

**MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF DORAL AND
THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

This Memorandum of Understanding (the "MOU") is made and entered into this 30 day of August, 2022, by and between the City of Doral, a municipality in the State of Florida (the "City"), and the Florida International University Board of Trustees, on behalf of its College of Communication, Architecture + The Arts ("FIU"). The City and the FIU may be referred to individually as a "Party" or collectively as the "Parties."

Recitals

WHEREAS, on June 15, 2015, pursuant to Ordinance No. 2015-09, the Mayor and City Council established the City's Public Art Program to stimulate a cultural environment that reflects and enhances the City's heritage, diversity and character through public artworks integrated in the architecture, infrastructure and public places; and

WHEREAS, since the Public Arts Program's creation, the City has established the "Public Arts Program Fund" which is used for the acquisition, installation, improvement, maintenance, and insurance of art works, among other things; and

WHEREAS, FIU offered to serve in an advisory capacity and assist the City with public art program activities and initiatives at no cost; and

WHEREAS, the purpose of this MOU is to delineate the services of FIU and formalize the relationship between FIU and the City for policy guidance, planning, and other activities related to the City's Public Art Program; and

WHEREAS, on April 18, 2022, the Public Art Program Advisory Board recommended approval of a MOU with FIU to designate a member of its staff to serve in an advisory capacity on a part-time basis; and

WHEREAS, the Mayor and City Council deem that such relationship and ensuing benefits are in the best interest of the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which is acknowledged by the City and FIU, it is hereby agreed as follows:

1. **Recitals.** The recitals above are true and correct and are incorporated herein as if set forth in full.

2. **Term.** The City and FIU agree to enter into this MOU for a term of one (1) year. The MOU may be renewed for additional 1-year terms, by written agreement of the terms and conditions on which both parties agree. This MOU may be terminated by either party for any reason upon 30 days written notice to the other. Service of written notice shall be made by certified first class US Mail return receipt requested and/or by email. Service shall be effective upon mailing.

3. **Obligations.** FIU agrees to provide the City with the following services: to designate a member of its staff to serve in an advisory capacity on a part-time basis to assist the City of Doral with public art program activities and initiatives, in FIU's sole and absolute discretion.

4. **Authority to Contract.** The undersigned agent claiming authority for the City below hereby represents and warrants to FIU, and the FIU agent signing below hereby represent and warrant to the other, that each of them and the persons executing this MOU on their behalf are authorized to enter into this MOU and be bound by its terms.

5. **Entire MOU: No Modifications.** This MOU constitutes the sole agreement between the parties with respect to the subject matter. Each party to this MOU acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied herein, and that any agreement, statement or promise not contained in this MOU will not be valid or binding or of any force or effect whatsoever. No change or modification of this MOU shall be valid or binding upon the parties hereto unless such change or modification is in writing and is signed by the parties hereto with the same formality as this present MOU.

6. **Severability.** In the event that any one or more of the provisions (or portions thereof) contained in this MOU shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect for any reason, that invalidity, illegality or unenforceability shall not affect any other portion hereof, and this MOU shall be construed as if that invalid, illegal or unenforceable provision (or portion thereof) had never been contained herein.

7. **Binding Effect.** The terms, promises, covenants and agreements contained in this MOU shall apply to, be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assign

8. **Applicable Law/venue.** This MOU and the rights and obligations of the parties hereunder shall be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida. The parties agree that venue for any action brought by either party to enforce or interpret this MOU shall lie in the courts of Miami-Dade County, Florida.

9. **Joint Drafting and Neutral Construction.** This MOU is a negotiated document and shall be deemed to have been drafted jointly by the parties, and no rule of construction or interpretation shall apply against any particular party based on a contention that the MOU was drafted by one of the parties. This MOU shall be construed and interpreted in a neutral manner.

10. **No Waiver.** This MOU may be amended, cancelled, renewed or extended, and the terms hereof may be waived, only by a written agreement signed by the City and Florida International University. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as waiver thereof, nor shall any waiver on the part of any party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege.

