

RESOLUTION NO. 2019-077

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO A SPONSORSHIP AGREEMENT WITH LEON ADVERTISING & PUBLIC RELATIONS, INC., A FLORIDA CORPORATION, DOING BUSINESS AS LEON MEDICAL CENTERS, IN SUBSTANTIAL CONFORMITY WITH THE AGREEMENT ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1", FOR A TERM OF THREE YEARS, WITH THE OPTION TO RENEW FOR AN ADDITIONAL TWO-YEAR TERM, UNDER SIMILAR TERMS AND CONDITIONS, FOR A SPONSORSHIP FEE IN THE AMOUNT OF \$58,000.00 PER YEAR; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has offered, and the Sponsor has accepted a marketing bundle whereby the Sponsor shall be designated as City of Hialeah Pillar Partner and the Official Wellness Partner of the Milander Center, the Main Hall at Milander Center shall continue to be known as "Leon Medical Centers Hall", in addition to on-site marketing opportunities, including print, signage rights, media, internet, and direct mail opportunities, presentation at the Senior Dances held at Milander Center and Birthday Club activities, signage on the Hialeah transit buses on the Marlin or Flamingo route, for a term of three years with the possibility of renewal for an additional two-year term under similar terms and conditions, upon the mutual agreement of the Parties; and

WHEREAS, as the City of Hialeah Pillar Partner and the Official Wellness Partner of the Milander Center, the Sponsor has agreed to pay the City a sponsorship fee in the amount of \$58,000.00 per year; and

WHEREAS, the City of Hialeah finds it in the best interest of the health, safety and welfare of the community to enter into a Sponsorship Agreement with Leon Advertising & Public Relations, Inc., a Florida Corporation, doing business as Leon Medical Centers to promote and fund the operation of special municipal events and programs for the community at large.

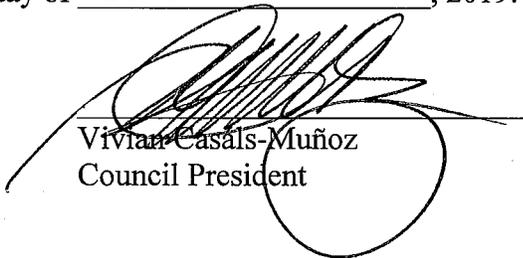
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2: The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City, to enter into a Sponsorship Agreement with Leon Advertising & Public Relations, Inc., a Florida corporation, doing business as Leon Medical Centers, in substantial conformity with the Agreement attached hereto and made a part hereof as Exhibit "1", for a term of three years, with the option to renew for an additional two-year term, under similar terms and conditions, for a sponsorship fee in the amount of \$65,000 per year.

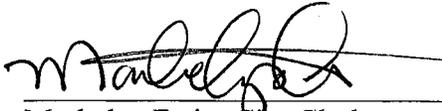
Section 3: This resolution shall become effective when approved by majority vote of the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

PASSED AND ADOPTED this 25 day of June, 2019.

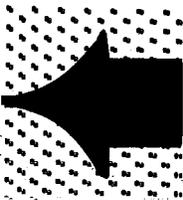

Vivian Casals-Muñoz
Council President

Attest:

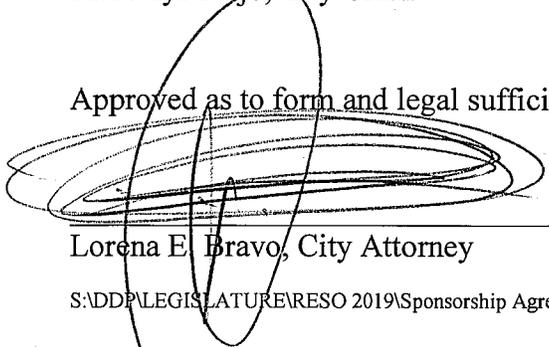
Approved on this 1 day of July, 2019.


