



## MEMORANDUM OF UNDERSTANDING

### BETWEEN

THE CITY OF MIRAMAR, FLORIDA

### AND

THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into and dated February 10th, 2022 by and between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida Municipal Corporation, and The Florida International University Board of Trustees ("FIU"), a public body corporate. The City and FIU may be referred to hereinafter as the "Parties" and individually as a "Party". WITNESSETH:

WHEREAS, the City desires to obtain professional development training and applied social science research and analysis services ("Services") from FIU to help in managing the City's goals and objectives; and

WHEREAS, the Metropolitan Center at Florida International University is qualified to render the professional development programs, consultation, planning, and research services and serves as a public resource to perform employee training, serve as consultants, and advise on planning and research activities within City limits; and

WHEREAS, the purpose of this MOU is not to authorize any specific services, but to set forth certain terms and conditions which shall apply when and if City requires the Services; and

WHEREAS, the Parties wish to engage with each other to accomplish specific projects as set forth herein; and

**WHEREAS**, the CITY intends and FIU acknowledges that any future services pursuant to this MOU shall be non-exclusive and performed on an as needed basis and at the sole discretion of the City, with no guaranty as to any minimum amount of work to be performed by FIU; and

**WHEREAS**, Section 2-412(11)(u) of the City Code provides for exemption from a competitive bidding process when the City is seeking services to be provided by, or in partnership with, institutions of higher learning, not-for-profit organizations, state sponsored institutions and other governmental and public agencies.

**NOW THEREFORE**, the City and FIU, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which is acknowledged, agree as follows:

**ARTICLE 1**  
**SPECIFIC PROJECTS, SCOPE OF SERVICES, COMPENSATION**

- 1.1 FIU agrees to provide professional development training and applied social science research and analysis services, on an as-needed basis, as authorized from time to time by the CITY, in the CITY's sole discretion, and as accepted by FIU's authorized official in writing. This MOU provides no guaranty of any minimum amount of work to FIU.
- 1.2 All work entered into under this MOU will be done through Task Orders negotiated between both Parties. The City agrees to pay FIU the compensation set forth in each negotiated Task Order and in the manner set forth in each negotiated Task Order. Total compensation under this MOU shall not exceed \$75,000.
- 1.3 FIU agrees to provide project schedule progress reports at intervals established and stated in the Task Orders, and in a format acceptable to the City. The City shall be entitled at all reasonable times to be advised, at its reasonable request, as to the status of work being done by FIU and of the details thereof. Coordination shall be maintained by FIU with the authorized personnel of the City. Either Party to this MOU may request and be granted a conference. In the event there are delays on the part of the City as to the approval of any of the materials submitted by FIU or if there are delays occasioned by circumstances beyond the control of FIU which may delay the project schedule completion date, the City will, for delays that are caused by the City, and may for all other delays, in its sole discretion, grant FIU, in writing, an extension of the contract time, equal to the aforementioned delays, provided there are no changes in compensation or scope of work.

- 1.4 The City and FIU agree to furnish each other the respective services, information, and items as individual Task Orders covering such work require, and the compensation to be paid therefore. The City Manager or his designee is authorized to execute such Task Orders on behalf of the City; the FIU authorized official of the Office of Research and Economic Development is authorized to execute such Task Order on behalf of FIU. FIU agrees to perform, in a timely and professional manner, the work elements set forth in individual Task Orders executed by the City and FIU.
- 1.5 The Parties agree to cooperate with each other through this MOU to accomplish specific projects as mutually agreed upon by the Parties as set forth in fully executed Task Orders. The areas of cooperation are anticipated to include but not be limited to:
- Instituting the Supervisor Academy as a standard for all City employees that enter into supervisory positions;
  - Developing cohorts for degree seeking City employees. It is anticipated that the costs of the same will be funded by the City's tuition reimbursement program with no out of pocket costs for employees that maintain a certain GPA;
  - Providing continuing education and other development opportunities for City employees;
  - Creating internship opportunities for Miramar residents that are students at FIU, in addition to other students enrolled in related degree-seeking programs;
  - Participating in research and other innovative public sector projects;
  - Accessing consultants and related professional services; and
  - Offering courses at the FIU Miramar campus.

