

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

SUBJECT: **AUTHORIZE THE SUPERINTENDENT TO EXECUTE A REVOCABLE LICENSE AGREEMENT WITH THE DEPARTMENT OF OFF-STREET PARKING OF THE CITY OF MIAMI, FLORIDA, A/K/A THE MIAMI PARKING AUTHORITY, FOR USE OF BOARD-OWNED PARKING FACILITIES**

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COMMITTEE: **FACILITIES AND CONSTRUCTION**

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

Background

District staff and representatives of the Department of Off-Street Parking of the City of Miami, Florida (a/k/a the Miami Parking Authority) ("MPA") have been in discussions concerning the possible use of the Board-owned parking lot, located at 1610 NE 1 Court ("Fortress Parking Lot") by MPA to provide professional parking services ("Parking Services"). The Fortress Parking Lot contains approximately seventy-five (75) parking spaces, and it is anticipated that parking will be made available on an hourly, as well as a monthly basis. Under the proposed Revocable License Agreement ("Agreement"), the Board will delegate to MPA the responsibility of providing Parking Services, on behalf of the Board, including, but not limited to, shared parking enforcement activities.

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Additionally, MPA has the authority to operate anywhere within Miami-Dade County. Given the unique opportunity to utilize Board-owned parking facilities to service World Cup events and other activities to be held throughout the year in proximity to various school sites, the proposed Agreement will also allow for the use by MPA of parking facilities at any Board-owned location within the District, from time to time, subject to approval by the Superintendent. This provides the Board with an opportunity to secure funds on an ongoing basis for concerts, sporting events, etc.

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Proposed Agreement

It is recommended that the Superintendent be authorized to execute an Agreement between the Board and MPA under, substantially, the following terms and conditions, upon a determination by the Board that such an Agreement would be in the best interest of the Board:

- A three (3) year initial term, with an ability to extend for two (2) additional one (1) year periods thereafter;

- The specific services to be provided by MPA may be modified from time to time, through an amendment to the Agreement;
- MPA shall have use of the Fortress Parking Lot on an ongoing basis, as well as potential use of any other Board-owned parking facility, from time to time, subject to approval by the Superintendent;
- The District and MPA will establish a mechanism for enforcement activities within the Parking Lot, including issuance of citations, booting, and towing services;
- All users of the Parking Lot, including the District, shall pay the applicable parking rate established by MPA;
- Revenue collected will be shared between the parties, with the District anticipated to receive 85% of net revenue; and
- In addition to any other provisions, either party shall have the right to terminate or cancel the Agreement at any time for convenience, with or without cause, by giving written notice to the other party thirty (30) days prior to the effective date of such termination.

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

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) execute a Revocable License Agreement (“Agreement”) with the Department of Off-Street Parking of the City of Miami, Florida, a/k/a the Miami Parking Authority (“MPA”), for use of the Board-owned parking facility located at 1610 NE 1st Court, as well as potential use of any other Board-owned parking facility, from time to time, subject to approval by the Superintendent, substantially as set forth in the agenda item;
- 2) execute amendments to the Agreement within the authority granted to the Superintendent by the Board in the Agreement, including routine coordination and use of the premises, or for any other routine operational issues; and
- 3) grant or deny any approvals required by the Agreement, including without limitation, amending any of the exhibits to the Agreement, placing MPA in default, and renewing, extending, cancelling or terminating the Agreement, as provided in the Agreement.

ADDENDUM

REVOCABLE LICENSE AGREEMENT

(School Board Fortress Lot; approx. 75 Spaces)

THIS REVOCABLE LICENSE AGREEMENT (“License” or “Agreement”) is made and entered into this _____ day of _____, 2026 (“Effective Date”), by and between the **Department of Off-Street Parking of the City of Miami, Florida a/k/a the Miami Parking Authority**, an agency and instrumentality of the City of Miami, Florida (“City”), located at 40 N.W. 3rd Street, Suite 1103, Miami, Florida 33128 (“MPA”), and **The School Board of Miami-Dade County, Florida**, a body corporate and politic existing under the laws of the State of Florida, located at 1450 N.E. 2nd Avenue, Room 525, Miami, Florida 33132 (“School Board” or “Owner”). The MPA and Owner shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

RECITALS

WHEREAS, Owner owns a parking lot consisting of approximately seventy-five (75) parking spaces, specifically located at 1610 N.E. 1st Court, Miami, Florida 33132 with Miami-Dade County Folio Number 01-3136-069-0010 (“Parking Lot”); and

WHEREAS, Owner is desirous of obtaining comprehensive professional parking services for the orderly conduct of parking operations, and is seeking an exemplary parking solution from the MPA for implementation at the Parking Lot (collectively “Parking Services”, as further defined herein); and

WHEREAS, the Parties are desirous of making other parking facilities owned by the Owner available for use by the MPA, from time to time, under terms and condition set forth herein; and

WHEREAS, Owner has decided to delegate to the MPA the responsibility of providing Parking Services, on behalf of Owner, including, but not limited to, shared parking enforcement activities, strictly on the terms and conditions set forth herein; and

WHEREAS, this License is not assignable by the MPA and does not transfer an interest in real property including any leasehold interest in real property; and

WHEREAS, this License does not confer a right to use any real property for any general purposes, but only permits certain, enumerated, specific and listed uses and/or activities and does not permit anything further; and

WHEREAS, MPA has formulated a plan for operating its Parking Services at the Parking Lot, which MPA represents to be a plan in accordance with all local, County, State, School Board, Federal and/or Centers for Disease Control and Prevention (“**CDC**”) guidelines and requirements related to the COVID-19 pandemic, as such CDC guidelines may be amended from time to time, and has adopted policies and procedures to address operational criteria and requirements that may be implemented for any future pandemic (“**Operating Plan**”); and

WHEREAS, The School Board of Miami-Dade County, Florida, has authorized this Agreement in accordance with Board Item F-7, Board Action No. _____, at its meeting of June 17, 2026; and

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and the foregoing and the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1.0 RECITALS. The foregoing Recitals are true and correct and are incorporated herein by this reference.

