

**AGREEMENT**  
**Between**  
**THE CITY OF DORAL**  
**And**  
**UNIVERSITY OF MIAMI HEALTH SYSTEM**  
**(UHEALTH)**

This Agreement is made and entered into as of the date executed by both parties (the “Effective Date”) by the City of Doral, a municipal corporation organized and operating under the laws of the State of Florida, with a business address of, 8401 NW 53 Terrace, Doral, FL 33166, hereinafter referred to as “CITY”, and University of Miami, also known as UHealth), a Florida not for profit corporation with a business address of 1400 NW 12th Ave. Miami, FL 33136, hereinafter referred to as “UHealth”. The CITY and UHealth are sometimes hereinafter referred to collectively as the “Parties” and individually as a “Party”.

WHEREAS, the CITY owns and operates the Downtown Doral Park, located at 8395 NW 53<sup>rd</sup> St., Doral, FL 33166 (hereinafter referred to as the “PARK”); and

WHEREAS, the CITY owns and operates the Doral Cultural Arts Center, located at 8363 NW 53<sup>rd</sup> St., Doral, FL 33178 (hereinafter referred to as the “CENTER”); and

WHEREAS, by Resolution No. 23-03 the Mayor and City Council have authorized the City Manager to execute a naming rights sponsorship agreement for the PARK and the CENTER with UHealth for an initial period of five (5) years, with the option to renew for an additional five (5) one-year renewals in the amount of \$175,000 annually; and

WHEREAS, this sponsorship will be beneficial for the City in helping the City be more fiscally sustainable.

NOW THEREFORE, in consideration of the mutual covenants and provisions herein contained, the Parties agree as follows:

1. General Collaboration. The Parties enter into this Agreement for the purpose of granting secondary naming rights for the Downtown Doral Park and naming rights for the Doral Cultural Arts Center, as more particularly set forth in Exhibit “A”.
2. Downtown Doral Park. The CITY hereby grants UHealth secondary naming rights with respect to the Downtown Doral Park. The CITY further agrees to include the UHealth name and mark(s) on and/or within the PARK and in promotions and communications involving the PARK. The Parties agree to the naming and marketing benefits set forth on Exhibit “A” attached hereto and incorporated herein. To the extent the UHealth name or mark(s) will be included in any signage, promotional materials or communications, UHealth will provide

the applicable art and mark(s), replace and produce signs or promotional materials. Before CITY can use the UHealth name and/or mark(s) in any manner, UHealth must approve such use(s) in writing.

3. Doral Cultural Arts Center. CITY hereby grants to UHealth naming rights with respect to the Doral Cultural Arts Center. CITY further agrees to include the UHealth name and mark(s) on and/or within the CENTER and in promotions and communications involving the CENTER. The Parties agree to the naming and marketing benefits set forth on Exhibit “A” attached hereto and incorporated herein. To the extent the UHealth name or mark(s) will be included in any signage, promotional materials or communications, UHealth will provide the applicable art and mark(s), replace and produce signs or promotional materials. Before CITY can use the UHealth name and/or mark(s) in any manner, UHealth must approve such use(s) in writing.
4. Promotion. CITY can request messages, communication, or promotional information from UHealth to place in the PARK and the CENTER and in CITY communications to the community. Within a commercially reasonable time after such request, UHealth will provide appropriate health and wellness information at no cost to the CITY to promote healthy lifestyles.
5. Marketing. CITY agrees to promote classes, educational programs and screening events provided by UHealth taking place at CITY facilities or virtually, via its marketing vehicles including, but not limited to, its monthly calendar, city channel, city newspaper, and housing newsletter.
6. Participation in Other CITY Events. CITY will notify UHealth of relevant opportunities to participate in future events organized by CITY. If UHealth desires to participate in any such future event(s), then UHealth must follow the applicable protocols, rules and regulations to participate in such event(s).
7. Representatives. Each Party designates a primary representative for purposes of this Agreement. Initially, CITY’s primary contact will be the City Manager or his/her designee and UHealth’s primary representative will be Chief Marketing and Communications Officer
8. Term. The term of this Agreement shall be for five (5) years from the Effective Date (the “Term”). The Parties may agree to extend this Agreement for five (5) additional one-year periods for a total of ten (10) years upon the execution of a written amendment to this Agreement to provide for the additional Agreement period, and any revisions to terms and conditions. Either Party may terminate this Agreement or any statement of work executed pursuant to this Agreement, in whole or in part, as follows: (1) at any time, for any reason, upon thirty (30) days’ advance written notice to the other Party (2) because of the failure of the other Party to fulfill any contract obligation, upon twenty (20) days’ prior written notice and opportunity to cure, which breach remains uncured following the twenty (20)

day notice period, or (3) effective immediately upon written notice to the other Party, if any of the following events occur: (a) a Party becomes insolvent or bankrupt, or becomes the subject of any proceedings under state, federal, or foreign law for the relief of debtors, or makes any assignment for the benefit of creditors; or (b) a Party breaches the confidentiality obligations set forth in this Agreement. Additionally, either Party may terminate this Agreement with immediate effect upon written notice to the other Party where a Force Majeure Event (further defined herein) lasts longer than ninety (90) days.