Marbelys Fatjo, City Clerk


Mayor Carlos Hernandez



Approved as to form and legal sufficiency:


Lorena E. Bravo, City Attorney

Resolution was adopted by a 4-0-3 vote with Councilmembers, Zogby, Caragol, Casals-Munoz, Garcia-Martinez, voting "Yes" and with Councilmembers Cue-Fuente, Hernandez, and Lozano absent.

**SPONSORSHIP AGREEMENT
BETWEEN LEON ADVERTISING & PUBLIC RELATIONS, INC.
AND THE CITY OF HIALEAH**

This Sponsorship Agreement ("Agreement") entered into this ____ day of _____, 2019, by and between the City of Hialeah ("City"), a municipal corporation organized and existing by virtue of and under the laws of the State of Florida, whose principal place of business is 501 Palm Avenue, Hialeah, Florida 33010 and Leon Advertising & Public Relations, Inc., a Florida corporation acting on behalf of and as agent for Leon Medical Centers, Inc. ("Sponsor"), with its principal place of business located at 8600 NW 41 St, Doral, Florida 33165(collectively the "Parties").

RECITALS

WHEREAS, the City has offered, and the Sponsor has accepted a marketing bundle whereby the Sponsor shall be designated as A City of Hialeah Pillar Partner and the Official Wellness Partner of the Milander Center, the Main Hall at Milander Center shall continue to be known as "Leon Medical Centers Hall", in addition to on-site marketing opportunities, including print, signage rights, media, internet, and direct mail opportunities, presentation at the Senior Dances and Birthday Club events, signage on the Hialeah transit buses on the Marlin or Flamingo route, for a term of three years with the possibility of renewal for an additional two-year term under similar terms and conditions upon the mutual agreement of the Parties; and

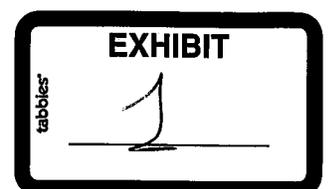
WHEREAS, as the City of Hialeah Pillar Partner and the Official Wellness Partner of the Milander Center, the Sponsor has agreed to pay the City a total sponsorship fee in the amount of \$58,000 per year; and

WHEREAS, the City of Hialeah finds it in the best interest of the health, safety and welfare of the community to enter into a Sponsorship Agreement with Leon Advertising & Public Relations, Inc., a Florida Corporation acting on behalf of and as agent for Leon Medical Centers, Inc. to promote and fund the operation of special municipal events and programs for the community at large.

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the Parties, with full right and authority to enter into and fully perform, intending to be legally bound, agree as follows:

I. TERM

This Agreement shall have a duration of three (3) years, commencing on June 1, 2019 and ending on May 31, 2022 ("Term"). The Agreement may be extended for an additional term of two (2) years upon similar terms and conditions by the mutual written consent of the Parties ("Renewal Term"). Sponsor shall send written notification to the City 120 days prior to the expiration of the Term exercising the right to renew the Agreement. The City reserves the right to pursue new partnership opportunities should Sponsor fail to send the written notice timely.



Upon expiration of the term then in effect, the Agreement shall expire without further action of any Party.

II. ADVERTISING AND MARKETING OPPORTUNITIES, PRIVILEGES, AND OBLIGATIONS.

A. **Official Designation.** The City grants Sponsor the right during the Term of this Agreement to promote itself as a “City of Hialeah Pillar Partner” and the “Official Wellness Partner of the Milander Center” of the City of Hialeah.

B. **Naming Rights.** The City grants to Sponsor the naming rights to the Main Hall at the Milander Center and henceforth shall be named Leon Medical Centers Hall, continuously and without interruption, for the duration of this Agreement, subject to compliance with the provisions set forth in this Agreement. No permanent signage shall be placed in the interior of the Main Hall at the Milander Center, now known as Leon Medical Centers Hall, promoting or advertising any other company.

