

Office of Facilities Design & Construction  
Raul F. Perez, Chief Facilities Design & Construction Officer

**SUBJECT: THAT THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AUTHORIZE THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE A PARKING PERMIT AGREEMENT BETWEEN THE SCHOOL BOARD AND MIAMI PARKING AUTHORITY, FOR USE OF A PARKING GARAGE, LOCATED AT 40 N.W. 3 STREET, MIAMI, FLORIDA, TO PROVIDE STAFF PARKING FOR NEW WORLD SCHOOL OF THE ARTS, LOCATED AT 25 N.E. 2 STREET, MIAMI, FLORIDA**

**COMMITTEE: FACILITIES AND CONSTRUCTION**

**LINK TO STRATEGIC PLAN: EFFECTIVE & SUSTAINABLE OPERATIONAL PRACTICES**

Background

The District currently utilizes 12 parking spaces within a parking garage located at 40 N.W. 3 Street, Miami, Florida (“Parking Garage”), under a Parking Permit Agreement with the Miami Parking Authority (“MPA”), for use by staff at New World School of the Arts (“School”), located at 25 N.E. 2 Street, Miami, Florida. The number of parking spaces used by the School within the Garage has fluctuated over time as staffing and other District needs change. The existing Parking Permit Agreement (“Existing Agreement”) expires June 30, 2023, and the School has indicated a continuing need for the parking spaces.

District staff contacted MPA staff who expressed a willingness to enter into a new Parking Permit Agreement (“Agreement”) to allow uninterrupted District use of the parking facility for a one-year period (July 1, 2023 - June 30, 2024), with two (2) additional one (1) year extension periods, at the mutual agreement of the parties. Due to the longstanding relationship with the District, MPA has agreed to retain the existing rental obligation at its current rate of \$89.99 per parking space per month (inclusive of the City of Miami’s mandated 15% Parking Surcharge), for the initial one-year lease term. This rate has remained unchanged since 2011.

Proposed Parking Permit Agreement

The Parking Garage is currently serving School needs, is located within a short walking distance from the School and has expanded hours of operation. Given the foregoing and the lack of any viable alternate commercial or Board-owned locations to

accommodate the School's continuing need for off-site parking facilities, the Chief Operating Officer, School Operations, recommends entering into the Agreement with MPA for the continued use of the Parking Garage by the School, upon a determination by the Board that such an agreement would be in the best interest of the Board. Terms and conditions of the proposed Agreement are, substantially, as follows:

- an initial term of one (1) year (July 1, 2023-June 30, 2024);
- the Agreement may be extended under the same terms and conditions, for two (2) additional one (1) year periods, at the mutual agreement of the parties, provided the District gives written notice to MPA at least ninety (90) days prior to the expiration of the then current term;
- the rental rate shall remain unchanged at \$89.99 per parking space per month (inclusive of the City of Miami's mandated 15% Parking Surcharge) for the period of July 1, 2023 through June 30, 2024;
- should the term be extended, MPA reserves the right to increase the rental rate during each one-year renewal period by the percentage increase reflected in the Consumer Price Index; however, any such increase will be capped at 4% above the then current rate;
- the parking spaces will not be reserved, but space within the Parking Garage will be guaranteed;
- the total number of parking cards made available to the District may, at the option of the District, be increased or decreased from a minimum of nine (9) to a maximum of twenty-five (25) cards in total, by providing MPA with 30 days prior written notice, and the total monthly pricing for the applicable period of use will be adjusted accordingly based on the per card cost then in effect;
- the District shall have use of the Parking Garage from 6:00 a.m. through 10:00 p.m., Monday through Sunday;
- either Party may cancel the Agreement with 60 days prior written notice;
- MPA and the Board shall indemnify and hold each other harmless, to the extent of the limitations included within Section 768.28, Florida Statutes;
- for purposes of the Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the Board to grant or deny approvals under the Agreement relating to routine coordination, use and operation of the parking facilities, including increasing or decreasing the number of parking spaces used by the School within the Parking Garage; and

- in addition to the above, the Superintendent of Schools shall be the party designated by the Board to execute any amendments to the Agreement within the authority granted to the Superintendent by the Board in the Agreement, and to grant or deny any approvals under the Agreement, including placing MPA in default, and renewing, extending, canceling or terminating the Agreement.