Unless instructed otherwise by an authorized representative of the terminating Party, upon receipt of such notice, the non-terminating Party shall: 1) immediately discontinue all services affected, and 2) deliver to the other Party all data, reports, summaries, and such other information and materials as may have been prepared for and/or accumulated by the other Party in performing this Agreement, whether completed or in progress.

9. Sponsorship Fees and Payments. In exchange for the foregoing naming rights with respect to the PARK and the CENTER, UHealth agrees to pay to CITY One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per year throughout the Term and any extension thereof. Pricing for naming rights will be firm during the Term of this Agreement. Any changes to compensation will require a mutual written agreement between the Parties. Any change in compensation will be set forth in amendment to this Agreement or the applicable statement of work or order form, which shall be signed by an authorized representative of the UHealth and the City. The initial payment shall be made within sixty (60) days of the Effective Date and thereafter on the anniversary date of the initial payment.

Payment(s) will be made upon submission of detailed invoice(s) and, if applicable, original receipt(s) satisfactory to and approved by UHealth. Invoices must indicate CITY's taxpayer identification number. Internal financial reporting requirements must be met before payment will be made.

To avoid payments delays, please follow the UHealth's supplier payment guidelines below:

1. A UHealth Purchase Order ("PO") is required for the purchase of goods and services.
2. Invoices should be submitted with proper PO information to [uhealthap@miami.edu](mailto:uhealthap@miami.edu).
3. All invoices must reference the correct PO# on each invoice (not in an email).
4. Each invoice must be a separate .pdf file. The UHealth does not accept one .pdf file that contains multiple invoices.
5. Invoice contents must be legible.
6. The UHealth only accept invoices for payment processing. Do not forward packing slips, order confirmations, work orders, contracts, quotes, reservations, estimates, acknowledgements, menus, statements etc.

10. Taxes. CITY is a tax exempt organization and shall submit an exemption certificate indicating this status upon request. UHealth is a tax exempt organization and shall submit an exemption certificate indicating this status upon request.
11. Notices. Any notices required or permitted to be given pursuant to this Agreement shall be sufficient, if in writing and hand delivered (in person or by courier) or sent postage prepaid by certified or registered mail, return receipt requested, or by reputable overnight courier with tracking capabilities, to a Party's business address as set forth below or sent by facsimile to the facsimile number set forth below or by e-mail to the e-mail address set forth below. A notice shall be deemed given hereunder upon hand delivery or upon transmission by facsimile or e-mail (subject, in the case of facsimile transmission, to confirmation from sender's facsimile machine or, in the case of e-mail transmission, to no automatic receipt by the sender of notice that such e-mail is undeliverable and provided, in each case, that such notice is separately sent by any one of the other methods outlined above other than facsimile or e-mail) or three (3) business days after depositing in the U.S. mail if sent by certified or registered mail or one (1) business day if by a reputable overnight courier with tracking capabilities. The address or facsimile number or e-mail address for sending any notice may be changed by a Party by giving written notice to the other Party as provided in this Section. For the present, UHealth and CITY designate the following as the respective places for giving of notice:

CITY: Barbie Hernandez  
City Manager  
City of Doral, Florida  
8401 NW 53rd Terrace  
Doral, Florida 33166

With a Copy to: City Attorney  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166

UHEALTH: Attn: General Counsel  
University of Miami  
1320 S. Dixie Hwy, Suite 1250  
Coral Gables, Florida 33146

COPY TO: Attn: Director, Contract Administration  
Supply Chain Services  
UHealth Distribution Center  
1080 SE 5th St, Suite 100  
Hialeah, Florida 33010

