

**OFFICE OF THE SUPERVISOR OF ELECTIONS FOR MIAMI-DADE COUNTY**  
**AND THE CITY OF DORAL**

**SHARED PARKING USE AGREEMENT**

**RECITALS:**

**WHEREAS**, the Office of the Supervisor of Elections for Miami-Dade County ("SOE") maintains its main office adjacent to the southeast corner of Central Park in the City of Doral, Florida; and

**WHEREAS**, the City of Doral ("City") owns and maintains Central Park, including a parking strip located on the southeast corner of Central Park ("Parking Area"); and

**WHEREAS**, in 2004, Miami-Dade County, through Resolution No. R-1468-04, and the City of Doral, through Resolution No. R-04-100, entered into an Interlocal Agreement for the conveyance of three County parks, including Central Park ("ILA"); and

**WHEREAS**, in accordance with the ILA, the City of Doral agreed to allow what is now Central Park to be used "for purposes of parking during elections and election related activities;" and

**WHEREAS**, in accordance with that agreement, the SOE intends to use Central Park for additional parking during elections and election related activities to accommodate staff, poll workers, and members of the public; and

**WHEREAS**, the City, consistent with its continuing obligations under the ILA, will support the electoral process by allowing the SOE to utilize the Parking Area for overflow parking during elections; and

**WHEREAS**, the parties desire to enter into this Shared Parking Use Agreement ("Agreement") to establish the terms and conditions for the continued shared use and maintenance of the Parking Area.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. DEFINITIONS**

1.1 **SOE** means the Office of the Supervisor of Elections for Miami-Dade County, a political subdivision of the State of Florida.

1.2 **City** means the City of Doral, a municipal corporation of the State of Florida.

1.3 **Parking Area** means the parking strip located on the southeast corner of Central Park, adjacent to the SOE' main office, as more particularly described in Exhibit A attached hereto and incorporated herein by reference.

1.4 **Election Period** means either: (1) the period beginning sixty (60) days prior to any Primary or General election and ending fifteen (15) days after such elections in even numbered years; or (2) upon notice from the SOE to the City in writing that additional parking is needed for election

related activities, including, but not limited to, any special or municipal election, a maximum of twenty-one (21) days prior to such election related activity and ending a maximum of three (3) days after such activity.

1.5 **Paving Costs** means all costs associated with the initial paving of the Parking Area, including but not limited to design, engineering, permitting, construction, and inspection costs.

## **2. GRANT OF LICENSE**

2.1 The City hereby grants to the SOE a non-exclusive license to use the Parking Area for overflow parking for election related activities.

2.2 The SOE shall have the right to use the Parking Area for parking of vehicles by its employees, poll workers, and members of the public conducting business with the SOE.

2.3 The City reserves the right to use the Parking Area at all times other than during Election Periods, and to grant similar non-exclusive licenses to other parties for use of the Parking Area at times that do not conflict with the SOE's use during Election Periods.

2.4 The SOE shall not make any alterations or improvements to the Parking Area without the prior written consent of the City.

## **3. TERM AND TERMINATION**

3.1 This Agreement shall commence on the date of execution by both parties and shall continue for an initial term of ten (10) years, unless earlier terminated as provided herein.

3.2 This Agreement shall automatically renew for successive five (5) year terms unless either party provides written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the then-current term.

3.3 Either party may terminate this Agreement for convenience upon one hundred eighty (180) days' prior written notice to the other party.

3.4 Either party may terminate this Agreement for cause upon thirty (30) days' prior written notice to the other party, specifying the nature of the breach. The non-breaching party shall provide the breaching party with an opportunity to cure the breach within the thirty (30) day notice period. If the breach is not cured within the notice period, the Agreement shall terminate at the end of the notice period.

3.5 Upon termination of this Agreement, the use of Central Park by the SOE shall continue to be governed by the ILA and the termination of this Agreement shall not prejudice the rights of any party to the ILA.

## **4. PAVING AND COST SHARING**

4.1 The parties acknowledge that the Parking Area requires paving to make it suitable for parking use. The City shall be responsible for contracting for and overseeing the paving of the Parking Area in accordance with applicable standards and specifications.

4.2 The SOE shall pay to the City, within thirty (30) days of receipt of an invoice from the City, accompanied by reasonable documentation of the Paving Costs, the lesser of: (1) a lump sum equal to fifty percent (50%) of the Paving Costs; or (2) a lump sum of two hundred thousand dollars (\$200,000.00).

4.3 Prior to commencing any paving work, the City shall provide the SOE with a written estimate of the Paving Costs for review and approval. The SOE shall have fifteen (15) days to

review and approve the estimate. If the SOE does not approve the estimate, the parties shall work together in good faith to reach agreement on the Paving Costs.

4.4 The City shall be responsible for obtaining all necessary permits and approvals for the paving of the Parking Area.

## **5. MAINTENANCE AND REPAIRS**

5.1 The City shall be responsible for the day-to-day maintenance and repairs of the Parking Area, including but not limited to cleaning, trash removal, and minor repairs.