C. **Category Exclusivity.** No competing medical healthcare plans or medical centers shall be associated with the Senior Dances held at the Milander Center or the City’s Birthday Club activities held at Slade Park, Villa Luna Apartment Complex, and Daisy & Rosa Apartment Complex, as more specifically set forth in Exhibit “A”, attached hereafter and incorporated herein. Category exclusivity does not apply to other City-sponsored events not specifically indicated herein, non-City sponsored events and/or private rentals held at the Milander Center.

D. **Limited License.** During the Term of this Agreement, and any subsequent renewal term, the Parties grant each other a limited license to use the name and logo of the other Party while advertising, marketing and promoting the Senior Dances held at Milander Center, and the Birthday Club activities held at Slade Park, Villa Luna Apartment Complex, and Daisy & Rosa Apartment Complex.

(a) Prior to using or displaying the City’s logo, Sponsor shall submit to the City’s designated contract administrator a copy of the proposed use of City’s name and logo for prior approval. The City shall make best efforts to review and respond to all such marketing and advertising materials within sixty (60) days of submission.

(b) Prior to using or displaying the Sponsor’s logo, the City shall submit to the Sponsor’s designated contract administrator a copy of the proposed use of Sponsor’s name and logo for prior approval.

E. **Advertisement Opportunities.** During the Term of this Agreement, and any subsequent Renewal Term, the Sponsor may advertise its tradename or trademark through signs, direct-mail, print, e-mail, internet, social media sites (on which the City manages an official account), television and radio, provided that the advertisement relates to the Senior Dances and the Birthday Club activities, as specifically provided in Exhibit “A”, and prominently identifies

Sponsor as the Official Wellness Partner of the Milander Center and/or a City of Hialeah Pillar Partner, as more particularly set forth hereafter:

- (a) On-site advertisement space at the lobby of Miladner Center to place counter-top displays and brochure holders, with a maximum size not to exceed 8-1/2 inches by 11 inches, provided that the advertisement relates to the Senior Dances and the Birthday Club activities, as specifically provided in Exhibit "A", and prominently identifies Sponsor as the Official Wellness Partner of the Milander Center and/or a City of Hialeah Pillar Partner. Specific location and quantities to be determined by mutual consent of the Parties.

- (b) For the City's Senior Dances held at Milander Center, as specifically listed in Exhibit "A", the City shall provide Sponsor with the following:
 - 1. The Sponsor shall be the exclusive presenting Sponsor at the City's Senior Dances held monthly at Milander Center.
 - 2. On-site marketing space to advertise its tradename or trademark, at each of the monthly Senior Dances held at Milander Center. The City shall provide Sponsor with one (1) table and two (2) chairs for this purpose during each Senior Dance.
 - 3. Inclusion of Sponsor's logo on full color flyers promoting the Senior Dance, with a size not to exceed approximately 5-1/2 inches by 8-1/2 inches, to be distributed throughout Wilde Community Center, Walker Community Center, James Goodlet Adult Center and Villa Aida Adult Center ("Hialeah Adult Centers"). The quantity shall not exceed 500 per each Senior Dance.
 - 4. Inclusion of Sponsor's logo on full color posters, with a size not to exceed approximately 11 inches by 17 inches, to be displayed throughout the Hialeah Adult Centers. The quantity of posters shall not exceed 20 per Senior Dance.
 - 5. Sponsor shall have other on-site marketing opportunities during the Senior Dances including P.A. announcements, on-stage live mentions, presentations, Sponsor's logo inclusion on a rotating video playing on several TV screen within Milander Center during the Senior Dances.
 - 6. Recognition of Sponsor's official designation as the City of Hialeah Pillar Partner and the Official Wellness Partner of the Milander Center in any print advertisement, press release, City's programming on Hialeah TV-Comcast 77, the City's website, and other social media platforms or sites (on which the City manages an official account) when promoting the City's Senior Dances held at Milander Center, in the manner and frequency in which the City sees fit.