## **ARTICLE 2**

### **FIU AND CITY'S RELATIONSHIP**

2.1 FIU shall perform the fully executed Task Orders in accordance with the standard of care, skill and diligence consistent with (i) recognized and sound research and development practices, procedures and techniques; (ii) all applicable laws and regulations; (iii) the specifications, documents and procedures applicable to the Task Orders; and (iv) the degree of knowledge, skill and judgement normally exercised by research universities with respect to services of a similar nature. FIU represents that it will furnish its best skill and judgment in performing the fully executed Task Orders.

2.2 By signing this MOU, FIU states and represents to the City that FIU:

- A. Has all licenses and certifications required by applicable law to perform the fully executed Task Orders;

- B. Is experienced in all aspects of the work required by executed Task Orders
- C. That no employee or affiliate of FIU who will be performing the fully executed Task Orders has been convicted of a public entity crime pursuant to Section 287.133, Florida Statutes, within the preceding 36 months from the date of execution of this MOU and that FIU will require a certification from any subcontractor or supplier that their employees have not been convicted of a public entity crime pursuant to Section 287.133, Florida Statutes, within the preceding 36 months from the date of execution of this MOU.

2.3 FIU acknowledges and agrees that the City is relying on these representations and covenants as a material inducement to enter into this MOU.

### **ARTICLE 3**

#### **TERM**

This MOU shall commence effective October 1, 2021 and shall continue in full force and effect for one year through September 30, 2022, or unless and until terminated pursuant to Section 7.1 or 7.2, or other applicable sections of this MOU, whichever occurs first. The Services to be rendered by FIU shall commence upon receipt of a Notice to Proceed for each fully executed Task Order from the City. The Task Orders shall be completed within their individual timeframes.

### **ARTICLE 4**

#### **FIU'S RESPONSIBILITIES**

4.1 FIU shall comply with all laws, ordinances and governmental rules, regulations and orders now or at any time during the term of this MOU which as a matter of law are applicable to or which affect the procedures of FIU.

4.2 The obligation of FIU to comply with governmental requirements is provided for the purpose of assuring proper safeguards for the protection of person and property.

4.3 FIU shall exercise the same degree of care, skill and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances.

4.4 FIU'S obligations under Section 4.3 shall survive termination of this MOU.



**ARTICLE 5**  
**CITY'S RESPONSIBILITIES**

- 5.1 Assist FIU by placing at its disposal all available information for the specific project.
- 5.2 Timely provide payment to FIU as set forth in each Task Order.

**ARTICLE 6**  
**INDEMNIFICATION**

- 6.1 To the fullest extent permitted by Fla. Stat. Section 768.28, FIU shall indemnify, defend, and hold harmless the City, its officers, directors, agents and employees, against and from any and all claims and liability arising under, by reason of or incidental to the MOU or any performance of the Work, but not from the sole negligence or willful misconduct of the City. The foregoing indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby FIU 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, when totaled with all other claims or judgments paid by the FIU arising out of the same incident or occurrence, exceeds the sum of \$300,000. Nothing herein shall be deemed to indemnify the City from any liability or claim arising out of the negligent performance or failure of performance or by the willful misconduct of the City or as a result of the negligence or failure of performance or by the willful misconduct of any third party. Further, nothing contained herein shall be construed or interpreted as: i) denying FIU or other state or public entity any remedy or defense available under the laws of the State of Florida; ii) the consent of FIU to be sued; or iii) a waiver of sovereign immunity of FIU beyond the waiver described herein and provided in §768.28, Florida Statutes.