sourcing.supplychain@med.miami.edu

12. Confidentiality. In the event a Party (“Receiving Party”) is exposed to information which is confidential, classified, restricted or proprietary to the other Party (“Disclosing Party”), including but not limited to business information, financial information, operational information, trade secrets, personally identifiable information, any other sensitive data or information that is of a nature that a reasonable person would understand is of a confidential and non-public nature (“Confidential Information”), Receiving Party agrees to not disclose such Confidential Information to any other Parties, without prior written permission from an authorized representative of the Disclosing Party. Confidential Information shall be deemed covered whether in oral form, machine-readable form, written, digital, electronic or other tangible form, and whether designated as confidential or unmarked. Receiving Party shall protect the Confidential Information according to commercially acceptable standards and no less rigorously than it protects its own sensitive data and information. Receiving Party shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Confidential Information received from, or on behalf of, Disclosing Party. Receiving Party shall require all its agents, including subcontractors, to adhere to the same restrictions and conditions on the use and/or disclosure of Confidential Information that apply to the Receiving Party. Receiving Party shall report to Disclosing Party any use or disclosure of Confidential Information not authorized by this Agreement, in writing by Disclosing Party. Receiving Party shall make the report to Disclosing Party not more than five (5) business days after Receiving Party learns of such use or disclosure. Receiving Party’s report shall identify: i. The nature of the unauthorized use or disclosure, ii. The Confidential Information used or disclosed, iii. In the event of a disclosure of personally identifiable information, the identities of any and all affected individuals, iv. Who made the unauthorized use or received the unauthorized disclosure, v. What Receiving Party has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and, vi. What corrective action Receiving Party has taken or shall take to prevent future similar unauthorized use or disclosure. Notwithstanding anything herein to the contrary, should Receiving Party become legally required pursuant to applicable law or regulation or regulatory, legal or judicial process (including, without limitation, by deposition, interrogatory, request for documents, subpoena, civil investigative demand, government investigation or similar process) to disclose any of the Confidential Information provided to it or the information referred to above, the Receiving Party shall provide Disclosing Party with prompt prior written notice of such requirement so that Disclosing Party may seek a protective order or other appropriate remedy and/or waive in writing compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained and such a written waiver has not been received from the Disclosing Party that would permit such required disclosure, Receiving Party (and its respective representatives) agree(s) to

disclose (and shall be permitted without liability to disclose) only that portion of the Confidential Information which it is advised in the opinion of its counsel it is legally required to disclose. Receiving Party shall take all reasonable steps to preserve the confidentiality of the information in question. Notwithstanding anything herein to the contrary, or any prior understanding or agreement between the Parties, Disclosing Party shall have the right to disclose all terms stated in or relating to the Agreement to any of Disclosing Party's attorneys, accountants, consultants, and other third parties utilized by Disclosing Party in the ordinary course (collectively "Assigns"), on a need-to-know basis (that is, their duties, contract, requirements or obligations necessitate such disclosure). For avoidance of doubt, Assigns shall include employees, consultants, members or other representatives of the Assigns on a need-to-know basis. Receiving Party shall not under any circumstances use, disclose, sell, transfer, transmit or otherwise make available or accessible Disclosing Party's Confidential Information under this Agreement (including personally identifiable information ("PII" and protected health information ("PHI")), regardless of form or format (even if de-identified), or otherwise use such information for any commercial or business purpose whatsoever other than as expressly agreed to by an authorized representative of Disclosing Party, in writing. Additionally, Receiving Party shall not and shall not allow any of its agents, contractors, or employees to store, create, maintain or transmit Disclosing Party Confidential Information (including PII and PHI) outside of the United States of America without prior written consent by an authorized representative of Disclosing Party.

UHealth acknowledges and understands that the CITY is a local government agency that is subject to Chapter 119, Florida Statutes. For avoidance of doubt, this Confidentiality Section shall not prevent the CITY from producing public records, which disclosure would be required by Chapter 119, Florida Statutes.

This Confidentiality provision shall survive the termination or expiration of this Agreement.

13. Indemnification. Each Party (an "Indemnifying Party") shall indemnify, defend and hold harmless the other Party, its officers, trustees, employees, agents, representatives, vendors, and contractors (collectively, "Indemnified Party") from and against any and all third-party losses, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees and court costs through the appellate level) or liabilities arising out of, resulting from, or in connection with the services provided under this Agreement that are incurred by Indemnified Party, including without limitation, by reason of (1) any damage or injury (including death) to persons or property caused by an Indemnifying Party or any of its agents; (2) the negligence, fraud, or willful misconduct of an Indemnifying Party or anyone acting on such Indemnifying Party's behalf; (3) an Indemnifying Party's material breach of this Agreement; (4) an Indemnifying Party's violation of applicable law; or (5) an Indemnifying Party's infringement of any patent, copyright, trademark, trade secret or any other intellectual property rights of a

third party. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes. Furthermore, nothing contained herein shall be interpreted to as a waiver of the CITY's right to sovereign immunity pursuant to Chapter 768, Florida Statutes. The provisions of this section shall survive termination of this Agreement.