- (c) For the City's Birthday Club activities held at Slade Park located at 2501 W 74 Street, Hialeah, Florida 33016, Villa Luna Apartment Complex located at 355 E 32nd Street,

Hialeah, Florida 33013, and Daisy & Rosa Apartment Complex located at 1380 W 26 PL, Hialeah, Florida 33012, as specifically listed in Exhibit "A", the City shall provide Sponsor with the following:

1. The Sponsor shall be the exclusive presenting Sponsor at the City's Birthday Club activities celebrated at Daisy & Rosa Apartment Complex, Slade Park, and Villa Luna Apartment Complex.
2. Inclusion of Sponsor's logo on full color flyers promoting the City's Birthday Club activities, with a size not to exceed approximately 5-1/2 inches by 8-1/2 inches, to be distributed throughout the Hialeah Adult Centers. The quantity shall not exceed 500 per each Birthday Club activity.
3. Sponsor shall have the responsibility to organize the Birthday Club event and activities, including without limitation, providing refreshments and entertainment, at its sole cost and expense.

(d) Sponsor shall have the following additional privileges and obligations:

1. Sponsor shall receive a \$3,000 credit towards the rental of Milander Center. Dates must be reserved in advance, but no more than one calendar year. Reservations shall be processed based on availability on a first-come-first-serve basis. Total credit valued at \$3,000 annually shall apply only to the rental of the room or facility. The credit does not apply to the refundable security deposit, food and beverage and/or ancillary charges.
2. The City shall provide Sponsor with 1,000 tickets for senior citizens (65 years old or over) at \$2.00 each, valued at \$2,000 annually for entrance to all of the City's water parks and aquatic facilities.

(e) Other than as specified herein, any details related to number, quality, quantity, frequency, time, intervals, method of distribution, identity or choice of recipients, layout or design shall be determined by the City, at the City's sole discretion. All advertisement must be approved by the City prior to any display. Sponsor must supply the City with its logo and advertisement according to the City's advertisement specifications and file formats.

F. **Signs.** During the Term of this Agreement, and any subsequent Renewal Term, Sponsor shall have the right to advertise its tradename or trademark through signs, as more particularly set forth below:

- (a) Four (8) light pole banners. Double-sided banners (16 faces total) throughout the Milander Center grounds. Specific location to be determined by the City, based on actual available space.

- (b) Eight (8) light pole banners. Double-sided banner (16 faces total) throughout Palm Avenue, from Okeechobee Road north to 21st Street. The exact light poles to be determined by the City, based on actual available space.
- (c) Two - 65 inches digital vertical advertisement spaces to play on rotation uninterruptedly in the Lobby of Milander Center.
- (d) A maximum of three (3) sign spaces above each of the doors inside the Leon Medical Centers Hall at Milander Center. Signage system may include raised letters and PVC and/or high pressure sensitive vinyl. Sign size, design or artwork shall be determined upon mutual consent of the Parties, not to exceed actual space available. Final product shall be approved by the City.
- (e) Two advertisement sign spaces, including one (4) exterior signs and one (11) interior rear signs, to be displayed on the Hialeah Transit bus system on either the Marlin or Flamingo route for each month during the term of this Agreement, based on availability of unsold or uncommitted space. The exterior sign to be displayed on the side shall not exceed 84 inches in height by 120 inches in width (King Kong size). The interior sign to be displayed on the rear shall not exceed 24 inches in height by 53 inches in width.
- (f) All signs and advertisement shall be approved by the City prior to display. In addition, all advertisement shall meet the City's sign specifications and file formats.