The proposed Agreement has been reviewed and approved for legal sufficiency by the School Board Office of the General Counsel, as well as reviewed by the Office of Risk and Benefits Management, and found to be in compliance with risk management requirements. A copy of the Agreement in its final form is attached hereto as Exhibit "A".

**RECOMMENDED:**

That The School Board of Miami-Dade County, Florida, upon its determination that entering into the agreement described herein is in the best interest of the Board, authorize the Superintendent to:

- 1) finalize negotiations and execute a Parking Permit Agreement (“Agreement”) between the School Board and Miami Parking Authority (“MPA”), for use of a parking garage (“Garage”), located at 40 N.W. 3 Street, Miami, Florida, to provide staff parking for New World School of the Arts (“School”), located at 25 N.E. 2 Street, Miami, Florida, under, substantially, the terms and conditions noted in the agenda item;
- 2) grant or deny approvals under the Agreement relating to routine coordination, use and operation of the Garage, and increasing or decreasing the number of parking spaces used by the School within the Garage; and
- 3) execute any amendments to the Agreement within the authority granted to the Superintendent by the Board in the Agreement, and to grant or deny all approvals required under the Agreement, including placing MPA in default, and renewing, extending, cancelling or terminating the Agreement.

MAL:mal

## **PARKING PERMIT AGREEMENT**

THIS PARKING PERMIT AGREEMENT (“**Agreement**”) is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2023, by and between THE DEPARTMENT OF OFF-STREET PARKING, A/K/A, MIAMI PARKING AUTHORITY (“**MPA**”), an agency and instrumentality of the City of Miami, a municipal corporation (“**City**”), and THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida (“**School Board**”). MPA and the School Board are sometimes referred to in this Agreement individually as “**Party**” and collectively as the “**Parties**”.

### **RECITALS**

WHEREAS, MPA is an organization whose primary business is parking management throughout the City; and

WHEREAS, New World School of the Arts (“**School**”), located at 25 NE 2 Street, Miami, Florida 33128, requires off-site parking to serve staff; and

WHEREAS, MPA and the School Board entered into a Lease Agreement dated June 28, 2018 (“**Existing Agreement**”), for the School Board’s use of parking within parking garage G1, located at 40 NW 3 Street, Miami, Florida 33128; and

WHEREAS, the Existing Agreement expires on June 30, 2023; and

WHEREAS, MPA has agreed to continue to make parking available to the School Board within parking garage G1, under the terms and conditions as set forth below; and

WHEREAS, the School Board of Miami-Dade County, Florida, has authorized this Agreement in accordance with Board Action No. \_\_\_\_, \_\_\_\_, at its meeting of June 21, 2023.

NOW, THEREFORE, for and in consideration of the conditions and covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the School Board and MPA agree as follows:

### **TERMS OF THE AGREEMENT**

- 1) **RECITALS**: The recitals are true and correct and are hereby incorporated and made part of this Agreement.
- 2) **PARKING FACILITY**: Parking will be made available to the School Board, for use by the School, within the parking garage located at 40 NW 3 Street, Miami, Florida 33128 (“**Parking Facility**”). The Parking Facility will be available to the School Monday through Sunday from 6:00 a.m. to 10:00 p.m., including any national holiday. MPA may, on occasion, and in order to meet community needs from time to time (e.g. Parade, large community event, etc.) modify the opening or closing time of the Parking Facility. In that event, MPA shall, to the extent possible, limit the interruption to its normal schedule, and provide the School Administrator with forty-eight (48) hours advance written notice.