2.0 LICENSED AREA. The designated area for use under this License is that certain Parking Lot, located at 1610 N.E. 1st Court, Miami, Florida 33132, containing approximately seventy-five (75) parking spaces, with Miami-Dade County Folio Number 01-3136-069-0010 (“**Licensed Area**”), as more particularly described in the attached **Exhibit “B”**. In addition to defining the Licensed Area, Exhibit “B” shall also include the approved schedule of use, rental rate, etc. Additional School Board-owned facilities may be made available to the MPA, from time to time, subject to approval by the Superintendent of Schools (“**Superintendent**”) or designee (“**Additional Licensed Area(s)**”). Other than specific terms and conditions established by the Superintendent or designee to accommodate use by the MPA of the Additional Licensed Area, such use by the MPA shall at all times be under the terms and conditions set forth in this Agreement.. It is anticipated that such use will be conditioned upon, but not limited to, agreement on hours of use, rate to be charged, site security, clean-up, and other operational considerations. Once confirmed in writing by the Superintendent or designee, the approved schedule of use, rental rate, etc., shall be attached hereto and made a part hereof as **Exhibit “B-1”**. In the same fashion, any subsequent approved use of one or more Additional Licensed Areas shall be attached hereto and made a part hereof as **Exhibit “B-2”**, **Exhibit “B-3”**, etc. (Exhibits “B-1”, “B-2” and B-3”, etc., are sometimes referred to herein collectively as **Exhibit “B”**). The Parties acknowledge and agree that in the event of a conflict between Exhibit “B” and the Agreement, the provisions of the Agreement shall govern.

2.1 Access to the Licensed Area. Owner and its representatives, agents, employees, and invitees shall always have access to the Licensed Area and entry at any time at Owner’s discretion to (a) inspect the Licensed Area, (b) perform any obligations of Owner hereunder, (c) ensure MPA’s compliance with the terms and conditions of this License and all applicable laws, ordinances, rules, and regulations and (d) for all other purposes as may be deemed necessary by Owner.

3.0 TERM OF LICENSE. The Effective Date (as set forth above) shall be the later date of execution of the Agreement by the Parties, which date shall also serve as the Commencement Date, and shall continue for an initial term of three (3) years. Subject to the mutual agreement of the Parties, the term may be extended for two (2) additional one (1) year options to renew (collectively the “**Term**”), unless sooner terminated in accordance with the terms hereof. The Parties acknowledge and agree that any extension of the term shall be accomplished through the execution by the Parties of a renewal to this Agreement in compliance with the provisions set forth in Section 9.3. The MPA shall have no right to unilaterally extend the Term. Either Party shall have the right to terminate this Agreement, by providing at least thirty (30) days prior written notice of termination to the other Party.

4.0 LICENSE TO PROVIDE PARKING SERVICES:

4.1 MPA’s Responsibilities. The MPA shall retain overall responsibility for the operation, management, and enforcement of parking activities on the Parking Lot on behalf of Owner, upon the terms and conditions set forth herein, including the functions indicated in Exhibit “B” (“**Parking Services**”). Notwithstanding the above, either Party shall have the right, from time to time, to request adjustments to the Parking Services to be provided within the Licensed Area under this Agreement, at least sixty (60) days (wherever the term “**day**” appears in this Agreement, it shall be defined as calendar day unless otherwise noted) prior to the proposed effective date of such modification, for review and consideration by the other Party. In the event the request for modification of the Parking Services within the Licensed Area is recommended by the other Party, the Parties agree that changes to the Parking Services may only be accomplished subject to the approval of the Superintendent or designee. In that event, Exhibit “B” shall be modified accordingly, initialed and dated by both Parties or their authorized designees at the bottom, and attached hereto and made a part hereof, and remain in effect until such time as it may be further amended. In the event of a conflict between the Parking Services to be provided as set forth elsewhere in this License, or the Parking Services to be provided as set forth in Exhibit “B”, as it may be amended, the provisions of the most current version of Exhibit “B” shall govern. The MPA shall provide Parking Services Monday through Sunday, twenty-four (24) hours per day, seven (7) days per week, including holidays.

Notwithstanding any other provisions of this Agreement, MPA acknowledges and agrees that the safety and security of parking patrons is of critical import while using the Parking Lot or any Additional Licensed Areas. In that regard, MPA shall ensure that one of the following conditions remains in place at all times while MPA has use of the Parking Lot or any Additional Licensed Areas during evening hours: (1) existing Parking Lot or any Additional Licensed Area lighting, if any, shall remain operable and functioning and be of

sufficient lumen output as required by local Ordinance; or (2) mobile lighting units are in place and properly operating in the Parking Lot or any Additional Licensed Areas, in locations and quantities as agreed to by the Owner through its authorized designee.