**ARTICLE 7**  
**TERMINATION**

- 7.1 **TERMINATION - For Convenience** - This MOU may be terminated by the CITY or FIU for convenience upon thirty (30) calendar days' written notice to the other Party.
- 7.2 **TERMINATION - For Cause** - This MOU and any Task Order may be terminated by either Party upon five (5) calendar days' written notice to the other should such other Party fail substantially to perform in accordance with its material terms through no fault of the Party initiating the termination; provided that the Party who is in breach shall be given the cure period set forth in section 8.2 in which to cure the breach. If the breach is cured within that period of time, then the MOU and the

applicable Task Order shall continue without interruption. In the event that either Party terminates the MOU or any Task Order for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 7.1 and the provisions of Section 7.1 shall apply.

- 7.3 In the event the MOU is terminated early or expires and there continue to be Task Orders which are still being performed, the termination notice for the MOU shall set forth which Task Order(s), if any, shall be completed notwithstanding the termination of the MOU and FIU shall be paid for the same as set forth in the applicable Task Order(s). Otherwise, upon termination of the MOU, all Task Orders shall also be deemed terminated and FIU shall be paid only for work performed pursuant to the Task Order(s) through the effective date of termination plus for all non-cancelable commitments entered into by FIU in furtherance of the applicable Task Order(s) prior to receipt of the notice of termination.

## **ARTICLE 8**

### **DEFAULT**

- 8.1 An event of default shall mean a breach of this MOU by either Party. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:
- a. FIU has not performed Services on a timely basis as required by a Task Order;
  - b. FIU has refused or failed to supply enough properly skilled staff personnel such that the Task Order work is not performed on a timely basis;
  - c. FIU has become insolvent or has assigned the proceeds received for the benefit of FIU's creditors, or FIU has taken advantage of any insolvency statute or debtor/creditor law or, if FIU's affairs have been put in the hands of a receiver;
  - d. FIU has failed to obtain the approval of City where required by this MOU;
  - e. The City has failed to provide timely payment to FIU as required by any Task Order.

- 8.2 In the event either Party fails to comply with the provisions of this MOU or any Task Order, the Party who is not in breach may declare the other Party in default, and shall notify the breaching Party in writing, and give that Party fifteen (15) calendar days to cure the default. If the default is not cured within such period of time, then the MOU and the Task Orders then in effect may be terminated and the provision of section 7.3 shall apply to any payment due. In the event payment has been made for such professional Services not earned, FIU shall return these sums to the City within ten (10) days after notice that these sums are due. Nothing in this Section shall limit either Party's right to terminate, at any time, pursuant to Article 7 above.
- 8.3 Each Party may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the Party. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. Each Party's rights and remedies as set forth in this MOU are not exclusive and are in addition to any other rights and remedies available to the Party at law or in equity.

#### **ARTICLE 9** **DELIVERY OF MATERIALS**

- 9.1 Upon receipt of notice of termination under Articles 7 or 8 above, FIU shall immediately deliver to City all materials held or used by FIU in connection with the Services except those materials, if any, owned by FIU or supplied by FIU at FIU's own cost. If, at the time of termination further sums are due FIU, FIU shall not be entitled to sums until all materials required to be delivered to the City are delivered in electronic format, including any additional format of delivery of materials reasonably requested by the City.
- 9.2 Upon receipt of notice of termination for any reason, FIU shall promptly cease all Services, except for additional Services that the City may, in its discretion, request FIU to perform. FIU shall perform additional Services with the standard of care as stated in Article 4 above.

#### **ARTICLE 10** **OWNERSHIP OF DOCUMENTS**

10.1 "Intellectual Property" means individually and collectively all works of authorship (including but not limited to mask works, computer software, both object and source code, data bases), trade secrets, inventions, Improvements. and/or



discoveries, whether patentable, unpatentable, copyrightable, or uncopyrightable, which are created, conceived or first reduced to practice during the performance of the Project.