- 3) **TERM AND RENTAL:** This Agreement shall be effective upon the date on which the last of the Parties initials or executes this Agreement (“**Effective Date**”). The initial term of this Agreement shall commence July 1, 2023 (“**Commencement Date**”) and shall remain in effect until June 30, 2024 at midnight (“**Term**”), unless otherwise cancelled or extended, as specified elsewhere in this Agreement. MPA shall provide the School with up to twenty-five (25) parking spaces, as specified under Article 4(A) of this Agreement, at a rate of Eighty-Nine U.S. Dollars and 99/100 (\$89.99) per card per month, inclusive of the City’s 15% Parking Surcharge. The School Board shall issue payment on a monthly basis upon receipt of an invoice from MPA. The School Board is exempt from the payment of taxes of any nature whatsoever, including without limitation, ad valorem, intangible tax, documentary stamp tax or sales tax. Unless otherwise exempt or immune, the School Board shall be responsible for any other levies, government impositions, surcharges, fees, and any other assessment associated with its use of the Parking Facility under this Agreement.

This rate will remain unchanged for the initial Term of this Agreement. MPA reserves the right to increase the rental rate during each one-year renewal period by the percentage increase reflected in the United States Consumer Price Index (for all Urban Consumers) in effect ninety (90) days before the anniversary of the Commencement Date of this Agreement. However, in no event shall this amount increase by more than four percent (4%) annually.

4) **SCOPE OF SERVICES:**

A. Effective as of the Commencement Date, MPA shall provide the School Board with twelve (12) parking cards for access to the Parking Facility, unless such number is increased or decreased by the School Board as provided below. Parking spaces will not be reserved, but space within the Parking Facility will be guaranteed. The total number of parking cards made available to the School Board may, at the School Board’s option, be increased or decreased (from 9 to 25 cards in total), by providing MPA with thirty (30) days written notice, and the total monthly pricing for the applicable period of use will be adjusted accordingly based on the per card cost then in effect.

B. MPA will, at its sole cost, manage, supervise and staff the Parking Facility as necessary during the School Board’s period of use. MPA shall be responsible for all maintenance and utility costs, if any, of the Parking Facility.

- 5) **OPTION TO EXTEND:** The School Board may extend this Agreement beyond June 30, 2024, under the same terms and conditions, for two (2) additional one (1) year periods, upon the mutual agreement of the Parties, by providing MPA with a minimum of ninety (90) days advance written notice. MPA reserves the right to increase the rental rate during each one-year renewal period by the percentage increase reflected in the United States Consumer Price Index (for all Urban Consumers) in effect ninety (90) days before the anniversary of the Commencement Date of this Agreement. However, in no event shall this amount

increase by more than four percent (4%) annually. The Parties acknowledge and agree that any such extension will be accomplished through the execution by the Parties of an amendment to this Agreement. Continuation of this Agreement beyond the initial Term is a prerogative of the MPA, and not a right of the School Board. This prerogative will only be exercised when such continuation is clearly in the best interest of the MPA and in MPA's sole discretion.

- 6) **TERMINATION OR CANCELLATION RIGHTS:** In addition to any other provisions of this Agreement, MPA and the School Board shall each have the right to terminate or cancel this Agreement, in its entirety, or for any portion of the Parking Facility, at any time, without penalty, by giving written notice to the other Party at least sixty (60) days prior to the effective date of such termination. Notwithstanding this provision, MPA will make every reasonable effort to not cancel or terminate the Agreement, in whole or in part, during the regular school year, as set forth annually in the School Board's official Elementary and Secondary School Calendar.
- 7) **DAMAGE OR DESTRUCTION:** In the event the Parking Facility (or any portion thereof) should be destroyed or so damaged to the extent that the Parking Facility, in whole or in part, is rendered untenable or unfit for the purpose of the School Board, the School Board or MPA may immediately cancel this Agreement in whole or in part, as provided in Section 6, by giving written notice to the other Party. In such event, the effective date of such cancellation shall be the date of the damage or destruction which rendered the Parking Facility untenable or unfit for the purpose intended, and the School Board's responsibilities under this Agreement, including the payment of rent, fees, or any other financial obligation, shall cease as of that date. In the event neither the School Board nor MPA cancel this Agreement, MPA shall repair the Parking Facility, and the School Board's responsibilities under this Agreement, including the payment of rent, fees, or any other financial obligation, shall toll during the time that the unrentable portion of the Parking Facility is not available to the School Board.
- 8) **NOTICE:** A. Notices – All notices or other communications required under this Agreement shall be in writing and shall be given by either 1) hand-delivery, 2) certified U.S. Mail, return receipt requested, 3) FedEx or other comparable overnight service, 4) telephone facsimile transmission with transmission receipt, or 5) electronic mail addressed to the other Party at the address indicated herein or to another address as a Party may designate, by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