4.1.1 Use of the Parking Lot. The Parking Lot shall be used solely for the operation, management, and enforcement of public parking for non-commercial vehicles, and for no other use or purpose of any kind or nature whatsoever. The MPA shall not permit the Parking Lot to be used in any manner inconsistent with this Agreement, School Board Policy or any applicable law. The MPA shall make no permanent alterations to the Parking Lot, unless so authorized in writing by the Owner. In that event, MPA acknowledges and agrees that all such work shall be done in compliance with Miami-Dade County Public Schools (“**District**”) rules, regulations and construction criteria, and the District’s Building Department shall be the entity responsible for reviewing and approving all construction documents, issuing permits for construction and providing final acceptance of the work.

The Owner shall be responsible for routine maintenance and repair of the Parking Lot. Notwithstanding this provision, routine maintenance shall be completed by the Owner: (1) only during those days and times that District staff utilize the Perla Tabares Hantman School Board Administration Building for its daily operations (i.e. routine operating hours); and (2) in conformance with District standards, operating hours, procedures and frequency of service. In the event the MPA determines a need for certain maintenance and/or repair within the Parking Lot that falls under the responsibility of the Owner, the MPA shall communicate same, in writing, to the Owner’s dedicated representative (“**District Staff Liaison**”).

4.1.2 Owner’s Rights. The MPA acknowledges and agrees that the Owner retains all rights to use and enter upon the Parking Lot, including the right to inspect and conduct maintenance and repairs, provided that such use and entry does not unreasonably interfere with the Parking Services provided by the MPA.

4.1.3 Signage. The MPA shall provide directional, parking, and PayByPhone and ParkMobile signage at designated locations within the Parking Lot, with Owner’s written consent as to their installation, specific number, and location. At the termination, cancelation or expiration of this Agreement, MPA shall remove its signage, at its sole cost and expense.

4.1.4 License Plate Recognition (“LPR”). Once the Parking Lot is operational, the MPA may procure a license plate recognition (“**LPR**”) solution with the Owner’s written consent. Unless otherwise agreed to in writing by the

Superintendent, the MPA represents and warrants that use of an LPR system shall be limited exclusively to scanning of license plates of cars parked in the Parking Lot in order to verify payment by a customer for use of the Parking Lot or for any other parking related violations, and for no other purpose.

4.1.5 Compliance with Laws. The Parking Services shall comply with all applicable laws and regulations, including, without limitation, School Board Policies, the Florida Building Code, the Americans with Disabilities Act, COVID-19 restrictions or any restrictions and/or measures relating to a pandemic as may be defined by federal, state, local and/or School Board policy, as all may be further amended from time to time and to the extent required by applicable law, which ever is more restrictive.. Additionally, the MPA shall ensure that the use of the Parking Lot does not create a nuisance to, interfere with, or disturb adjoining properties.

4.1.6 Enforcement. The Owner shall have the ‘right of first refusal’ at all times to provide School District Police Officers or other qualified/authorized District staff the right to enforce applicable parking rules and regulations within the Parking Lot, and shall be fully authorized to issue citations and/or warning notices to offenders, and to retain any and all fees or fines so collected. The MPA shall provide the Owner with the means and methods of determining the status of parking violations within the Parking Lot. The MPA shall have the right to enforce rules and regulations within the Parking Lot at all other times. The Parties shall work collaboratively to establish a process and/or schedule to determine which entity is authorized to engage in enforcement activities at any particular time. Enforcement activities, may include, but are not limited to, the issuance of citations, booting, and towing services, which shall be conducted by the Owner and the MPA using all lawful means, pursuant to the applicable codes and regulations of Miami-Dade County, the School Board and the City, as each may be amended from time to time. In addition, the MPA may contract directly with a towing company for removal of unauthorized vehicles from the Parking Lot. The MPA shall cause the towing company to indemnify and hold harmless the Owner, its employees and representatives, from any and all liability, damages and claims relating to such towing or towing contract

5. PARKING REVENUE:

5.1 Parking Rates. All users of parking spaces within the Parking Lot, including the Owner, and its respective customers, invitees, employees, agents, tenants, and authorized representatives, shall pay the applicable parking rate established by the MPA and approved by the District Staff Liaison (with the current or future parking rates to be established as

set forth herein and in conformance with Exhibit “B”). Effective with the Effective Date, the parking rates shall be as follows (“**Parking Rates**”):

5.1.1 Parking Rate. The Parking Rate shall be charged as follows:

- a. **Daily** – from 7:00 AM through 5:00 PM (including weekends), in the amount of Three Dollars (\$3.00) per hour, and a flat rate from 5:00 PM through 7:00 AM (including weekends), in the amount of Seven Dollars (\$7.00), including all applicable State of Florida or any other Sales Tax and City surcharges (if any are imposed). The Parking Rate shall be charged to all users of the Parking Lot and paid via PayByPhone or ParkMobile applications. As merchant of record, the MPA shall have periodic access to the total Parking Rate charged.
- b. **Monthly** – in the amount of One Hundred Fifteen Dollars (\$115.00), including applicable State of Florida or any other Sales Tax and City surcharges (if any are imposed). The Parking Rate shall be charged to all users of the Parking Lot, with payments made via the MPA’s website and utilizing the MPA’s ecommerce system. As merchant of record, the MPA shall have periodic access to the total Parking Rate charged.

