of event of Force Majeure, (ii) of the nature of the event and the cause thereof, (iii) of the anticipated impact on the Agreement, (iv) of the anticipated period of the delay, and (v) of what course of action such party plans to take in order to mitigate the detrimental effects of the event. The timely delivery of the notice of the occurrence of a Force Majeure event is a condition precedent to allowance of any relief pursuant to this section; however, receipt of such notice shall not constitute acceptance that the event claimed to be a Force Majeure event is in fact Force Majeure, and the burden of proof of the occurrence of a Force Majeure event shall be on the requesting party.
- (C) No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations. The suspension of any of the obligations under this Agreement due to a Force Majeure event shall be of no greater scope and no longer duration than is required. The party shall use its reasonable best efforts to continue to perform its obligations hereunder to the extent such obligations are not affected or are only partially affected by the Force Majeure event, and to correct or cure the event or condition excusing performance and otherwise to remedy its inability to perform to the extent its inability to perform is the direct result of the Force Majeure event with all reasonable dispatch.
- (D) Obligations pursuant to the Agreement that arose before the occurrence of a Force Majeure event, causing the suspension of performance, shall not be excused as a result of such occurrence unless such occurrence makes such performance not reasonably possible. The obligation to pay money in a timely manner for obligations and liabilities which matured prior to the occurrence of a Force Majeure event shall not be subject to the Force Majeure provisions.
- (E) Notwithstanding any other provision to the contrary herein, in the event of a Force Majeure occurrence, the City may, at the sole discretion of the City Manager, suspend the City's payment obligations under the Agreement, and may take such action without regard to the notice requirements herein. Additionally, in the event that an event of Force Majeure delays a party's performance under the Agreement for a time period greater than thirty (30) days, the City may, at the sole discretion of the City Manager, terminate the Agreement on a given date, by giving written notice to Consultant of such termination. If the Agreement is terminated pursuant to this section, Consultant shall be paid for any Services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising

out of, or by virtue of, this Agreement. In no event will any condition of Force Majeure extend this Agreement beyond its stated term.

10.9 E-VERIFY

- (A) To the extent that Consultant provides labor, supplies, or services under this Agreement, Consultant shall comply with Section 448.095, Florida Statutes, "Employment Eligibility" ("E-Verify Statute"), as may be amended from time to time. Pursuant to the E-Verify Statute, commencing on January 1, 2021, Consultant shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees during the Term of the Agreement. Additionally, Consultant shall expressly require any subconsultant performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant during the contract Term. If Consultant enters into a contract with an approved subconsultant, the subconsultant must provide the Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of the contract or such other extended period as may be required under this Agreement.
- (B) **TERMINATION RIGHTS.**
- (1) If the City has a good faith belief that Consultant has knowingly violated Section 448.09(1), Florida Statutes, which prohibits any person from knowingly employing, hiring, recruiting, or referring an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States, the City shall terminate this Agreement with Consultant for cause, and the City shall thereafter have or owe no further obligation or liability to Consultant.
 - (2) If the City has a good faith belief that a subconsultant has knowingly violated the foregoing Subsection 10.9(A), but the Consultant otherwise complied with such subsection, the City will promptly notify the Consultant and order the Consultant to immediately terminate the contract with the subconsultant. Consultant's failure to terminate a subconsultant shall be an event of default under this Agreement, entitling City to terminate this Agreement for cause.
 - (3) A contract terminated under the foregoing Subsection (B)(1) or (B)(2) is not in breach of contract and may not be considered as such.
 - (4) The City or Consultant or a subconsultant may file an action with the Circuit or County Court to challenge a termination under the foregoing Subsection (B)(1) or (B)(2) no later than 20 calendar days after the date on which the contract was terminated.
 - (5) If the City terminates the Agreement with Consultant under the foregoing Subsection (B)(1), Consultant may not be awarded a public contract for at least 1 year after the date of termination of this Agreement.
 - (6) Consultant is liable for any additional costs incurred by the City as a result of the termination of this Agreement under this Section 10.9.

10.10 CONSULTANT'S COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

Consultant agrees to comply with Section 787.06, Florida Statutes, as may be amended from time to time, and has executed the Anti-Human Trafficking Affidavit, containing the certification of compliance with anti-human trafficking laws, as required by Section 787.06(13), Florida

Statutes, a copy of which is attached hereto as Exhibit “B”.

10.11 PROHIBITION ON CONTRACTING WITH A BUSINESS ENGAGING IN A BOYCOTT

Consultant warrants and represents that it is not currently engaged in, and will not engage in, a boycott, as defined in Section 2-375 of the City Code. In accordance with Section 2-375.1(2)(a) of the City Code, Consultant hereby certifies that Consultant is not currently engaged in, and for the duration of the Agreement, will not engage in a boycott of Israel.