14. Limitation of Liability. Except with respect to claims based on the indemnity and confidentiality obligations set forth in this Agreement, neither Party will be liable for consequential, incidental, special or punitive damages, or for loss of revenue or profit in connection with the performance or failure to perform this Agreement regardless of whether such liability arises from breach of contract, tort or any other theory of liability. UHealth's participation and responsibility under this Agreement is limited solely to the role of a sponsor and UHealth shall have no responsibility or liability whatsoever outside of its responsibilities under this Agreement, including such responsibility regarding the safety of the CITY's facilities or the operations for the PARK or CENTER. Moreover, except with respect to claims based on the indemnity, infringement, and confidentiality obligations set forth in this Agreement, each Party's total liability shall be limited to total amounts paid or payable by UHealth to CITY under this Agreement.
15. Intellectual Property. Neither Party shall use any trademark, service mark, trade name, or logo of the other Party (or any of its affiliates), including any portions thereof, including without limitation any office or unofficial name, or any fictitious name of the other Party, without the prior written consent of the other Party. Neither Party shall infringe any trademarks, copyrights or any other intellectually property rights of the other Party or any of its affiliates.
16. Insurance. UHealth agrees to maintain (through a self-insurance program or otherwise) during the term of this Agreement such insurance coverage as set forth on Exhibit "B" attached hereto. CITY agrees to provide to UHealth, on or before the Effective Date, a copy of its certificate of insurance, and to immediately notify UHealth of any cancellation or material changes to such coverage occurring during the term of this Agreement.

CITY agrees to carry and keep in full force, at its expense, during the Term of this Agreement: (1) a policy of comprehensive general liability coverage, including personal injury, property damage, and contractual liabilities with limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, (2) worker's compensation coverage in statutorily prescribed amounts. All policies carried by CITY, as a result of or in relation to this Agreement, shall expressly waive any right of subrogation on the part of the insurer and/or the CITY against the UHealth. CITY shall immediately notify UHealth of any material changes to insurance coverage required under this provision. UHealth reserves the right to request additional coverage by CITY or higher coverage amounts on a case-by-case basis.

17. Independent Contractors. The Parties acknowledge and agree that they are independent contractors and not employees, partners, joint venturers, franchisors or franchisees. Neither Party shall have the authority to bind the other Party, or make representations, promises, guarantees, warranties, covenants, contracts, agreements, or otherwise act, on behalf of the other Party.
18. Amendments. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained here shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
19. Binding Authority. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement 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 Agreement.
20. Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.
21. Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.
22. Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
23. Legal Representation. It is acknowledged that each Party to this Agreement had the opportunity to be represented by legal counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the Party preparing the same shall not apply herein due to the joint contributions of both Parties.
24. Governing Law. This Agreement shall be governed by the laws of the State of Florida, without regard to conflicts of law provisions providing otherwise. Venue shall be in Miami-Dade County, Florida. **THE PARTIES EXPRESSLY AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL ISSUES SO TRIABLE UNDER THIS AGREEMENT.**
25. Change in Law. This Agreement is intended to comply with existing federal, state and local laws, rules and regulations. However, the Parties acknowledge that the existing law and regulations may change and that the courts, or federal or state agencies with appropriate jurisdiction, may change their interpretation of existing law. Upon the enactment or amendment of any federal, state or local law or



regulation, or upon the issuance of any judicial or interpretive ruling of any existing federal, state or local law or regulation, that renders this Agreement illegal or materially changes the obligations of the Parties, either Party may notify the other Party of such event. The Parties shall use their best efforts during a thirty (30) day period after such notice is sent to mutually agree to such amendments to this Agreement as to permit its valid and legal continuation. If after such thirty (30) day period, the Parties are unable to agree to amend this Agreement, this Agreement shall automatically terminate.

26. Adverse Impact on Tax Status.

(a) Nothing in this Agreement shall be construed to require UHealth to take any action or omit to take any action which, in the reasonable opinion of UHealth's tax or bond counsel, may have an adverse impact on the tax exempt status of UHealth or result in the imposition of intermediate sanctions under Section 4958 of the Internal Revenue Code of 1986, as amended ("Sanctions"), on UHealth or its officers or directors. In the event implementation of any provisions of this Agreement presents in the reasonable opinion of counsel for UHealth a material risk of loss of UHealth's tax exempt status or the imposition of Sanctions, or if any provision of this Agreement is held invalid, illegal or unenforceable, UHealth and CITY shall promptly negotiate in good faith a lawful, valid and enforceable provision that is as similar in terms to such invalid or possibly invalid provision as may be possible while giving effect to then future benefits and burdens accruing to the parties hereunder, and which removes the risk, if any, of loss of UHealth tax exempt status and/or the imposition of Sanctions, and the remaining provisions of this Agreement shall remain binding on the Parties hereto.