5.1.2 Revenue and Net Revenue. As merchant of record, the MPA shall collect all Parking Rates (“**Revenue**”) and shall timely remit applicable taxes and City surcharges (if any are imposed) to the appropriate State of Florida, City departments and/or agencies or other jurisdictional entities on a monthly basis. Any penalty or fee associated with MPA’s failure to timely pay the applicable taxes or surcharges shall be the responsibility of the MPA to resolve, without penalty to Owner. The MPA’s failure to comply with sales tax or surcharge requirements shall cause MPA to be in material breach, and the Owner may, at its sole option, terminate this Agreement as set forth in Section 6.8.1. The amount of Revenue remaining each month after the payment by MPA of applicable taxes and City surcharges (if any are imposed) shall be defined as “**Net Revenue**”, and shall not include any other cost or expense other than those specifically enumerated herein.

5.2 Payment to Owner/Management Fee. On the first day of each month, or on another day each month as mutually agreed to by the Parties, the MPA shall transmit to the District Staff Liaison or other Owner designee, a Revenue Statement (“**Revenue Statement**”) setting forth the following: (1) the total amount of Revenue collected by the MPA via the PayByPhone/ParkMobile applications or by any other means used for the collection of Revenue for that particular one (1) month period (in sufficient detail as reasonably required by Owner); (2) minus the amount paid by the MPA for applicable taxes

and City surcharges (if any are imposed); (3) minus an additional fifteen percent (15%) management fee to be retained by the MPA; and (4) the remaining funds to be remitted to the Owner for that same period (“**Remittance Amount**”). As a companion item to the referenced Revenue Statement, the MPA shall provide a check for the total Remittance Amount.

Unless otherwise directed, all payments of the Remittance Amount shall be made payable to **The School Board of Miami-Dade County, Florida**, and shall be remitted, without demand, to the following location:

**Miami-Dade County Public Schools
Governmental Affairs & Land Use
Office of Facilities Design and Construction
Attention: Design and Planning Officer
1450 N.E. 2nd Avenue, Room 525
Miami, Florida 33132**

5.3 Right to Audit. The School Board may, at all reasonable times, and for a period of up to three (3) years following the termination, cancelation or expiration of this Agreement, audit, or cause to be audited, those books and records of the MPA which are related to the MPA’s performance under this Agreement, and to perform such tests as the School Board deems reasonably necessary to determine whether the use of the Parking Lot by the MPA conforms to the terms hereof. The MPA agrees to maintain all such books and records at its principal place of business for a period of three (3) years after such termination, cancelation or expiration of this Agreement.

6.0 CONDITIONS:

6.1 The MPA shall comply with all applicable laws pertaining to the use of the Parking Lot including, but not limited to, obtaining all permits and licenses required by law and with all City, State, Federal and County codes, rules, and regulations in force, or which may hereafter be in force (“**Licensed Use**”). The Owner shall cooperate in every reasonable way to assist the MPA in securing said permits and licenses. Throughout the Term, the MPA shall neither conduct nor permit any activity within the Licensed Area that is beyond the scope of the Licensed Use.

6.1.1 The MPA covenants and agrees to accept the Parking Lot in its “as-is”, “where-is” condition and basis with all faults as of the Effective Date of this Agreement, subject to all easements, covenants or other encumbrances of record, and the Owner makes

no representations or warranties of any type or nature whatsoever, either expressed or implied, as to the usefulness, physical condition or appropriateness of the Parking Lot for the MPA's operations or any specific use. The MPA, by executing this Agreement, acknowledges that the Owner has made no representations whatsoever regarding the Parking Lot, including with respect to its environmental condition. MPA represents that it is relying and will continue to rely solely on MPA's own investigations in its decision to use the Parking Lot. The provisions of this paragraph shall survive the expiration, or early termination or cancellation of this Agreement.

In addition to the above, in the event the temporary closure of all or portions of the Parking Lot is required due to maintenance or construction related activities by the Owner, City, Miami-Dade County or other governmental entity, the MPA acknowledges and agrees that all or portions of the Parking Lot may be unavailable for use by the MPA for a prescribed period of time. In such event, the District Staff Liaison shall provide written notice to the MPA advising of the temporary closure of all or portions of the Parking Lot, number of parking spaces impacted by the closure, as well as the effective date of such closure. The number of parking spaces, location and duration of closure may be modified from time to time by the Owner, at the Owner's sole discretion, as the project progresses.

6.2 The MPA shall keep the Licensed Area clean, shall not damage the Licensed Area or surrounding properties or facilities in any way, and, at the end of the Term, shall vacate the Licensed Area, leaving the Licensed Area in as good a condition as existed at the Effective Date ("**Original Condition**"). The Parties acknowledge that Owner shall retain responsibility for removal of garbage/trash from the Parking Lot, subject to availability of staff during weekends and District Holidays. Responsibility for removal of garbage/trash from Additional Licensed Areas shall be addressed in the Exhibit "B" associated with such use. Owner agrees to pay for the cost of any clean-up and/or repairs made necessary by reason of Owner's use of the Licensed Area, or by damage caused by Force Majeure events. Notwithstanding this provision, MPA shall retain responsibility for repair or replacement of parking facilities caused by the actions, or failure to act, of the MPA.