III. SPONSORSHIP FEE

A. **Fee.** Sponsor shall pay City a total sponsorship fee of \$58,000.00 per year, in bi-annual payments, for a total amount not to exceed \$174,000.00 for the Term of the Agreement, as set forth in the following schedule:

| | <u>Total Payment</u> | |
|--------|----------------------|-------------------------------------|
| Year 1 | \$29,000.00 | Due on or before June 30, 2019 |
| | \$29,000.00 | Due on or before September 30, 2019 |
| Year 2 | \$29,000.00 | Due on or before June 30, 2020 |
| | \$29,000.00 | Due on or before September 30, 2020 |
| Year 3 | \$29,000.00 | Due on or before June 30, 2021 |
| | \$29,000.00 | Due on or before September 30, 2021 |

No payment shall be made at any time beyond the expiration of each year to which the payment corresponds. No payment shall be paid beyond the expiration of the Term of this Agreement.

B. Damages. The Sponsor agrees that its failure to pay any portion of the fee set forth herein shall damage the City in an amount that is not readily ascertainable. Therefore the Parties agree that in the event of Sponsor's breach or non-performance of any obligation under this Agreement, Sponsor shall pay and the City shall accept the amount of \$29,000.00 as full and final settlement of any claim for damages the City may assert as a result of Sponsor's breach. This amount does not include any damages the City may suffer as a result of Sponsor's negligent or intentional misuse of the City's logo, trademark or any other intellectual property.

IV. CONTINGENCY CLAUSE

Funding for this Agreement is contingent on the continued authorization and funding for program activities, and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

V. NO ENDORSEMENT

By entering into this Agreement, the City does not directly or indirectly endorse any product or service provided, or to be provided, by the Sponsor. The Sponsor shall not in any way misrepresent directly or indirectly this Agreement as an endorsement of those product(s) or service(s) by the City. Reference herein, if any, to Sponsor's specific services or products by tradename, trademark, or otherwise, does not constitute or imply the City's endorsement or recommendation of those services or products.

VI. INDEMNIFICATION

Sponsor, for itself, its successors, assigns, executors, administrators, and anyone else who might attempt to sue on its behalf, hereby waives, releases, holds harmless, indemnifies, covenants not to sue, agrees to defend, and forever discharges the City of Hialeah, its officers, elected or appointed, directors, employees, agents, attorneys, contractors and all other persons, entities, organizations and corporations affiliated therewith (all of whom constitute the "Released Parties") from any and all kinds of claims, suits, causes of action, damages, losses, liabilities, costs or expenses, including court costs and attorney's fees at all level of proceedings (including appellate level), and any judgments, orders or decrees entered thereon or resulting therefrom, for any personal injury, loss of life, damage to property, or any other liability, loss, cost or expense of any kind (collectively "Claims"), arising out of, resulting from, or relating to this Agreement or Sponsor's exercise of any right or discharge of any obligation pursuant to the terms of this Agreement, whether or not such claim, suit, cause of action, injury, damage, loss, liability, cost, expense, judgment, order, or decree was caused by, arose or resulted from the negligent acts or omissions of the Released Parties. This Section shall survive the termination of this Agreement.

Sponsor covenants and agrees that it will, at its own expense, defend any and all Claims against the Released Parties, which may be brought in connection or as a result of this Agreement. Sponsor will satisfy, pay and discharge any and all settlement agreements, judgments, orders or decrees that may be entered against the Released Parties in any such action or proceeding.

Sponsor agrees, at Sponsor's expense, after written notice from the City, to defend any action against the City that falls within the scope of an indemnity provided in this Section, or the City, at the City's option, may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by Sponsor.

The Parties agree that the provisions of this Section do not benefit any third party, and are not intended to benefit any person or entity that is not a party to this Agreement. Instead, the provisions of this Section are solely for the City's benefit.

VII. LIMITATION OF LIABILITY

The City's total liability to Sponsor for any and all liabilities, claims, or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not in the aggregate, exceed the actual amount received by the City from the Sponsor under the terms of this Agreement at the time of said breach. Notwithstanding anything to the contrary contained in this Agreement, under no circumstances shall the City be liable to Sponsor for an amount exceeding \$195,000.