(b) Nothing in this Agreement shall be construed to require CITY to take any action or omit to take any action which, in the reasonable opinion of CITY's tax or bond counsel, may have an adverse impact on the tax-exempt status of CITY's tax-exempt bonds under the Internal Revenue Code of 1986, as amended. In the event implementation of any provisions of this Agreement presents in the reasonable opinion of tax or bond counsel for CITY a material risk of loss of the tax exempt status of CITY's tax-exempt bonds, UHealth and CITY shall promptly negotiate in good faith a lawful, valid and enforceable provision that is as similar in terms to such provision as may be possible while giving effect to then future benefits and burdens accruing to the parties hereunder, and which removes the risk, if any, of loss of tax exempt status of CITY's tax-exempt bonds, and the remaining provisions of this Agreement shall remain binding on the Parties hereto.

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

28. Extent of Agreement; Conflict of Terms. This Agreement represents the entire and integrated agreement between the CITY and UHealth with respect to the subject matter described herein, and supersedes all prior negotiations, representations or agreements regarding this subject matter, either written or oral. To the extent of any conflict of terms, the order of precedence, except where stated otherwise, shall be as follows: 1) this Agreement, as may be amended from time to time; 2) appendices, exhibits, schedules, or addendums; 3) purchase order terms and conditions. No representations, understandings or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. UHealth will not be bound by any “shrink-wrap” or “click-through” terms and conditions, or other content on CITY’s website, regardless of when opened or clicked or by whom, even if CITY’s documentation or website states otherwise.
29. Assignment. Neither Party may assign, delegate or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other party. Any purported transfer shall be null and void and of no force and effect and may be grounds for immediate termination of this Agreement.
30. Public Records. In addition to other contract requirements provided by law, UHealth shall comply with public records laws, specifically to:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service;
  - (b) Provide the public with access to public records on the same terms and conditions that CITY would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; and
  - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
  - (d) Meet all requirements for retaining public records and transfer, at no cost, to CITY all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the information technology systems of CITY.

**IF UHEALTH HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE UHEALTH'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 305-593-6730, CITYCLERK@CITYOFDORAL.COM, 8401 NW 53RD TERRACE, DORAL, FLORIDA 33166.**

31. E-Verify. Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless each Party to the contract registers with and uses the E-Verify system. Florida Statute 448.095 further provides that if a UHealth enters into a contract with a subcontractor, the subcontractor must provide the UHealth with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

In accordance with Florida Statute 448.095, UHealth is required to verify employee eligibility using the E-Verify system for all existing and new employees hired by UHealth during the contract term. Further, UHealth must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of UHealth to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. The UHealth must retain the I-9 Forms for inspection, and provide the attached E-Verify Affidavit, attached hereto as Exhibit "C".

32. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, UHealth certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

Pursuant to Section 287.135, in the event the Agreement is for one million dollars or more, UHealth certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; and UHealth further certifies that it is not engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Agreement if UHealth is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran

Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

33. Excluded Parties. CITY represents and warrants, to the best of its knowledge, that neither CITY nor any of its directors, officers, employees, contractors, subcontractors, principals or agents providing Services under this Agreement: (a) are Sanctioned Persons (as that term is defined below); (b) are on either a state exclusion list or the OIG/SAM List of Excluded Individuals and Entities (“LEIE”); or (c) have been convicted of a criminal offense related to healthcare. CITY shall notify UHealth promptly, but in no event later than (5) business days from when CITY is no longer able to make these representations, and UHealth may, in its sole discretion, terminate this Agreement with immediate effect upon written notice to CITY.

”Sanctioned Persons” means individuals or entities that are, or have been proposed to be, excluded, suspended, debarred, or are otherwise ineligible to participate in business transactions with any state or federal department or agency, including without limitation, healthcare programs.

34. Compliance with Laws. The anti-bribery provisions of the United States Foreign Corrupt Practices Act (“FCPA”) make it unlawful to bribe foreign government officials to obtain or retain business. The Parties are familiar with the FCPA, its prohibitions and purposes, and will not undertake any actions that may violate the FCPA.

The Parties further acknowledge that performance of the Agreement may be subject to compliance with those laws, regulations, or orders that may relate to the export of technical data and equipment, such as International Traffic in Arms Regulations (“ITAR”) and/or Export Administration Regulations (“EAR”), as may be amended, and agree to comply with all such laws, regulations or orders. The Parties will not export, directly or indirectly, any confidential information without first obtaining any required export license or government approval and, in the case of confidential information disclosed by UHealth, without first obtaining permission from UHealth. In the event any confidential information is export-controlled, the disclosing Party shall provide the receiving Party with written notice containing the nature of the export-controlled information, prior to any exchange of export-controlled confidential information.

The European General Data Protection Regulation (“GDPR”) imposes specific obligations on UHealth with regard to its relationships with vendors engaged in Processing of Personal Data, as those terms are defined in Article 4 of the GDPR. For purposes of this Section, the term GDPR includes Regulation (EU) 2016/679, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities. Words and phrases in this Section shall have the meanings given to them in Article 4 of the GDPR.