6.3 Indemnification of the Parties. To the fullest extent permitted by law, subject to the monetary limitations set forth in Section 768.28, Florida Statutes, each Party shall indemnify, , save and hold harmless the other Party, and their respective boards, agencies, departments, officers, directors, employees, agents, servants, successors, and assigns (collectively referred to herein as the "**Indemnified Parties**"), from and against any and all losses, liabilities, damages, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs and expenses incidental thereto, which any of the Indemnified Parties may hereafter incur, be responsible for, or pay as a result of any and all liabilities associated with (i) the use of the Licensed Area; (ii) the performance or non-performance of this Agreement; or (iii) the Indemnified Parties' failure to comply with any of the provisions

contained herein, or to comply with statutes, ordinances, or other regulations or requirements of any governmental authority, City, county, state, or federal, in connection with the performance of this Agreement. The provisions of this section shall survive the expiration, cancellation, or termination of this License.

6.3.1 Subject the monetary limitations set forth in Section 768.28, Florida Statutes, and further subject to any and all applicable City, county, state, or federal laws, each Party (the “**Responsible Party**”) assumes responsibility for and agrees to indemnify, save, and hold harmless the other Party and its Indemnified Parties from and against any and all claims, liabilities, costs, and damages to the extent arising out of or resulting from the Responsible Party’s acts or omissions and any Assumed Risk attributable to such Responsible Party.

For purposes of this section, “**Assumed Risk**” means any personal injury and any loss or damage, whether by theft, collision, fire, or otherwise, occurring to any vehicle, its contents, or any person located in, on, or about the Licensed Area during the Term, to the extent caused by or related to the acts or omissions of the Responsible Party or its agents, employees, or contractors, or otherwise in connection with such Party’s use of the Licensed Area.

6.3.2 This Agreement shall not in any manner, alter or waive the Indemnified Parties’ sovereign immunity or extend the Indemnified Parties’ liability beyond the limits established in Section 768.28, Florida Statutes, as may be amended from time to time.

6.3.3 THE INDEMNIFIED PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE LICENSED AREA AND SHALL NOT BE LIABLE FOR ANY OF THE ASSUMED RISKS OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE.

6.4 **No Assignment or Transfer.** The MPA shall not assign or transfer its privilege of occupancy and use granted to it by this License. The MPA shall not grant any right, permission, assignment, sublicense, transfer or otherwise encumber this License to any other person or entity. Neither this Agreement nor any notice hereof shall be recorded in the public records of Miami-Dade County, in any form by either Party.

6.5 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or

otherwise unenforceable under the laws of the State of Florida, 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 shall remain unmodified and in full force and effect.

6.6 Prior to the Effective Date of the Agreement, and throughout the Term, the Owner shall maintain, an ongoing self-insurance program for Public Liability, Automobile Liability and Workers' Compensation Insurance covering the School Board's members, officers and employees.

6.7 One Party shall notify the other Party in writing regarding that Party's failure to perform or to comply with the terms and conditions of this Agreement. If the defaulting Party fails to cure the default within thirty (30) days after receiving written notice or does not provide the other Party with a written response indicating the status of the defaulting Party curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, the non-defaulting Party shall have the right to immediately terminate this Agreement, without penalty.

6.7.1 Notwithstanding the above, the Parties acknowledge and agree that any material breach of this Agreement by the MPA beyond the Cure Period (defined below) may result in the cancellation of this Agreement, irrespective of any other provisions of this Agreement. Owner shall provide MPA with written notice of a material breach of this Agreement, specifying the facts that form the basis of the material breach. The MPA shall have three (3) business days from the date it receives the written notice to cure the material breach ("**Cure Period**"). The following shall constitute a material breach on the part of the MPA: (1) other than discontinuing on-site activities to protect the health and wellbeing of clients and staff during a health emergency, failure to operate Parking Services on the Parking Lot for more than one-hundred twenty (120) consecutive days after the Effective Date of this Agreement, (2) failure to comply with this Section 9.7 of this Agreement regarding infrastructure improvements and regulatory compliance, (3) failure to pay taxes or special assessments as outlined in Section 5.1.2 of this Agreement, (4) in the event the tax-exempt status of the Parking Lot is rescinded or is at risk of being rescinded, (5) unauthorized assignment or sublet of the Parking Lot, (6) failure to remit applicable taxes and City surcharges (if any are imposed) to the appropriate State of Florida, City departments and/or agencies or other applicable jurisdictional entities as provided for in Section 5.1.2 of this Agreement, (7) use of the Parking Lot for any reason not provided for in Section 4.1.1 of this Agreement, (8) failure to comply with COVID-19 protocols or any other pandemic protocols, including any and all Emergency Orders as set forth in the

Operating Plan, and (9) failure to comply with the security and safety criteria set forth in Section 4.1 of this Agreement.

6.8 In addition to the provisions set forth in Section 8.0, either Party shall have the right to terminate or cancel this License at any time for convenience, with or without cause, by giving written notice to the other Party thirty (30) calendar days prior to the effective date of such termination. Neither Party shall have any liability to the other Party for exercising the right to terminate under this Section 6.8.

6.9 The Parties hereto shall not amend, modify, or supplement this Agreement, except by a written instrument signed by the Parties hereto. Neither the failure nor the delay on the part of either Party to exercise any right, remedy, power, or privilege under this Agreement operates as a waiver thereof. No waiver will be effective unless it is in writing and signed by the Party asserted to have granted such a waiver.

6.10 The Parties are acting as independent contractors and independent employers. Nothing herein contained shall create or be construed as creating a partnership, joint venture, or agency relationship between the Parties and neither Party shall have the authority to bind the other in any respect. Nothing contained herein shall make, or be construed to make any Party a principal, agent, partner, or joint venture of the other Party.