To School Board:

The School Board of Miami-Dade County, Florida  
c/o Superintendent of Schools  
School Board Administration Building  
1450 N.E. Second Avenue, Room 912  
Miami, Florida 33132

Fax: 305-995-1488

With a copy to:

Miami-Dade County Public Schools  
Office of Facilities, Design & Construction  
Attention: Chief Facilities Design & Construction Officer  
1450 N.E. Second Avenue, Room 923  
Miami, Florida 33132  
Fax: 305-995-1918  
E-mail: [RPerez6@dadeschools.net](mailto:RPerez6@dadeschools.net)

With a copy to:

The School Board of Miami-Dade County, Florida  
School Board Office of the General Counsel  
1450 NE 2<sup>nd</sup> Avenue, #400  
Miami, FL 33132  
Attn: School Board General Counsel

Fax: 305-995-1412

E-mail: [Walter.Harvey@dadeschools.net](mailto:Walter.Harvey@dadeschools.net) and [ACraft@dadeschools.net](mailto:ACraft@dadeschools.net)

To MPA:

Miami Parking Authority  
CEO  
40 NW 3rd Street, PH 1103  
Miami, Florida 33128  
Fax Number: 305-371-9451  
Email: [aargudin@miamiparking.com](mailto:aargudin@miamiparking.com)

With a copy to:

City of Miami  
City Attorney  
444 SW 2<sup>nd</sup> Avenue, Suite 945  
Miami, Florida 33130  
Fax Number: 305-416-1801  
Email: \_\_\_\_\_@miamigov.com

B. For purposes of this Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the School Board to grant or deny approvals under the Agreement relating to routine coordination, use and operation of the Parking Facility and increasing or decreasing the number of parking spaces used by the School

Board within the Parking Facility. In addition to the foregoing, the Superintendent of Schools shall be the party designated by the School Board to execute any amendments to the Agreement within the authority granted to the Superintendent by the School Board in this Agreement, and to grant or deny any approvals under the Agreement, including placing MPA in default and renewing, extending canceling or terminating the Agreement as provided herein.

C. For purposes of this Agreement, the Chief Executive Officer of the MPA or his/her designee (“**CEO**”) shall be the party designated by the MPA to grant or deny approvals under the Agreement relating to routine coordination, use and operation of the Parking Facility and increasing or decreasing the number of parking spaces used by the School Board within the Parking Facility. In addition to the foregoing, the CEO shall be the party designated by the MPA Board to execute any amendments to the Agreement, and to grant or deny any approvals under the Agreement, including placing School Board in default and renewing, extending canceling or terminating the Agreement as provided herein.

- 9) **DEFAULT:** Upon written notification from one Party placing the other in default, the defaulting Party shall have thirty (30) days to cure such default, or provide the other Party with a written response within thirty (30) days of receipt of said notice indicating how the defaulting Party intends to cure the default and providing a mutually agreeable timeframe for completion of same, said approval not to be unreasonably withheld. If the default is not cured within the stipulated timeframe, the non-defaulting Party shall have the right to terminate this Agreement, without penalty, upon ten (10) days additional written notice to the defaulting Party.
- 10) **INDEMNIFICATION AND HOLD HARMLESS:** MPA does hereby agree to indemnify and hold harmless the School Board to the extent of the limitations included within Section 768.28, Florida Statutes, subject to the provisions in this Act whereby the School Board shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment or portions thereof, which then totaled with all other claim of judgments paid by the School Board arising out of the same incident or occurrence, exceeds the sum of \$300,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the School Board’s negligence, actions, or failure to act under the term and conditions of this Agreement. However, nothing herein shall be deemed to indemnify MPA for any liability or claim arising out of the negligence, performance or failure of performance of MPA or as a result of the negligence of any unrelated third party.