To the extent that CITY is engaged in the Processing of Personal Data, CITY shall be deemed a Processor and shall comply with all requirements under the GDPR which are applicable to Processors of Personal Data. CITY shall immediately notify UHealth of same and shall execute UHealth's Data Processing Addendum.

Any provisions required to be included in a contract of this type by any applicable and valid Federal, State or local law, ordinance, rule, or regulation shall be deemed to be incorporated herein. The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason with respect to obligations during the term of the Agreement.

The Health Insurance Portability and Accountability Act ("HIPAA") establishes national standards to protect an individual's protected health information. Should CITY come into contact intentionally or unintentionally with any Protected Health Information ("PHI"), as defined by HIPAA regulations, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, CITY shall immediately undertake all applicable regulatory obligations toward the PHI. CITY shall also notify UHealth of the same in writing immediately. CITY acknowledges and agrees that it may be required to sign UHealth's Business Associate Agreement ("BAA") in connection with its activities under this Agreement, and CITY agrees to negotiate and enter into a BAA in good faith. To the extent this Agreement conflicts with the BAA, the terms of the BAA shall govern.

Any provisions required to be included in a contract of this type by any applicable and valid federal, Florida or local law or regulation shall be deemed to be incorporated herein.

35. Force Majeure. Subject to strict compliance with the terms of this section, a Party's performance under this Agreement may be excused in the manner set forth herein to the extent it is prevented from performing its obligations under this Agreement as a result of a Force Majeure Event. A "Force Majeure Event" shall mean the unforeseeable occurrence of a fire or other casualty, natural disaster, or act of terrorism, that in each case: (i) is beyond the reasonable control of the impacted Party and its subcontractors and was not promoted, requested or caused by the impacted Party or any of its subcontractors; (ii) is without fault or negligence on the part of the impacted Party or its subcontractors or other contractors and is not the direct or indirect result of a breach by the impacted Party or its subcontractors of any of its obligations hereunder; (iii) could not have been (including by reasonable anticipation) avoided or overcome by the impacted Party or its subcontractors acting in a reasonable, diligent and prudent manner; and (iv) directly prevents or delays the impacted Party in its performance of all (or part) of its obligations under this Agreement. Notwithstanding anything to the contrary in the foregoing and for the avoidance of doubt, the following shall not constitute Force Majeure Events: (i) late or interrupted delivery of, or failure of, any Party's tools, machinery, equipment, spare parts or consumables or materials,

except to the extent caused by any event or circumstance that would otherwise qualify as a Force Majeure Event; (ii) non-performance or delay in performance by any Party unless such non-performance or delay is caused directly by a Force Majeure Event; (iii) boycotts, strikes, lockouts, other industrial disturbances or unavailability of, or with respect to, laborers or Parties, or collective bargaining agreements of any Party resulting in a delay or stoppage of the work; or (iv) economic hardship or changes in market conditions or any inability or failure to pay money, any inability to raise financing or any change in price. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable. Performance by the Party claiming a Force Majeure Event shall only be excused during the period when the condition preventing performance exists and shall only be excused to the extent the Party demonstrates that it has made reasonable efforts to mitigate the inability to perform its obligations. The non-performing Party will make all reasonable efforts to eliminate the Force Majeure Event and resume performance of its affected obligations as soon as practicable. Under no circumstances will the obligation to honor the pricing set forth in this Agreement be excused by a Force Majeure Event. In the event a Party claims that a Force Majeure Event is preventing its ability to perform its obligations, such Party shall provide a detailed report to the other Party describing the unforeseeability of the Force Majeure Event and the steps taken or to be taken (and the timeline for such action in each case) to mitigate the condition preventing performance of its obligations as a result of the Force Majeure event. The Parties shall promptly meet to discuss impacts and consequences of the Force Majeure Event and reach an agreement on performance expectations during the duration of the Force Majeure Event. No individual Force Majeure event shall serve to extend the time for performance of the covenants or provisions of this Agreement by more than three (3) months (unless extended by the Parties in writing). If the Parties cannot reach an agreement, the Party not claiming the Force Majeure Event shall have the right to terminate the Agreement effective upon written notice to the impacted Party.

36. Access to Records. Until the expiration of four (4) years after the term of this Agreement and any related CITY services, CITY will make available to the Secretary, U.S. Department of Health and Human Services and the U.S. Comptroller General, and their representatives, this document and all books, documents, and records necessary to certify the nature and extent of the costs of the services related to this Agreement. If CITY carries out any of the duties described in this Agreement through a subcontract worth \$10,000 or more over a 12-month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books, documents and records.