6.11 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue in any proceedings between the Parties shall be in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or the U.S. District Court Southern District of Florida.

6.12 The Parties do not intend to directly or substantially benefit a third-party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third-party shall be entitled to assert a claim against either of them based upon this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

6.13 Surrender of License. In the event of expiration, termination, cancellation, or revocation of this License, MPA shall peacefully surrender the Licensed Area within thirty (30) days after receipt of such notice. Upon surrender, MPA shall promptly remove its personal property and signage and shall repair any damage to the Licensed Area caused thereby.

7.0 NOTICES: All notices or other communications which may be given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered by personal

service, facsimile, electronic mail, or by certified mail addressed to the address indicated below, or as the same may be changed in writing from time to time. Such notice shall be deemed given on the day on which personally served; or if by certified mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier:

Notice or communication to School Board:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
Attn: Jose Bueno, Chief of Staff
Perla Tabares Hantman School Board Administration Building
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132
Fax: (305) 995-1488
Email: khayes@dadeschools.net

With a copy to:

Miami-Dade County Public Schools
Office of Facilities Design and Construction
Attn: Chief Facilities Design and Construction Officer
1450 N.E. Second Avenue, Room 300
Miami, Florida 33132
Fax: (305) 995-1607
Email: RPerez6@dadeschools.net

With a copy to:

The School Board of Miami-Dade County, Florida
School Board Office of General Counsel
1450 N.E. 2nd Avenue, Room 400
Miami, Florida 33132
Attn: General Counsel
Fax: (305) 995-1412
Email: Walter.Harvey@dadeschools.net and ACraft@dadeschools.net

Notice or communication to MPA:

Victor Rosario
Senior Manager of Operations
Miami Parking Authority
40 N.W. 3rd Street, Suite 1103
Miami, Florida 33128

Phone: (305) 373-6789, Ext. 250
Email: vrosario@miamiparking.com

With a copy to:

Angel Diaz
Chief Operating Officer
Miami Parking Authority
40 N.W. 3rd Street, Suite 1103
Miami, Florida 33128
Phone: (305) 373-6789, Ext. 267
Email: adiaz@miamiparking.com

8.0 FORCE MAJEURE:

A “Force Majeure Event” shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, pandemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event. The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted. In the event a Force Majeure Event continues for one hundred twenty (120) consecutive days, then either Party may terminate this Agreement by providing the other Party with fifteen (15) days prior written notice.

9.0 MISCELLANEOUS PROVISIONS:

9.1 All indemnifications, if any, made in, required by, or given in accordance with this Agreement, shall survive expiration, cancellation, revocation, or termination of the Agreement.

9.2 The Parties agree to comply with and observe all applicable federal, state, School Board and local laws, rules, regulations, codes, and ordinances, as they may be amended from time to time.

9.3 This Agreement shall constitute the final, complete, and exclusive expression of the intentions of the Parties hereto with respect to the subject matter hereof and shall supersede all previous communications, representations, agreements, promises or statements, either oral or written, by or between the Parties. No modification or amendments hereto shall be binding on either Party unless approved by the MPA and by the School Board in compliance with all applicable laws, including, without limitation, Section 1013.15(1), Florida Statutes, as may be amended. Such amendments shall be effective only when signed by Owner and the MPA and shall be incorporated as part of this Agreement.

9.4 Owner and MPA agree that there shall 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 Lot. It is expressly understood that upon a determination by a court of competent jurisdiction that discrimination in the use of the Parking Lot by a Party hereto has occurred, such event shall be treated as a Default hereunder.

9.5 Public Records. This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The Parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws and laws relating to records retention. The Parties shall keep and maintain public records required by the other to perform the service. The Parties shall keep records to show their compliance with this Agreement. The Parties contractors and subcontractors must make available, upon request of the other Party, 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 the applicable Party or its assigns, contractors or subcontractors which are directly pertinent to this specific Agreement for the purpose of an audit, examination, excerpts, and transcriptions. Upon request from either Party's custodian of public records, the other Party shall provide the requesting Party 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 said chapter of the Florida Statutes or as otherwise provided by law. The Parties 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 the Parties do not transfer the records to the other Party. The Parties, their 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 C.F.R., Sections 80.36(b)(1). The Parties, upon completion of the Agreement, shall transfer, at no cost to the other, all public records in their possession or keep and maintain public records required by the other Party to perform

the service. If one Party transfers all public records to the other Party upon completion of the Agreement, the transferring Party shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If a Party keeps and maintains public records upon completion of the Agreement, the Party shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the other Party, upon request from the requesting Party's custodian of public records, in a format that is compatible with the information technology systems of the requesting Party. The Parties shall incorporate this provision into every contract that it enters into relating to the Agreement.

IF THE OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MPA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CHANTAL GONZALEZ, AT (305) 373 – 6789, EXT. 227, OR BY EMAIL AT PUBLICRECORDS@MIAMIPARKING.COM, OR BY MAIL AT MIAMI PARKING AUTHORITY, 40 N.W. 3RD STREET, SUITE 1103, MIAMI, FL 33128.

IF THE MPA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 995-1128, OR BY EMAIL AT PRR@DADESCHOOLS.NET, OR BY MAIL AT MIAMI-DADE COUNTY SCHOOL BOARD, 1450 N.E. 2ND AVENUE, MIAMI, FLORIDA 33132.