5.2 The City shall maintain the Parking Area in good condition and repair, suitable for its intended use as a parking area.

5.3 The SOE shall promptly notify the City of any damage to or defects in the Parking Area that come to its attention.

## **6. SIGNAGE AND TRAFFIC CONTROL**

6.1 The City shall install and maintain appropriate signage indicating that the Parking Area is reserved for use by the SOE during Election Periods.

6.2 The SOE may, at its own expense and with the City's prior written approval, install temporary signage in the Parking Area during Election Periods to direct traffic and provide information to users of the Parking Area.

6.3 The SOE shall be responsible for traffic control within the Parking Area during Election Periods, including but not limited to directing traffic, managing ingress and egress, and ensuring orderly parking.

## **7. INDEMNIFICATION AND HOLD HARMLESS**

7.1 To the extent permitted by law, the SOE shall indemnify, defend, and hold harmless the City, its officers, employees, and agents from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including reasonable attorneys' fees) and liabilities of any kind or nature to the extent arising from or related to:

1. The SOE's use of the Parking Area;
2. Any breach of this Agreement by the SOE;
3. Any negligent act or omission of the SOE, its officers, employees, agents, or invitees in connection with this Agreement.

7.2 To the extent permitted by law, the City shall indemnify, defend, and hold harmless the SOE, its officers, employees, and agents from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including reasonable attorneys' fees) and liabilities of any kind or nature to the extent arising from or related to:

1. The City's maintenance and operation of the Parking Area;
2. Any breach of this Agreement by the City;
3. Any negligent act or omission of the City, its officers, employees, agents, or invitees in connection with this Agreement.

7.3 Nothing in this Agreement shall be construed as a waiver of sovereign immunity by either party beyond that which is provided in Section 768.28, Florida Statutes.

7.4 The provisions of this Section 7 shall survive the expiration or termination of this Agreement.

## **8. INSURANCE**

8.1 The SOE shall maintain, during the term of this Agreement, commercial general liability insurance, or shall maintain similar self-insurance, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, covering its use of the Parking Area.

8.2 The City shall maintain, during the term of this Agreement, commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, covering its ownership and maintenance of the Parking Area.

8.3 Each party shall provide the other party with certificates of insurance, or self-insurance, evidencing the required coverage prior to the commencement of this Agreement and upon renewal of such policies.

8.4 Each party shall name the other party as an additional insured on its respective liability insurance policies.

8.5 Each party shall provide the other party with at least thirty (30) days' prior written notice of any cancellation, non-renewal, or material change in the insurance coverage required by this Agreement.

## **9. NOTICES**

9.1 All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when:

1. Delivered personally;
2. Sent by registered or certified mail, return receipt requested, postage prepaid;
3. Sent by overnight courier with proof of delivery

9.2 Notices shall be addressed as follows:

If to the SOE:

Hon. Alina Garcia  
Supervisor of Elections  
Miami-Dade County  
2700 N.W. 87<sup>th</sup> Avenue  
Miami, Florida 33172

If to the City:

Zeida Sardiñas  
City Manager  
City of Doral  
8401 NW 53<sup>rd</sup> Terrace  
Doral, Florida 33166



9.3 Either party may change its address for notices by giving written notice to the other party in accordance with this Section.

## **10. MISCELLANEOUS PROVISIONS**

10.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether oral or written, relating to such subject matter.

10.2 **Amendments.** This Agreement may be amended only by a written instrument executed by both parties.

10.3 **Waiver.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right of such party to enforce such provision in the future.

10.4 **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent permitted by law.

10.5 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles.

10.6 **Venue.** Any legal action arising out of or relating to this Agreement shall be brought in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

10.7 **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto and their respective successors and permitted assigns, and no other person shall have any right, benefit, or interest under or because of this Agreement.

10.8 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.9 **Authority.** Each party represents and warrants that it has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

10.10 **Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture between the parties, or to create any relationship between the parties other than that of licensor and licensee.

10.11 **Force Majeure.** Neither party shall be liable for any failure or delay in performing its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, or governmental actions.

10.12 **Compliance with Laws.** Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances in performing its obligations under this Agreement.

10.13 **Assignment.** Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

10.14 **Recording.** This Agreement shall not be recorded in the public records of Miami-Dade County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**OFFICE OF THE SUPERVISOR OF ELECTIONS FOR MIAMI-DADE COUNTY**

By:   
Supervisor of Elections

Date: 11/20/2025

**CITY OF DORAL**

By: \_\_\_\_\_  
Zeida Sardiñas  
City Manager

Attest: \_\_\_\_\_  
Connie Diaz  
City Clerk

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

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Lorenzo Cobiella  
City Attorney

# EXHIBIT A

## DESCRIPTION OF PARKING AREA

**Folio:** 35-3028-000-0015

28 53 40 .975 AC M/L  
N50FT OF S1/2 OF SE1/4 OF  
SEC LESS W1735.41FT & LESS  
E55FT FOR R/W