37. Non-Exclusivity. Both Parties hereby acknowledge that each Party may freely contract with any other person, firm, or entity concerning the subject matter hereof.
38. Non-Discrimination & Diversity. To the extent legally applicable to CITY, CITY agrees to adhere to the principles and requirements set forth in all state, federal and local laws including those pertaining to non-discrimination, such as the equal opportunity clause contained in section 202 of Executive Order 11246. CITY specifically agrees to comply with the following Equal Employment Opportunity (“EEO”) clauses that are hereby incorporated by reference: 41 CFR § 60-1.4; 41 CFR § 60-250.4 and 41 CFR § 60-741.4.

CITY represents and warrants that it is an Equal Opportunity Employer, as such, the City does not discriminate in any employment related decisions on the basis of race, color, religion, national origin, sex, age, or disability. The City further agrees to provide non-segregated facilities for all its employees.

Notwithstanding the foregoing, CITY must obtain UHealth's written approval prior to subcontracting any part of the Services hereunder to a third party.

[SIGNATURES APPEAR ON FOLLOWING PAGE.]

**IN WITNESS WHEREOF**, the Parties execute this Agreement 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 \_\_\_\_\_, whose representative has been duly authorized to execute same.

Attest:

**CITY OF DORAL**

*Connie Diaz* 9/8/2023  
Connie Diaz, City Clerk

By: *B.H.*  
Barbie Hernandez,  
City Manager  
9/8/2023  
Date: \_\_\_\_\_

Approved As To Form and Legal Sufficiency for the Use  
And Reliance of the City of Doral Only:

*Valerie Vicente* 8/22/2023  
Valerie Vicente, ESQ.  
Interim City Attorney

**UNIVERSITY OF MIAMI**

DocuSigned by:  
*Nate Yuen* Nate Yuen  
By: \_\_\_\_\_  
Its: 467DDC6216D142C ASSOCIATE Vice President, Supply Chain Services  
Date: 8/22/2023



**Exhibit “A”  
Naming and Marketing Benefits**

**Downtown Doral Park & Cultural Arts Center Secondary Naming Rights**

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**SPONSORSHIP PACKAGE**

- Secondary Naming Rights to Downtown Doral Park & Cultural Arts Center
  - Five-year term (with five-year opt-in at conclusion of “first term”, at the \$175,000 annual investment level)
  - Sponsor is responsible for the cost of all signage including maintenance and replacements. Corresponding artwork and material for all signage shall be approved by both parties.

**SPONSORSHIP INVENTORY**

- **Downtown Doral Park (DDP)**
  - Downtown Doral Park secondary naming rights (i.e., “Powered by, Presented by”)
    - UHealth mentioned in applicable promotional materials (i.e., digital, social, on-site events) as secondary naming partner of Downtown Doral Park
  - Permanent naming on Entrance Signage
  - Name featured on digital kiosk (opportunity for a commercial)
    - Opportunity for UHealth commercial to run one (1) commercial and one (1) “static” placement
  - Option for engagement/activation (i.e., four (4) signage placement opportunities)
    - Signage on Welcome Sign(s), Walking Path (decals) & Light Poles (15 total)
      - light poles located throughout the park: main entrance, courtyard, oval, playground
      - light pole banner placement to be agreed upon by both parties
  - Sponsor Exposure in Additional Marketing Materials
  - Sponsor ID on City of Downtown Doral Park Website
  - Sponsor ID on Doral social media
    - One (1) post, per platform, per month (i.e., 12 total posts on each platform)
  - Sponsor ID in Doral Parks E-Newsletters
    - Sponsor logo recognition in each quarterly e-newsletter
    - One (1) sponsor feature in e-newsletter per contract year
  - Sponsor Ad/ID in Doral Parks Guides
    - One (1) full-page advertisement in each quarterly program
- **Doral Cultural Arts Center (DCAC)**
  - Cultural Arts Center naming rights option
    - Will need to be approved by Mayor & Council
    - Permanent naming on Entrance Signage/ at main entrance- visible to local traffic on NW 84<sup>th</sup> Ave & NW 53<sup>rd</sup> St.
  - Opportunity for signage engagement/activation

- Potential areas include Lobby (interior within the center), Roof top Terrace, walkways/outdoor courtyard (leading to/from Downtown Doral Park)
  - Number of locations and type of signage to be agreed upon by both parties
- Sponsor ID/ name recognition on all promotional materials and advertisements for the Center and for all events held at the Cultural Arts Center
- Sponsor ID/ name on City Website where park name is located & with any corresponding events/programs held at the facility
- Sponsor ID/ name in Department quarterly publications and any City newsletters where facility name is listed (both electronic and printed)

### **EVENT OPPORTUNITIES**

- **On-Site Activation at Annual & Future Events Hosted at DCAC & DDP**
  - Events are subject to change and new events can be planned at both locations
  - Opportunity to Activate On-Site at the following planned events:
    - Art Walk Doral (1,500 people)
    - Bike Day Doral (250 – 300 people)
    - Miami Symphony Orchestra MISO (600 – 1,000 people)
    - Hispanic Heritage Art Exhibit Opening Reception (150-200 people)

### **NAME UNVEILING**

- **Photo Op to Promote Unveiling of Name Signage (Partnership)**
  - On-site photo-op with City Mayor & Council and UHealth Leadership
  - Advertisement of name unveiling on all City social media platforms and City website
  - City of Doral press release
  - Possible media coverage of name unveiling

**EXHIBIT "B"**  
**INSURANCE REQUIREMENTS**

**I. Commercial General Liability**

**a. Limits of Liability**

Bodily Injury & Property Damage Liability  
Each Occurrence \$1,000,000  
Policy Aggregate \$2,000,000  
Personal & Advertising Injury \$1,000,000 Products & Comp. Ops (**If Applicable**) \$1,000,000  
Sexual Abuse & Molestation \$100,000

**b. Endorsements Required:**

City of Doral listed as an Additional Insured  
8401 NW 53rd Terrace, Doral, FL 33166

Contingent Liability  
Premises and Operations Liability

**II. Workers Compensation (Coverage A)**

Statutory limits as required - State of Florida

**Employer's Liability (Coverage B)**

\$100,000 for bodily injury caused by an accident, each accident  
\$100,000 for bodily injury caused by disease, each employee  
\$500,000 for bodily injury caused by disease, policy limit

**All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this Agreement.**

**Policies shall provide the CITY written notice of cancellation or material change from the insurer in accordance to policy provisions. If coverage will not be replaced within 10 days with no lapse in coverage, instructor is required to notify CITY directly.**

**All insurance will be provided by companies authorized to do business in the State of Florida, or provided through a self-insurance program. Companies must be AM Best rated no less than "A-", "Class VI".**

**Requirements herein are minimums. Coverages, limits, policies and certificates of insurance are subject to review, verification, and amendment by Risk Management.**

**EXHIBIT "C"**  
**E-Verify Affidavit**

**RESOLUTION No. 23-03**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A SECONDARY NAMING RIGHTS SPONSORSHIP AGREEMENT WITH UHEALTH / SYLVESTER COMPREHENSIVE CANCER CENTER FOR THE DORAL CULTURAL ARTS CENTER AND DOWNTOWN DORAL PARK FOR A PERIOD OF FIVE YEARS WITH THE OPTION FOR FIVE (5) ADDITIONAL ONE (1) YEAR RENEWALS FOR A TOTAL OF TEN (10) YEARS, IN AN AMOUNT OF \$175,000.00 ANNUALLY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the sponsorship valuation report for naming rights and sponsorship for the Parks & Recreation Department was approved by Mayor and Council in 2021 (Res. No. 21-161) and following this staff began discussing park and facility sponsorship opportunities with various local businesses; and

**WHEREAS**, with the addition of their new location, UHealth expressed interest in the naming rights sponsorship for the new Doral Cultural Arts Center and Downtown Doral Park and brought forth the best offer for the City; and

**WHEREAS**, UHealth and city staff have negotiated and agreed on terms for this naming rights sponsorship for both facilities which are in line with the findings of the valuation study. UHealth will receive various benefits such as signage at the facilities, on-site presence at certain events and sponsor recognition when the facility names are used on city marketing material and publications; and

**WHEREAS**, this sponsorship will be beneficial for the City in helping the City be more fiscally sustainable by gaining additional sponsorship revenue and aligns with the department's mission of promoting a healthy lifestyle to the community; and

**WHEREAS**, the City Manager's Office respectfully requests the approval from the

Mayor and City Councilmembers to authorize the City Manager to execute the naming rights sponsorship agreement with UHealth for an initial period of five (5) years with the option to renew for an additional five (5) one (1) year renewals for a total of ten (10) years in the amount of \$175,000 annually.

**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 & Authorization.** The Mayor and City Councilmembers authorize the City Manager to execute the naming rights sponsorship agreement with UHealth for an initial period of five (5) years with the option to renew for an additional five (5) one (1) year renewals for a total of ten (10) years in the amount of \$175,000 annually. Revenue will be deposited into 001.9000.347401 (Recreation- Sponsorship).

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

**Section 4. Effective Date.** This resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Pineyro who moved its adoption. The motion was seconded by Councilmember Puig-Corve and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Rafael Pineyro	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Maureen Porras	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 11 day of January, 2023.




CHRISTI FRAGA, 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