9.6 In the event of any dispute arising under or related to this Agreement, each Party is responsible for its own attorneys' fees, costs and expenses incurred at all judicial levels, including appeal, until such dispute is resolved with finality.

9.7 The Parties are exempt from certain federal and State of Florida taxes. The applicable tax exemption number or certificate shall be made available upon request. The MPA shall not allow or engage in any activity which may impact the Owner's immunity or exemption from the consequences of any tax whatsoever. The MPA shall be responsible for collection and payment of any taxes, fees or other assessments, including, but not limited to, sales tax, ad valorem tax, all licenses, permits or other taxes which may be imposed on the Parking Lot, due as a result of the use and occupancy of the Parking Lot by the MPA. Non-compliance shall be deemed a material breach of this Agreement.

If at any time during the term of this Agreement, there is a requirement by any jurisdictional entity for infrastructure improvements or other regulatory compliance due to

MPA's use or occupancy of the Parking Lot, the MPA acknowledges and agrees that it shall be responsible for compliance with all applicable requirements, including any upgrades, modifications or changes, and all such unforeseen costs and expenses incurred by the MPA shall require the Owner's initial approval and full reimbursement. Non-compliance by either Party shall be deemed a material breach of this Agreement. For avoidance of doubt, if a particular site improvement or facility upgrade is required by code or statute to operate a self-parking facility, and is required for the continued operation of the Parking Lot, the Owner shall be notified in writing, and no work intended to be reimbursed by the Owner shall be commenced by the MPA without prior written approval from the Owner.

9.8 This License creates no vested interest in the Licensed Area or in any other portion of Owner's property to the benefit of the MPA; nor does it transfer any interest in real property including a leasehold interest.

9.9 This License is revocable at will by Owner without the necessity of the MPA's consent.

9.10 The Parties hereby agree that the provisions of this License do not constitute a lease and the rights of MPA hereunder are not those of a tenant but are a mere personal privilege to do certain acts of a temporary character and to otherwise use the Licensed Area subject to the terms of this License. No leasehold interest in the Licensed Area is conferred upon the MPA under the provisions hereof and the MPA does not and shall not claim at any time any leasehold estate or ownership interest in the Licensed Area by virtue of this License or its use of the Licensed Area hereunder. Additionally, the MPA does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Licensed Area by virtue of any expenditure of funds by the MPA for improvements, construction, repairs, partitions, or alterations to the Licensed Area which may be authorized by Owner. No license coupled with an interest, or any type of real estate interest or estate, will be acquired by the MPA by virtue of this License or any payment or other activity under it.

9.11 Waiver of Jury Trial. THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS LICENSE, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS LICENSE OR ANY AMENDMENT OR MODIFICATION OF THIS LICENSE, OR ANY OTHER AGREEMENT EXECUTED BY AND BETWEEN THE PARTIES IN CONNECTION WITH THIS LICENSE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING,

STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS WAIVER OF JURY TRIAL PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE SUBJECT TRANSACTION.

9.12 E-Verify Employment Verification. By entering into this Agreement, the Parties are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as may be amended, titled “Employment Eligibility.” Each Party affirms that (a) it has registered and uses the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees; (b) it has required all contractors and subcontractors to this Agreement to register and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor; (c) it can produce an affidavit from all contractors and subcontractors to this Agreement attesting that the contractors and subcontractors do not employ, contract or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for the duration of the Agreement. Registration information is available at: <http://www.uscis.gov/e-verify>. If either Party has a good faith belief that a contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, then it shall terminate this Agreement in accordance with Section 448.095(5)(c), Florida Statutes, as may be amended. In the event of such termination, the Parties agree and acknowledge that the contractor may not be awarded a public contract for at least one (1) year from the date of such termination and that Owner shall be liable for any additional costs incurred by the MPA because of such termination. In addition, if either Party has a good faith belief that a subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, as may be amended, but contractor has otherwise complied with its requirements under those statutes, then the Parties agree that the contractor shall terminate the contract with the subcontractor upon receipt of notice from either Party of such violation by subcontractor in accordance with Section 448.095(5)(c), Florida Statutes, as may be amended. Any challenge to termination under this provision must be filed in the Circuit or County Court by the MPA, Owner, contractor, or subcontractor no later than twenty (20) calendar days after the date of said termination.

9.13 Antitrust Violator Vendors. A person or an affiliate who has been placed on the Antitrust Violator Vendors List, as defined in Section 287.137, Florida Statute, as may be amended, following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on any agreement with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or

perform work as a grantee, supplier, contractor, or consultant under an agreement with a public entity; and may not transact new business with a public entity.

9.14 Anti-Human Trafficking. Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity, under penalty of perjury, that the nongovernmental entity does not use coercion for labor or services as defined in that statute. In compliance with the Florida Statutes, and as a condition precedent to the Commencement of this Agreement, the Parties covenant and agree to require all non-governmental entities executing, renewing, or extending a contract under this Agreement to execute the attached subject affidavit (attached hereto as **Exhibit "C"**).

9.15 Time Extension. The Parties, by mutual agreement, reserve the right to extend this Agreement for up to one hundred twenty (120) calendar days beyond the stated contract term, under the then current terms and conditions of the Agreement, including Exhibit "B", while a new agreement is being solicited, evaluated, and/or awarded. Additional extensions over the first one hundred twenty (120) day extension may occur, if the MPA and the Owner are in mutual agreement for such extensions.

