

**NONDISCLOSURE AGREEMENT
BETWEEN
THE CITY OF DORAL
AND
TRINITY INNOVATIVE SOLUTIONS, LLC**

THIS NONDISCLOSURE AGREEMENT (the "Agreement") is made and entered into this 7th day of July, 2018, by and between the **CITY OF DORAL, DORAL, FLORIDA** (hereinafter referred to as the "City"), a municipal corporation, having its principal offices at 8401 NW 53 Terrace, Doral, Florida, 33166, and **Trinity Innovative Solutions, LLC** (hereinafter referred to as "Consultant"), a Texas corporation, the address of which is 2385 Oak Grove Parkway, Little Elm, TX 75068. City and Consultant may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City has a need to contract with third parties to provide specialized and other support services; and

WHEREAS, such third parties will become aware of, and have access to sensitive data about the City's technology infrastructure and other information that is protected from disclosure by law; and

WHEREAS, the City seeks to keep such confidential information, as fully defined below, from being publically disseminated and to keep others from using any such information in any manner other than that which the City intends; and

WHEREAS, Consultant is interested in being contracted by the City and will need to receive the confidential information in order to provide its services.

AGREEMENT

NOW, THEREFORE, in consideration of the aforementioned recitals, the mutual covenants and agreements set forth below, the actions of the Parties in anticipation of the execution and delivery hereof and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**SECTION 1
DEFINITIONS**

1.1 DEFINITIONS.

The capitalized words in this agreement, unless previously defined or identified above, shall have the definitions specified in this section, which are as follows:

Confidential Information: means any and all technical, trade secret or business information belonging to and/or associated with the City, which is exempt from

disclosure pursuant to Chapter 119, Florida Statutes, including, without limitation, financial, security, and infrastructure information, formulas, processes, software and hardware plans and schematics, and personnel and customer information, which is disclosed to the Consultant or is otherwise obtained by the Consultant from the City, its affiliates, agents or representatives during the term of this agreement, whether identified as confidential and whether such information is disclosed in tangible form (including electronic media), orally or in an otherwise intangible form;

City Manager: The Chief Administrative Officer of the City; and

Services: All services, work and actions by the Consultant performed pursuant to or undertaken under this Agreement, as described in Section 2.

SECTION 2 **SCOPE OF SERVICES**

2.1 Purpose. The City intends to disclose to Consultant, and the Consultant may receive from the City, certain Confidential Information, only for the purposes of Consultant consider his/her/its potential involvement with the City and to otherwise provide advice, service or other types of support to the City. The City's disclosure to the Consultant of its Confidential Information shall not be construed to be a grant of any right or license, express or implied, to the Consultant under any patent, trademark, copyright, trade secret, know-how or other intellectual or industrial property right that the City may now have or hereafter acquire relating to the subject matter of the Confidential Information being disclosed by the City. The Consultant understands that the City's Confidential Information shall remain the City's property.

2.2 Confidentiality Obligation. Consultant expressly acknowledges that he/she/it may, has and/or will received and/or shall be in a position to receive and possess Confidential Information of the City, and Consultant further acknowledges that disclosure of such Confidential Information to any person who is not part of the City's staff and/or administration or an authorized representative of the City would cause irreparable harm to the City. Consultant shall:

- (a) protect the City's Confidential Information by using the degree of care specified by the City, but not less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information; and
- (b) use and disseminate Confidential Information as authorized in the course of its business relationship with the City.

Consultant shall not:

- (a) disclose any Confidential Information to any person who is not part of the City's staff and/or administration or an authorized representative of the City, except as deemed necessary by to effectuate the City's objectives; or
- (b) use any Confidential Information for any purpose, except in connection with his/her/its efforts on behalf of the City.

Other than certain potential disclosures which may be required, as contemplated in Section 2.3, below, Consultant's duty to confidentiality is absolute and perpetual. The Consultant shall exercise that degree of skill, care, efficiency and diligence normally exercised by recognized professionals with respect to the performance of comparable Services. In its performance of the Services, the Consultant shall comply with all applicable laws, ordinances, and regulations of the City, Miami-Dade County, State of Florida, and Federal Government. The Consultant shall promptly notify the City in writing of any unauthorized, negligent or inadvertent disclosure of the City's Confidential Information.

2.3 Exclusions. Confidential Information as defined in Section 1, above, shall not include Confidential Information that: (a) is or becomes a matter of public knowledge through no fault of the Consultant; or (b) was in Consultant's possession or known by him/her prior to receipt from the City; or (c) was rightfully disclosed to the Consultant by another person without restriction; or (d) is independently developed by Consultant without access to such Confidential Information; or (e) is information found in a document that is subject to disclosure under Chapter 119, Florida Statutes. The Consultant may disclose Confidential Information pursuant to any statutory or regulatory authority or court order, provided that (a) Consultant gives the City prior written notice of such requirement, (b) the scope of such disclosure is limited to the disclosure that is legally required, and (c) Consultant reasonably cooperates with the City, at the City's expense, to ensure that the Confidential Information will be subject to a protective order or other legally available means of protection.