The School Board does hereby agree to indemnify and hold harmless MPA to the extent of the limitation included within Section 768.28, Florida Statutes, subject to the provisions in this Act whereby MPA shall not be held liable to pay a personal or property damage claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment

or portions thereof, which then totaled with all other claim of judgments paid by the MPA arising out of the same incident or occurrence, exceeds the sum of \$300,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of MPA's negligence, actions, or failure to act under the term and conditions of this Agreement. However, nothing herein shall be deemed to indemnify the School Board for any liability or claim arising out of the negligence, performance or failure of performance of the School Board or as a result of the negligence of any unrelated third party.

The provisions of this Article shall survive the expiration or early termination or cancellation of this Agreement.

- 11) **AMENDMENTS**: In addition to the requirements set forth elsewhere in this Agreement, MPA and the School Board, by mutual agreement, shall have the right, but not the obligation, to amend this Agreement. Such amendments shall be effective only when signed by both Parties and shall be incorporated as part of this Agreement.
- 12) **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**: MPA and the School Board agree to comply with and observe all applicable Federal, State and local regulations, laws, codes and ordinances, including without limitation the Americans with Disabilities Act, as they apply to this Agreement and as they may be amended from time to time.
- 13) **LEGAL FEES AND COURT COSTS**: In the event of any litigation between the Parties under this Agreement, each Party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the expiration or early termination or cancellation of this Agreement.
- 14) **NON-DISCRIMINATION**: MPA and the School Board agree that there will be no discrimination against any person based upon race, color, sex, religious creed, ancestry, ethnic or national origin, citizenship status, mental or physical handicap, genetic information, age, political beliefs, sexual orientation, gender, gender identification, marital status, social and family background, linguistic preference, pregnancy or as otherwise provided by law, in the use of the Parking Facility. It is expressly understood that upon determination by a court of competent jurisdiction that discrimination has occurred, such event shall be treated as a Default hereunder.
- 15) **CONSTRUCTION OF AGREEMENT**: This Agreement and any extensions hereto shall be construed and enforced according to the laws of the State of Florida. Venue in any civil action between the Parties shall be in Miami-Dade County, Florida. Each Party shall bear its own expenses, attorneys' fees and all related costs and expenses in connection with any civil action between the Parties, through trial and appellate levels. The provisions of this paragraph shall survive the termination of this Agreement.

- 16) **ASSIGNMENT**: This Agreement shall not be assigned by the School Board, in whole or in part, without the prior written consent of MPA, which may be withheld or conditioned, in MPA's sole discretion.
- 17) **REPRESENTATIONS**: MPA represents and warrants that it has the full right and authority to enter into this Agreement, as relates specifically to the School Board's use of the Parking Facility, under the terms and conditions of this Agreement, including the monthly rate charged for issuance of parking cards.
- 18) **TOLLING**: The School Board may, at its option, toll the Agreement, during any period when the School will not be in session (e.g. summer recess), provided such tolling is in monthly increments. The School Board shall provide MPA with a minimum of thirty (30) days advance written notice of its election to toll this Agreement.
- 19) **FLORIDA PUBLIC RECORDS LAW; AUDITS AND INSPECTIONS & ACCESS TO RECORDS**: This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. MPA understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. MPA shall keep and maintain public records required by the School Board to perform the service. MPA shall keep records to show its compliance with this Agreement. MPA's contractors and subcontractors must make available, upon request of the School Board, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of MPA or its assigns, contractors or subcontractors which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the School Board's custodian of public records, MPA shall provide the School Board 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 this chapter or as otherwise provided by law. MPA shall 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 term of this Agreement and following the expiration or early termination or cancellation of this Agreement if MPA does not transfer the records to the School Board. MPA, its assigns, contractors and sub-contractors shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). MPA, upon completion of the Agreement, shall transfer, at no cost to the School Board, all public records in possession of MPA or keep and maintain public records required by the School Board to perform the service. If MPA transfers all public records to the School Board upon completion of the Agreement, MPA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If MPA keeps and maintains public records upon completion of the Agreement, MPA shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

MPA shall incorporate this provision into every contract that it enters into relating to the parking spaces.