10.12 PROHIBITION ON CONTRACTING WITH AN INDIVIDUAL OR ENTITY WHICH HAS PERFORMED SERVICES FOR COMPENSATION TO A CANDIDATE FOR CITY ELECTED OFFICE

Consultant warrants and represents that, within two (2) years after the Effective Date, Consultant has not received compensation for services performed for a candidate for City elected office, as contemplated by the prohibitions and exceptions of Section 2-311 of the City Code.

For the avoidance of doubt, the restrictions on contracting with the City pursuant to Section 2-311 of the City Code shall not apply to the following:

- (a) Any individual or entity that provides goods to a candidate for office.
- (b) Any individual or entity that provides services to a candidate for office if those same services are regularly performed by the individual or entity in the ordinary course of business for clients or customers other than candidates for office. This includes, without limitation, banks, telephone or internet service providers, printing companies, event venues, restaurants, caterers, transportation providers, and office supply vendors.
- (c) Any individual or entity which performs licensed professional services (including for example, legal or accounting services).

10.13 PROHIBITION AGAINST CONTRACTING WITH FOREIGN COUNTRIES OF CONCERN WHEN AN INDIVIDUAL’S PERSONAL IDENTIFYING INFORMATION MAY BE ACCESSED [NOTE: ONLY INCLUDE IF APPLICABLE]

Consultant hereby agrees to comply with Section 287.138, Florida Statutes, as may be amended from time to time, which states that as of January 1, 2024, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual’s personal identifying information (PII), unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in Paragraphs 2(a)-(c) of Section 287.138, Florida Statutes: (a) the entity is owned by a government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern (each a “Prohibited Entity”). A foreign country of concern is defined in Section 287.138 (1)(c), Florida Statutes, as may be amended from time to time, as the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or

any other entity of significant control of such foreign country of concern. Additionally, beginning July 1, 2025, a governmental entity may not extend or renew a contract with a Prohibited Entity. Consultant warrants and represents that it does not fall within the definition of a Prohibited Entity, and as such, has caused an authorized representative of Consultant to execute the "Prohibition Against Contracting with Entities of Foreign Countries of Concern Affidavit", incorporated herein by reference and attached hereto as Exhibit "C".

SECTION 11

NOTICES

All notices and communications in writing required or permitted hereunder, shall be delivered personally to the representatives of the Consultant and the City listed below or may be mailed by U.S. Certified Mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery service. Until changed by notice, in writing, all such notices and communications shall be addressed as follows:

TO CONSULTANT:

Pave Mobility, Inc.
1815 Griffin Road
Suite 403
Dania Beach, FL 33004
Attn: Frederick Bredemeyer

TO CITY:

City of Miami Beach
Parking Department
1755 Meridian Avenue, 2nd Floor
Miami Beach, FL 33139
Attn: Parking Director

WITH COPY TO:

City of Miami Beach
1700 Convention Center Drive, 4th Floor
Miami Beach, FL 33139
Attn: City Attorney

Notice may also be provided to any other address designated by the party to receive notice if such alternate address is provided via U.S. certified mail, return receipt requested, hand delivered, or by overnight delivery. In the event an alternate notice address is properly provided, notice shall be sent to such alternate address in addition to any other address which notice would otherwise be sent, unless other delivery instruction as specifically provided for by the party entitled to notice.

Notice shall be deemed given on the date of an acknowledged receipt, or, in all other cases, on the date of receipt or refusal.

SECTION 12

MISCELLANEOUS PROVISIONS

12.1 CHANGES AND ADDITIONS

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein

shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.2 SEVERABILITY

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12.3 WAIVER OF BREACH

A party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A party's waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

12.4 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

12.5 ENTIRETY OF AGREEMENT

The City and Consultant agree that this is the entire agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

[BALANCE OF PAGE INTENTIONALLY BLANK; SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: _____
City Clerk

Eric Carpenter, City Manager

Date: _____

FOR CONSULTANT:

PAVE MOBILITY, INC.

ATTEST:

By: _____

Print Name and Title

Print Name and Title

Date: _____

**SCHEDULE 1
DESIGNATED PARKING LOTS**

P12
P13
P16
P71

DRAFT

EXHIBIT “A” SERVICES

Comprehensive License Plate Recognition (LPR) Parking Enforcement System with Violation Detection, DMV Lookup, Citation Mailing and Reporting

Introduction

This proposal outlines a comprehensive License Plate Recognition (LPR) parking enforcement system designed to streamline parking enforcement, increase violation detection, increase payment compliance for parking sessions and citations, and better allocate staff resources to areas that require manual enforcement (i.e. residential zones, freight-loading zones, etc.).