2.4 Duty to Return. Upon the expiration or termination of its arrangement with the City or upon the request by the City, at any time, whether in writing or orally, Consultant shall: (a) turn over to the City all tangible Confidential Information, all documents or media containing Confidential Information and any and all copies or extracts thereof (including electronic media), or (b) destroy the tangible Confidential Information, all documents or media containing the Confidential Information, and any and all copies or extracts thereof (including electronic media), and provide the City with written notification of such return or destruction signed by Consultant.

2.5 Remedies. Consultant acknowledges and understands that the use or disclosure of the Confidential Information in any manner inconsistent with this agreement will cause the City irreparable damage, for which there may be no adequate remedy at law. The City shall have the right to: (a) equitable and injunctive relief to prevent such unauthorized, negligent or inadvertent use or disclosure; and (b) recover the amount of all such damage (including attorneys' fees and expenses) to the City in connection with such use or

disclosure. In the event that any court of competent jurisdiction determines that any provision of this Agreement is too broad to enforce as written, such court is authorized and directed to construe, modify or reform such provision to the extent reasonable necessary to make such provision enforceable. Nothing in this Agreement shall be construed to prohibit any party from pursuing any other available remedies for breach or threatened breach of this agreement, including the recovery of damages. No failure or delay by any party in exercising any right, power or privilege under this agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude the exercise of any other right, power or privilege hereunder.

SECTION 3 **MISCELLANEOUS**

3.1 Indemnification. Consultant agrees to indemnify and hold harmless the City of Doral and its officers, employees and agents, from and against any and all actions, claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees, for any claim at law or in equity that may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Consultant in connection with its obligations hereunder. The parties agree the opportunity to evaluate a potential or actual contractual relationship with the City for services and the opportunity to continue such a relationship constitutes sufficient consideration for this provision. The Consultant's obligation under this Subsection shall not include the obligation to indemnify the City of Doral and its officers, employees and agents, from and against any actions or claims which arise or are alleged to have arisen from negligent acts or omissions or other wrongful conduct of the City and its officers, employees and agents. The parties each agree to give the other party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects the other party.

3.2 Expenses. Nothing in this Agreement obligates either the City or Consultant to: (a) enter into any business transaction with the other, (b) make any payments to other or (c) reimburse any of the others expenses. Should judicial action be required to prevent, cure and/or seek redress for breach of this Agreement, the prevailing party shall be entitled to the recovery of all fees and costs associated therewith, including, but not limited to, attorneys' fees.

3.3 No Partnership. This Agreement shall not be construed to create an association, partnership, joint venture, or relation of principal and agent between the parties within the meaning of any federal, state or local law.

3.4 Waiver. The failure of any Party in any one or more instances to insist upon strict performance of any of the terms or provisions of this Agreement, or to exercise any option herein conferred, shall not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms, provisions or options on any future occasion.

3.5 Severability. Any provision of this Agreement which is rendered unenforceable by a court of competent jurisdiction shall be ineffective only to the extent of such

prohibition or invalidity and shall not invalidate or otherwise render ineffective any or all of the remaining provisions of this Agreement.

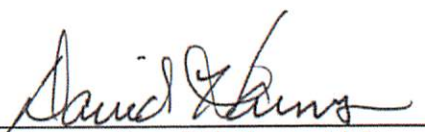
3.6 Choice of Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to the conflicts of law provisions thereof. For the adjudication of any disputes arising under this Agreement, the parties hereby consent to personal jurisdiction and venue in (a) the County Court and Circuit Court of Miami-Dade County, Florida and (b) the United States District Court for the Southern District of Florida, Miami-Dade Division.

3.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties in regard to the covenant of confidentiality of matters disclosed pursuant to a business relationship established between BUSINESS VENTURE and RECEIVING PARTY and with regard to the covenant of noncompetition between BUSINESS VENTURE and RECEIVING PARTY, supersedes any prior oral or written representations in regard to said matters and may not be modified, except in writing, signed by all parties hereto.

3.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one instrument. This Agreement may be duly executed and delivered by a party by execution and facsimile delivery of the Agreement to the other party, provided that, if delivery is made by facsimile, the executing party shall promptly deliver a complete counterpart that it has executed to the other party.

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

FOR CONSULTANT:

By: 
Trinity Innovative Solutions, LLC
Date: 7/26/2018

FOR CITY:

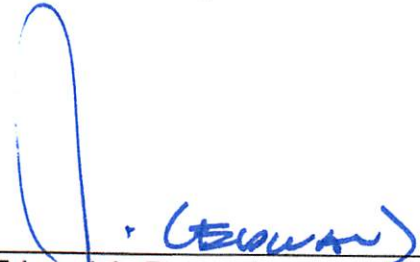
CITY OF Doral, FLORIDA

ATTEST:

By:



City Clerk



Edward A. Rojas, City Manager

Date: 8.9.13

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE CITY OF DORAL



Weiss Serota Helfman Cole & Bierman, PL
City Attorney