**IF MPA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, [pr@dadeschools.net](mailto:pr@dadeschools.net), and 1450 NE 2 Avenue, Miami, Florida 33132.**

**20) MISCELLANEOUS PROVISIONS:**

- a) Title and paragraph headings are for convenient reference and are not a part of this Agreement and any extension hereof.
- b) No waiver or breach of any provision of this Agreement and of any extension hereof shall constitute a waiver of any subsequent breach of the same or any other provision hereof or thereof, and no waiver shall be effective unless made in writing by the Party granting such waiver.
- c) Should any provision, paragraph, sentence, word or phrase contained in this Agreement (and of any extension hereof) be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, Miami-Dade County, or the City of Miami, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement (and any extension hereof) shall remain unmodified and in full force and effect or limitation of its use.
- d) RECORDATION: This Agreement may not be recorded by either Party.
- e) TIME IS OF THE ESSENCE: Time is of the essence in the performance of this Agreement.
- f) COUNTERPARTS: This Agreement and any future amendments, may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one Agreement.
- g) WAIVER OF TRIAL BY JURY: The Parties waive trial by jury in any action, proceeding or counterclaim brought by either Party against the other with respect to any matter arising under this Agreement.
- h) BROKERS: MPA represents that there are no brokers, salesmen or finders involved in the transaction contemplated by this Agreement. If any other claim for a brokerage fee or commission in connection with this transaction is made by any broker, salesman or finder claiming to have dealt by, through or on behalf of MPA ("**Indemnitor**"), and in consideration of the mutual promises contained in this Agreement, Indemnitor shall indemnify, defend

and hold harmless the School Board ("**Indemnitee**"), and Indemnitee's officers, directors, agents, and representatives, from and against any and all liabilities, damages, claims, costs, fees, and expenses whatsoever with respect to said claim for brokerage. The provisions of this Paragraph shall survive the expiration or earlier termination of this Agreement.

i) **SOVEREIGN IMMUNITY:** No provision contained in this Agreement shall be deemed a waiver of either Party's sovereign immunity.

21) **ENTIRE AGREEMENT:** This instrument and its attachments constitute the sole and the only Agreement of the Parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior contracts, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

**[INDIVIDUAL SIGNATURE PAGES FOLLOW]**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their respective officials thereunto duly authorized, this the day and year above written.

Witness

\_\_\_\_\_

Print Name

\_\_\_\_\_

Witness

\_\_\_\_\_

Print Name

\_\_\_\_\_

**MPA:**

MIAMI PARKING AUTHORITY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**WITNESSES AS TO SCHOOL BOARD:**

**SCHOOL BOARD:**  
THE SCHOOL BOARD OF MIAMI-  
DADE COUNTY, FLORIDA

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Jose L. Dotres  
Superintendent of Schools

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**TO THE SCHOOL BOARD: APPROVED  
AS TO RISK MANAGEMENT ISSUES:**  
Office of Risk and Benefits Management

**RECOMMENDED:**

\_\_\_\_\_  
Risk and Benefits Officer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Raul F. Perez  
Chief Facilities Design & Construction  
Officer  
Date: \_\_\_\_\_

**TO THE SCHOOL BOARD: APPROVED  
AS TREASURY MANAGEMENT  
ISSUES:**  
Office of Treasury Management

**TO THE SCHOOL BOARD:  
APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:**

\_\_\_\_\_  
Treasurer  
Date: \_\_\_\_\_

\_\_\_\_\_  
School Board Office of the General  
Counsel  
Date: \_\_\_\_\_