Intellectual property that either Party owned prior to execution of this MOU or that either Party develops independently of the MOU or any Task Order ("Background Intellectual Property") is that Party's separate property and is not affected by this MOU. Neither Party has any claim to or rights in of the other Party's Background Intellectual Property. FIU agrees that all materials, data and information that City provides to FIU pursuant to this MOU (the "City Materials") are and shall be City's Background Intellectual Property and as such, are the sole property of City. FIU disclaims any rights to the City Materials and shall assert no copyright, patent, or other claim to their use and/or production. Unless stated otherwise in any Task Order, the Intellectual Property that is developed during any Task Order shall be owned as follows: FIU shall retain all ownership to Intellectual Property it develops during the performance of any Task Order provided that FIU grants to the City a royalty-free, non-transferable, non-exclusive license to use the Intellectual Property that FIU delivers to the City solely for the non-commercial governmental purposes of the City.

#### **ARTICLE 11** **ASSIGNMENT**

No assignment by FIU of any rights or obligations hereunder or interests in the MOU will be binding on the City without the written consent of the City, which may be withheld for any reason, in the City's sole discretion.

#### **ARTICLE 12** **APPLICABLE LAW: ACCIDENT PREVENTION AND REGULATIONS**

The Parties shall comply with all applicable laws and regulations at all times. Precautions shall be exercised at all times for the protection of persons and property. FIU and all SubCONTRACTORS (if any) shall conform to all applicable OSHA, federal, state, county and City regulations while performing under this MOU. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements by FIU shall be borne solely by FIU.

#### **ARTICLE 13** **AUDIT AND INSPECTION RIGHTS**

- 13.1 The City may, at reasonable times and for a period of up to three years following the date of Final Completion, audit, or cause to be audited, those books and records of FIU that are related to FIU's performance under this MOU. FIU agrees to maintain all such books and records at its



principal place of business for a period of three years after final payment is made under this MOU.

- 13.2 The City may, at reasonable times during the term hereof, inspect FIU's facilities and perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by FIU under this MOU conform to the terms hereof and/or the terms of this MOU. FIU shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives. All inspections shall be subject to and made in accordance with all applicable laws, including but not limited to the provisions of the City Code and the Code of Broward County, Florida, as same may be amended or supplemented from time to time.

#### **ARTICLE 14**

#### **SURVIVAL OF PROVISIONS**

Any terms or conditions of this MOU that require acts beyond the date of its termination shall survive the termination of this MOU, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either Party.

#### **ARTICLE 15**

#### **PUBLIC RECORDS**

- 15.1 FIU shall comply with The Florida Public Records Act as follows:
- 15.1.1 Keep and maintain public records in FIU's possession or control in connection with FIU's performance under this MOU, that ordinarily and necessarily would be required by the City in order to perform the service.
- 15.1.2 Upon request by the City's records custodian, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 15.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this MOU, and following completion of this MOU for the record retention period required by Florida law.
- 15.1.4 Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of FIU or keep and maintain public records required by the public agency to perform the service. If FIU transfers all public records to the City upon completion of this Agreement, FIU shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIU keeps and

maintains public records upon completion of this Agreement, FIU shall meet all applicable requirements for retaining public records. All records stored electronically by FIU shall be delivered to the City upon request from the City's Custodian of Records, in a format that is compatible with the City's information technology systems.

- 16.1.5 FIU's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this MOU by the City.

IF FIU HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FIU'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011 [dagibbs@miramarfl.gov](mailto:dagibbs@miramarfl.gov) OR BY MAIL: City Of Miramar  
- City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