9.16 Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement. The Parties shall be entitled to sign and transmit an electronic signature on this Agreement (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the Party whose name is contained therein. Any Party providing an electronic signature agrees to promptly execute and deliver to the other Party an original signed Agreement upon request.

9.17 Authority of the Superintendent of Schools. For purposes of this Agreement, the Superintendent or designee shall be the individual designated by the Owner to grant or deny any modifications and approvals required by this Agreement related to any construction by the MPA or the District within the Parking Lot, routine coordination and use of the Parking Lot, or for any other routine operational issues. In addition to the above, the Superintendent shall also be the individual designated by the Owner to grant or deny any approvals required by this Agreement within the authority granted to that person by the School Board in this Agreement, and to grant or deny any approvals required under this Agreement, including without limitation, amending any of the exhibits to the Agreement, placing the MPA in default, and renewing, extending, canceling or terminating the Agreement as provided herein.

9.18 Hazardous Materials. For purposes of this Agreement, the term “**Hazardous Substances**” shall include, but not be limited to, flammable substances, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic by Environmental Law. The term “**Environmental Law**” shall mean any law, ordinance, rule, order, decree, judgment, regulation and guideline (present and future), of any governmental, quasi-public authority and applicable board of insurance underwriters related to environmental conditions on, under, or about the Parking Lot, or arising from the MPA’s use or occupancy of the Parking Lot, including, but not limited to, soil, air and ground water conditions, or governing the use, generation, storage, transportation, or disposal of Hazardous Substances in, on, at, to or from the Parking Lot. The term “**Hazardous Substances Discharge**” shall mean any deposit, spill, discharge, or other release of Hazardous Substance that occurs during the term, at or from the Parking Lot (unless caused solely by Owner), or that arises at any time from the MPA’s use or occupancy of the Parking Lot.

MPA shall not cause or permit to occur: (a) any violation of any Environmental Law in the Parking Lot or (b) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under, or about the Parking Lot, or the transportation to or from the Parking Lot of any Hazardous Substance.

MPA shall comply with all applicable Environmental Laws with respect to the Parking Lot. The MPA shall, at MPA’s own expense, make all submissions to, provide all information required by and otherwise fully comply with all requirements of any governmental authority arising under Environmental Laws with respect to the Parking Lot during the term of this Agreement and all such unforeseen costs and expenses incurred by the MPA shall require the Owner’s initial approval and full reimbursement. For avoidance of doubt, if a particular environmental condition is required by code or statute to be mitigated in order to operate a self-parking facility, and is required for the continued operation of the Parking Lot, the Owner shall be notified in writing, and no work intended to be reimbursed by the Owner shall be commenced by the MPA without prior written approval from the Owner. If any governmental authority requires any clean-up or clean-up measures because of any Hazardous Substances Discharge demonstrated to have been caused by the MPA with respect to the Parking Lot, then the MPA shall, at the MPA’s own expense, prepare and submit the required plans and all related bonds and other financial assurances and shall carry out all such clean-up plans. The MPA shall promptly notify Owner of any notices or communications received from any jurisdictional entity in relation to any environmental issues on the Demised Premises, and shall promptly provide Owner

with all information reasonably requested by Owner regarding the MPA's use, generation, storage, transportation or disposal of Hazardous Substances in or at the Parking Lot.

The MPA shall indemnify Owner against any Hazardous Substances Discharge demonstrated to have been caused by the MPA. The obligations and liability of the MPA under this paragraph shall survive the expiration or termination of this Agreement.

9.19 Subordination and Estoppel. This Agreement is and shall be subject and subordinate to any conveyance and ground or underlying leases and the rights of the Owner under those leases, and to all financing that may now or hereafter affect the leases, the Parking Lot, or any portions thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof. This provision shall be self-operative and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, the MPA shall execute, within thirty (30) calendar days of request, any certificate that Owner may request. In addition, at Owner's request, the MPA shall execute and return an Estoppel Letter, confirming the substantive terms and status of this Agreement, within thirty (30) days of receipt of such a request.

***[The remainder of this page is intentionally left blank.
The signature pages follow.]***

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

“School Board” or “Owner”

WITNESSES AS TO OWNER:

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

Signature

By: _____
Dr. Jose L. Dotres
Superintendent of Schools

Print Name
Address: 1450 N.E. 2nd Avenue
Miami, Florida 33132

Date: _____

RECOMMENDED:

Signature

By: _____
Raul F. Perez
Chief Facilities Design & Construction
Officer

Print Name
Address: 1450 N.E. 2nd Avenue
Miami, Florida 33132

TO THE OWNER, APPROVED AS TO RISK MANAGEMENT ISSUES:

TO THE OWNER, APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Office of Risk and Benefits
Management

General Counsel

Date: _____

Date: _____

TO THE OWNER, APPROVED AS TO TREASURY MANAGEMENT ISSUES:

Treasury Management

Date: _____

“MPA”

**DEPARTMENT OF OFF-STREET PARKING
OF THE CITY OF MIAMI, FLORIDA A/K/A
THE MIAMI PARKING AUTHORITY**, an
agency and instrumentality of the City of Miami,
Florida

WITNESSES AS TO MPA:

Signature

Print Name

Address

By: _____
Alejandra Argudin
Chief Executive Officer

Address: 40 N.W. 3rd Street, Suite 1103
Miami, Florida 33128

Date: _____

Signature

Print Name

Address