System Components

- **LPR Cameras:** At PAVE’s sole cost and expense, high-resolution cameras will be strategically installed at parking lot entrances and exits to capture license plates.
- **Violation Detection Software:** PAVE’s advanced software will automatically read and recognize license plates, cross-check them against all payment platforms and credentialed parkers to identify potential violations such as:
 - o Non-payment
 - o Overstaying parking time limits
 - o Expired or invalid parking permits
- **DMV Lookup:** PAVE’s system integrates with third parties and/or directly to Department Motor Vehicles (DMV) to obtain real-time vehicle ownership information, ensuring accurate citations are issued in the event of a violation is detected. PAVE will be solely responsible for DMV look-up and any associated costs, regardless of the place of residence of the vehicle owner.
- **Parking Citation Issuance and Reporting**
 - o Upon detecting a violation, PAVE’s system will automatically generate a parking citation with all necessary details, including:
 - License plate number
 - Vehicle description
 - Date and time of violation with photos of vehicles’ entries/exits
 - Location of violation
 - Type of violation/statute violated
 - Citation amount
 - o PAVE will perform DMV lookup and mail citation.
 - o For vehicles that have license tags registered for _____
 - o PAVE’s system will integrate with Miami-Dade County Clerk of Court to push the citation into the Clerk’s system where it can be paid or disputed/adjudicated within the Clerk’s existing citation processing system.

- Robust Reporting and Business Intelligence System:

- o PAVE will provide comprehensive reports and analytics to gain valuable insights into parking activity, violation trends, and revenue collection.
- o Reports can be customized and generated on various metrics such as:
 - Number of vehicles parked versus number of citations issued by location and violation type
 - Revenue collected from transient payments as well as citation revenue
 - Parking space utilization rates
- o These insights can be used to optimize parking operations, identify areas for improvement, and make data-driven decisions for enhanced enforcement strategies.

Implementation and Training

PAVE will handle the entire implementation process, including:

- Site survey and camera installation
- System configuration and integration with DMV database
- User training for Parking Department staff on the system operation

Fees (assumes only 4 parking lots and 12-month Pilot Program)

Owner ID and Mailing fee per citation*: \$1.85

Fee to PAVE for per citation: \$8.20

Total fee to PAVE per citation: \$10.05

PAVE shall be entitled to receive its fees ONLY with regard to those citations that result in payment to the City. PAVE assumes risk of loss of the Owner ID and Mailing Fee in the event of non-payment for any reason of any citation issued by PAVE.

*PAVE will not issue or mail citations to owners of vehicles that (1) reflect a Miami Beach address on the vehicle registration, (2) are registered with the City's residential parking program, or (3) are registered with the City's Disabled Person Parking Registration Program. Instead, PAVE will provide all relevant information regarding parking violations detected in respect of such vehicles and the City shall charge \$1.00 per hour (resident rate) except to individuals registered in the City's Disabled Person Parking Registration Program. PAVE mobility shall not be entitled to receive the Owner ID and Mailing Fee or the fee per citation in respect of any charges imposed by the City to the owners of such vehicles.

Benefits of PAVE's LPR System

- Increased Efficiency: Automates the citation issuance process, freeing up staff time for other tasks.
- Improved Accuracy: Reduces human error in license plate recognition and citation issuance.
- Enhanced Revenue Collection: Streamlines the payment process and increases collection rates.

- **Reduced Administrative Costs:** Eliminates manual data entry and paperwork associated with citations.
- **Real-Time 24/7 Enforcement:** Enables real-time detection of violations, including scofflaws, for immediate action.
- **Data-Driven Decisions:** Provides valuable insights to optimize parking management strategies.

DRAFT

EXHIBIT "B"
ANTI-HUMAN TRAFFICKING AFFIDAVIT

In accordance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of Consultant hereby attests under penalty of perjury that Consultant does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

The undersigned is authorized to execute this affidavit on behalf of Consultant.

CONSULTANT:

_____, a _____ corporation.

Name/Title: _____ (Address) _____

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202__ by _____, as _____ of _____, a _____ corporation, known to me to be the person described herein, or who produced _____ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

(Print Name)

My commission expires: _____

EXHIBIT "C"
PROHIBITION AGAINST CONTRACTING WITH FOREIGN COUNTRIES OF CONCERN
AFFIDAVIT

In accordance with Section 287.138, Florida Statutes, incorporated herein by reference, the undersigned, on behalf of Consultant, hereby attests under penalty of perjury that Consultant does not meet any of the following criteria in Paragraphs 2(a)-(c) of Section 287.138, Florida Statutes: (a) Consultant is owned by a government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in Consultant; or (c) Consultant is organized under the laws of or has its principal place of business in a foreign country of concern.

I understand that I am swearing or affirming under oath, under penalties of perjury, to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

The undersigned is authorized to execute this affidavit on behalf of Consultant.

CONSULTANT:

_____, a _____ corporation.

Name/Title: _____ (Address) _____

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202__ by _____, as _____, of _____, a _____ corporation, known to me to be the person described herein, or who produced _____ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

(Print Name)

My commission expires: _____