#### ARTICLE 16 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

- 16.1 FIU agrees to comply with and observe all applicable, codes and ordinances as they may be amended from time to time.
- 16.2 FIU agrees that it shall make no statements, press releases, or publicity releases concerning this MOU or its subject matter or otherwise disclose or permit to be disclosed any of the confidential data or other information obtained or furnished in compliance with this MOU, or any particulars thereof, during the period of this MOU, without first notifying the CITY and securing its consent, except that the CITY acknowledges under the provisions of Florida Statute 1004.22, FIU is required to disclose the names of the projects, the principal investigators, and the sources and dollar amounts of funding. This Section shall not be construed to limit or restrict public access to documents, papers, letters or other material pursuant to Article 15 of this MOU or pursuant to applicable Florida public records laws, Chapter 119, Florida Statutes. Nothing contained herein or elsewhere in this MOU shall preclude FIU or its employees or students from publishing and copywriting scholarly articles, abstracts or similar documents concerning the research conducted under this MOU or any Task Order.
- 16.3 The knowing employment by FIU or its SubCONTRACTORS or SubCONTRACTORS of any alien not authorized to work by the immigration Laws or the Attorney General of the United States is prohibited and shall be a default of this MOU.

## **ARTICLE 17**

### **INSURANCE**

Pursuant to Fla. Stat. Section 1001.72, FIU, a public instrumentality of the State of Florida, maintains insurance coverage under the State of Florida Risk Management Trust Fund, established pursuant to Chapter 284, Florida Statutes, and administered by the State of Florida, Department of Financial Services - Division of Risk Management as follows: automobile liability insurance, general liability insurance and employer's liability insurance, each with limits of liability of not less than US \$200,000.00 for each person and US \$300,000.00 for each occurrence. FIU also maintains workers' compensation insurance with limits of liability as required by law. FIU shall provide evidence of insurance upon request.

## **ARTICLE 18**

### **INDEPENDENT CONTRACTOR**

FIU has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, FIU shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded classified or unclassified employees of the City. FIU further understands that Florida Workers' Compensation benefits available to employees of the City are not available to FIU and agrees to provide workers' compensation insurance for any employee or agent of FIU rendering Services to the City under this MOU.

## **ARTICLE 19**

### **NONDISCRIMINATION**

FIU represents and warrants to the City that FIU does not and shall not engage in discriminatory practices and that there shall be no discrimination in connection with FIU's performance under this MOU on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. FIU further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied any Services, or be subject to discrimination under any provision of the General Conditions.



**SECTION 20**  
**CONFLICT-OF-INTEREST**

To the best of FIU's knowledge and belief, there is no conflict of interest that would prevent FIU entering into this MOU with the City.

**ARTICLE 21**  
**COUNTERPARTS**

This MOU may be executed in two or more counterparts, by original signature or by facsimile, electronic and/or PDF signatures in lieu of original signatures, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same MOU.

**ARTICLE 22**  
**WAIVER**

The waiver by either Party of any failure on the part of the other Party to perform in accordance with any of the terms or conditions of this MOU shall not be construed as a waiver of any future or continuing similar or dissimilar failure. No waiver shall be effective unless made in writing.

**ARTICLE 23**  
**BINDING AUTHORITY**

Each person signing this MOU on behalf of either party individually warrants that he or she has full legal power to execute this MOU on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this MOU. This MOU shall be binding upon the Parties hereto, their heirs, executors, legal representatives, successors, or assigns.

**ARTICLE 24**  
**NOTICES**

All notices or other communications required under this MOU shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other 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 FIU:**

**ATTN:** Roberto M. Gutierrez, M.S.  
Assistant Vice President for Research  
Florida International University  
Office of Research and Economic Development  
11200 SW 8th St. (MARC - 430)  
Miami, FL 33199  
Tel. (305) 348-8312  
Office (305) 348-2494  
Fax. (305) 348-4117  
e-mail: gutierrr@fiu.edu

**TO THE CITY OF MIRAMAR:**

ATTN: Whittingham O. Gordon  
City Manager  
City of Miramar  
2300 Civic Center Place  
Miramar, FL 33025  
Telephone: 954-602-3115

**WITH A COPY TO:**

Austin-Pamies Norris Weeks Powell, PLLC  
City Attorney  
401 NW 7<sup>th</sup> Avenue  
Fort Lauderdale, Florida 33311  
Telephone: (954)-768-9770  
Facsimile: (954)-768-9790

**ARTICLE 25**  
**LIMITATION OF LIABILITY**

25.1 The Parties desire to enter into this MOU only if in so doing they can place a limit on their respective liability for any cause of action for money damages due to an alleged breach by either Party of this MOU, so that its liability for any such breach never exceeds the fee paid to FIU herein. Each Party hereby expresses its willingness to enter into this MOU with this limitation of liability.