11. **Notices/Authorized Representatives.** Any notices required by this MOU shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Hernan Organvidez
Acting City Manager
8401 N.W. 53rd Terrace
Doral, FL 33166

With a Copy to: Luis Figueredo, ESQ.
City Attorney
8401 N.W. 53rd Terrace
Doral, FL 33166

For Florida International University :
Elizabeth M. Bejar, Ph.D.
Interim Provost, Executive Vice President and COO
Florida International University
11200 SW 8th Street
PC 526
Miami, FL 33199

With a Copy to: Rafael G. Prohias
Deputy General Counsel
Florida International University
11200 SW 8th Street
PC 511
Miami, FL 33199

12. **Nonassignability.** This MOU shall not be assignable by Florida International University unless such assignment is first approved by the City Manager. The City is relying upon the qualities, attributes, and past practices of Florida International University.

13. **Headings and Captions.** The titles or captions of paragraphs and subparagraphs contained in this MOU are provided for convenience or reference only, and they shall not be considered a part of this MOU.

14. **Acknowledgment.** Execution of this MOU by the parties constitutes an acknowledgment of having been given reasonable opportunity to examine the contents of this MOU, with the assistance of legal counsel, if desired, so as to completely understand the meaning of the MOU.

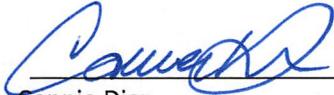
14. **Counterparts.** This MOU may be executed in any number of counterparts and by the different parties hereto by separate counterparts, each of which when so executed shall be an original, and all of which shall constitute one in the same instrument. Complete sets of counterparts shall be lodged with the City and Florida International University.

15. **Facsimile Signatures.** Electronically transmitted facsimile signatures on this MOU shall serve as originals for all purposes.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, the parties execute this MOU on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Provider by and through its Principal, whose representative has been duly authorized to execute same.

Attest:



Connie Diaz
City Clerk

CITY OF DORAL

By: 

Hernan Organvidez
City Manager

Date: 8/29/22

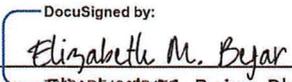
Approved As To Form and Legal Sufficiency for the Use

And Reliance of the City of Doral Only:



Luis Figueredo, Esq.

THE FLORIDA INTERNATIONAL
UNIVERSITY BOARD OF TRUSTEES

DocuSigned by:
By: 

Elizabeth M. Bejar, Ph.D.
Interim Provost, Executive
Vice President and COO

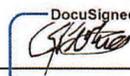
Date: August 22, 2022

DocuSigned by:
By: 

Brian Schifner, Dean
College of Communication, Architecture
+ The Arts

Date: August 17, 2022

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the Florida International University
Board of Trustees Only:

DocuSigned by:


Rafael G. Posadas
Deputy General Counsel

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RESOLUTION No. 22-90

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO DRAFT A MEMORANDUM OF UNDERSTANDING WITH FLORIDA INTERNATIONAL UNIVERSITY (FIU) FOR THE IMPLEMENTATION OF PUBLIC ART PROGRAM ACTIVITIES AND INITIATIVES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on June 15, 2015, pursuant to Ordinance No. 2015-09, the Mayor and City Council established the City of Doral (the “City”) Public Art Program to stimulate a cultural environment that reflects and enhances the City’s heritage, diversity and character through public artworks integrated in the architecture, infrastructure, and public places; and

WHEREAS, as part of the City’s Public Art Program, the City established a “Public Arts Program Fund” which may be used for the planning of cultural events, and for the acquisition, installation, improvement, maintenance, and insurance of works of art, among other things; and

WHEREAS, the City of Doral and Florida International University, College of Communication, Architecture + The Arts (“FIU”) intend to work together to implement the City’s Public Art Program and promote the City’s aesthetics, quality of life, and economic growth; and

WHEREAS, on April 18, 2022, the Public Art Program Advisory Board recommended in favor of a Memorandum of Understanding between the City of Doral and Florida International University; and

WHEREAS, the Mayor and City Council deem that the pursuit of such a relationship and its ensuing benefits are in the best interest of the City.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The Mayor and City Council hereby express its support of a MOU between the City of Doral and Florida International University. The City Manager is hereby authorized to enter into an MOU on behalf of the City subject to approval as to form and legal sufficiency by the City Attorney.

Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 4. Effective Date. This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption. The motion was seconded by Councilmember Cabrera and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Digna Cabral	Absent / Excused
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 8 day of June, 2022.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

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



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY