

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF DORAL
AND
HUBB ORGANIZATION INC.**

This Memorandum of Understanding (the "MOU") is made and entered into this 13th day of January, 2017 by and between the City of Doral, a municipality in the State of Florida (hereinafter referred to as the "City"), and the HUBB Organization Inc., a Florida not-for-profit corporation (hereinafter referred to as "HUBB"). The City and the HUBB may be referred to individually as a "Party" or collectively as the "Parties."

Recitals

WHEREAS, HUBB is a Not for-Profit 501(c)(3) charitable organization, the mission of which is to create an inspiring environment that fosters creativity and innovation; and

WHEREAS, the City of Doral (the "City") desires to collaborate with altruistic organizations willing to provide services that can be beneficial to the success of businesses in Doral and to the health of the City's business climate as a whole; and

WHEREAS, the HUBB Organization Inc. ("HUBB") has offered to provide business development consultations, hackathon coordination, accelerator support, tech education programs and smart city consultation services to the City at no cost; and

WHEREAS, the City Council believes that such a relationship and the ensuing benefits to Doral businesses and the municipality will be 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 HUBB, 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 HUBB 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 agreement 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. Service shall be effective upon mailing.

3. **Obligations.** HUBB shall provide the City of Doral with the following services: free business development consultations to 100 Doral-based businesses; joint hackathons to engage the tech community in developing innovative solutions for the City; Introduction to

Coding classes for Doral residents; and collaboration on accelerator programs and Smart City projects. The City of Doral shall provide venue space, data and promotional support for joint events and programs.

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

5. **Entire Agreement; No Modifications.** This Agreement constitutes the sole agreement between the parties with respect to the subject matter. Each party to this Agreement 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 Agreement will not be valid or binding or of any force or effect whatsoever. No change or modification of this Agreement 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 Agreement.

6. **Severability.** In the event that any one or more of the provisions (or portions thereof) contained in this Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement shall lie in the courts of Miami-Dade County, Florida.

9. **Waiver of Jury Trial.** EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES (TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE DIRECTLY OR INDIRECTLY ARISING UNDER OR RELATING TO THIS AGREEMENT OR THE CONFIRMATIONS OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

10. **Joint Drafting and Neutral Construction.** This Agreement 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 Agreement was drafted by one of the parties. This Agreement shall be construed and interpreted in a neutral manner.

11. **No Waiver.** This Agreement may be amended, cancelled, renewed or extended, and the terms hereof may be waived, only by a written agreement signed by the City and HUBB. 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.

12. **Indemnification.** The Parties shall defend, indemnify, and hold harmless the each others, their corresponding officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with each Parties' performance or non-performance of any provision of this Agreement including, but not limited to, intentional, reckless, and/or negligent acts or omission and/or liabilities arising from contracts between any of the Parties and third parties made pursuant to this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable. The provisions of this section shall survive termination of this Agreement. This indemnification provision is a material part of the consideration inducing the parties to enter into the agreement.

13. **Notices/Authorized Representatives.** Any notices required by this Agreement 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: Edward Rojas, City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Daniel A. Espino, Esq.
Weiss Serota Helfman Cole & Bierman, PL
City Attorneys
2525 Ponce de Leon Blvd., Ste 700
Coral Gables, FL 33134

For HUBB: Moustafa Elsehrawy
HUBB Organization Inc.
9675 NW 117th Ave, #405
Miami, FL 33178

14. **Ownership and Access to Records and Audits.**

14.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City.

14.2 In accordance with Chapter 119, Florida Statutes, Consultant shall:

14.2.1 keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the Services;

14.2.2 provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

14.2.3 ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

14.2.4 meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Consultant 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 the City in a format that is compatible with the information technology systems of the public agency.

14.3 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement.

14.4 The City may cancel this Agreement for refusal by the Consultant to maintain any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

15. **Nonassignability.** This Agreement shall not be assignable by HUBB unless such assignment is first approved by the City Manager. The City is relying upon the qualities, attributes, and past practices of HUBB.

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

17. **Acknowledgment.** Execution of this Agreement by the parties constitutes an acknowledgment of having been given reasonable opportunity to examine the contents of this

Agreement, with the assistance of legal counsel, if desired, so as to completely understand the meaning of the Agreement.

18. **Counterparts**. This Agreement 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 HUBB.

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

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

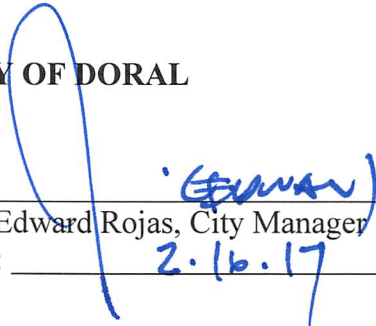
IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by HUBB by and through Moustafa Elsehrawy, whose representative has been duly authorized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

Attest:



Connie Diaz, City Clerk

CITY OF DORAL

By: 

Edward Rojas, City Manager

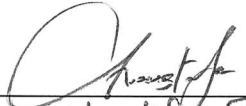
Date: 2.16.17

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



Weiss Serota Helfman Cole & Bierman, PL
City Attorneys

HUBB ORGANIZATION INC.

By: 

Name: Moustafa Elsehrawy

Title: CEO

Date: 2/7/17

RESOLUTION No.16-226

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A RELATIONSHIP WITH HUBB ORGANIZATION, INC. TO PROVIDE FREE BUSINESS DEVELOPMENT CONSULTING TO 100 DORAL BUSINESSES; APPROVING JOINT HACKATHONS TO ENGAGE THE TECH COMMUNITY IN DEVELOPING INNOVATIVE SOLUTIONS FOR THE CITY; APPROVING INTRODUCTION TO CODING CLASSES FOR DORAL RESIDENTS; APPROVING A COLLABORATION ON ACCELERATOR PROGRAMS AND SMART CITY PROJECTS; APPROVING COOPERATION FROM THE CITY OF DORAL THROUGH THE PROVISION OF VENUE SPACE, DATA AND PROMOTIONAL SUPPORT FOR JOINT EVENTS AND PROGRAMS; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH HUBB ORGANIZATION INC., SUBJECT TO APPROVAL BY THE CITY ATTORNEY AS TO FORM AND LEGAL SUFFICIENCY AND TO COLLABORATE ON PROJECTS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") desires to collaborate with altruistic organizations willing to provide services that can be beneficial to the success of businesses in Doral and to the health of the City's business climate as a whole; and

WHEREAS, the HUBB Organization Inc. ("HUBB") has offered to provide business development consultations, hackathon coordination, accelerator support, tech education programs and smart city consultation services to the City at no cost; and

WHEREAS, the City Council believes that such a relationship and the ensuing benefits to Doral businesses and the municipality will be in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND 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. A relationship with the HUBB Organization Inc., as specified herein, and as further explained in the attached memorandum found in Exhibit

"A", to collaborate on business development, accelerator, tech education programs and smart city endeavors within the City is hereby approved, subject to the formalizing of the relationship by the City Manager.

Section 3. Authorization. The City Manager is hereby authorized to enter into an agreement and other contractual documents, subject to approval as to form and legal sufficiency by the City Attorney, as may be necessary to formalize the City's relationship with the HUBB, on the conditions specified herein and may be deemed necessary to protect and further the interests of the City.

Section 4. Implementation. The City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

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

| | |
|----------------------------------|-----------------------------|
| Mayor Luigi Boria | Yes |
| Vice Mayor Pete Cabrera | Yes |
| Councilwoman Christi Fraga | Yes |
| Councilwoman Ana Maria Rodriguez | Yes |
| Councilwoman Sandra Ruiz | Not Present at Time of Vote |

PASSED AND ADOPTED this 2 day of November, 2016.



LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

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



WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.
CITY ATTORNEY