25.2 Accordingly, and notwithstanding any other term or condition of this MOU, the Parties agree that each Party shall not be liable to the other Party for damages in an amount in excess of the fee paid to FIU herein for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon either Party by this MOU. Nothing contained in this paragraph or elsewhere in this MOU is in any way intended to be a waiver of the limitation placed upon the City's or FIU's liability as set forth in Section 768.28, Florida Statutes.

25.3 In no event shall either Party be liable for any indirect, incidental, special, or consequential damages, including, without limitation, loss of profits, revenue, or use incurred by either party or any third party, whether in an action in contract or tort, even if the other Party or any other person has been advised of the possibility of such damages.

**ARTICLE 26**  
**NON-SOLICITATION**

FIU represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this MOU and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this MOU. For the breach or violation of this provision, the City shall have the right to terminate the MOU without liability at its discretion, to deduct from the MOU

payment, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE 27**  
**THIRD PARTY BENEFICIARY**

It is specifically agreed between the City and FIU executing this MOU that it is not intended by any of the provisions of any part of the MOU to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this MOU to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this MOU.

**ARTICLE 28**  
**VENUE AND JURISDICTION**

This MOU shall be construed and enforced according to the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of or relating to this MOU. Venue for any action arising out of this MOU shall be in Broward County, Florida.

**ARTICLE 29**  
**HEADINGS AND INTERPRETATION**

Title and paragraph headings are for convenience only and are not a part of this MOU. FIU has been given an opportunity for counsel of its choice to review this MOU. Accordingly, no party shall be deemed to have any benefit as the drafter of the document for interpretation purposes.

**ARTICLE 30**  
**SEVERABILITY**

Should any provision, paragraph, sentence, word or phrase contained in this MOU be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under any applicable law, 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 MOU shall remain unmodified and in full force and effect for limitation of its use.

City and FIU each binds itself, its successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in this MOU.



# ARTICLE 31 ENTIRE AGREEMENT

This MOU constitutes the sole and entire agreement of the Parties relating to the subject matter hereof and correctly sets forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth therein, are of no force or effect. No modification or amendment thereto shall be valid unless in writing and executed by properly authorized representatives of the Parties herein.

## CITY

ATTEST:

DocuSigned by:  
*Denise Gibbs*  
CEB61DDBCDD34DB...

Denise A. Gibbs, City Clerk

CITY OF MIRAMAR

DocuSigned by:  
*Whittingham O. Gordon*  
217AEE7D0E7B4F4...  
By: Whittingham O. Gordon, City Manager

This day \_\_\_\_ of \_\_\_\_\_, 2021.

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

*[Signature]*  
City Attorney  
Austin Pamies Norris Weeks Powell, PLLC

## CONSULTANT

WITNESSES:

Rom Blanchard

Print Name: Rom Blanchard

*Jacqueline Laboy*

Print Name: Jacqueline Laboy

Digitally signed by Roberto M. Gutierrez, Assistant Vice President for Research  
Date: 2022.01.07 15:53:27 -05'00'

*[Signature]*  
By: (RB)

Print Name: Roberto M. Gutierrez,

Title: Assistant Vice President for Research

Date: 07-Jan-2022

## **E-VERIFY**

In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.



**DEPARTMENT OF FINANCIAL SERVICES**  
***Division of Risk Management***

**STATE RISK MANAGEMENT**  
**TRUST FUND**

Policy Number: GL-0241

General Liability  
Certificate of Coverage

Name Insured: Florida International University

General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:

General Liability: \$200,000.00 each person  
\$300,000.00 each occurrence

Inception Date: July 1, 2021

Expiration Date: July 1, 2022