In no event shall be City be liable to the Sponsor for any punitive, exemplary, special, indirect, incidental, or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption of data) arising out or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even of the parties have been advised of the possibility of such damages or loss.

VIII. SOVEREIGN IMMUNITY

Nothing in this Agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statutes.

IX. TRADEMARKS AND TRADENAMES

Sponsor grants the City a license, permit and authority, throughout the Term of this Agreement, to copy, print, display and use its trademarks, tradenames, or copyright material, including but not limited to, logos, slogans, tags and web addresses in connection with any sign, advertisement or announcement contemplated for publication, distribution or display pursuant to the terms of this Agreement. Prior to display, publication or distribution, the City shall submit a proof of the sign, advertisement or announcement to Sponsor for approval of the use and display of Sponsor's trademarks, tradenames, or copyrights. Sponsor represents and warrants that Sponsor's trademarks or tradenames do not infringe the trademarks or tradenames of any other person or entity. Sponsor shall release, defend, indemnify, hold harmless and forever discharge the City, its officers, directors, employees, volunteers, agents, contractors and all other persons, entities or organizations affiliated therewith (all of whom constitute the "Released Parties") from any and all kinds of claims, suits, causes of action, damages, Losses, liabilities, costs or

expenses, including court costs and attorney's fees at all level of proceedings (including appellate level), and any judgments, orders or decrees entered thereon or resulting therefrom, for any injury, loss, damage, liability, costs or expense of any kind, arising out of, resulting from or relating to the City's use of Sponsor's tradename, trademark or copyright material.

City grants Sponsor a license, permit and authority, throughout the Term of this Agreement, to copy, print, display and use its name and logo in connection with any advertisement, so long as the advertisement is limited solely to publicizing the official designation granted to Sponsor herein. Prior to any copy, print, display, publication or use of the City's name or logo, Sponsor shall obtain the City's prior approval. Under no circumstance shall the Sponsor use the City's seal.

X. GOVERNING LAW AND JURISDICTION.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, regardless of the domicile of any Party or principles of conflicts of laws, and shall be deemed for such purposes to have been made, executed and performed in State of Florida. All claims, disputes and other matters in question arising out of or relating to this Agreement or the breach thereof, shall be decided by proceedings instituted and litigated in and for Miami-Dade County.

XI. NON-DELEGABLE RIGHTS OR OBLIGATIONS

This Agreement shall not be delegated or assigned to any other person or entity, in whole or in part, unless the City shall first consent in writing to the performance or assignment of such service or any part thereof by another person or entity. The City shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment of Sponsor. Any assignment made by Sponsor without the express written consent of the City shall be null and void and shall be grounds for the City to declare a default of this Agreement.

XII. NONDISCRIMINATION

Sponsor agrees that it shall not discriminate as to race, color, creed, national origin, religion, age or disability in connection with its performance of this Agreement. Sponsor shall comply with all federal, state and local laws applicable to Sponsor's services, specifically including those covering Equal Opportunity Employment and the Americans with Disabilities Act. Failure to comply with any applicable laws shall be grounds for termination of this Agreement for cause.

XIII. AWARD OF SPONSORSHIP AGREEMENT

Sponsor warrants that it has not employed or retained any person employed by the City to solicit or secure this Agreement and it has not offered to pay, paid, or agreed to pay any person employed by the City any fee, commission, percentage, brokerage fee, or gift of any kind, contingent upon or resulting from the award of this Agreement.

XIV. CONFLICT OF INTEREST

A. Sponsor covenants that no person who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interests, direct or indirect, with the Sponsor. Sponsor further covenants that in the performance of this Agreement, no person having such conflicting interest shall be employed by Sponsor. Any conflict of interest attributable to Sponsor must be disclosed in writing to the City immediately upon discovery.

B. Sponsor is aware of the code ethics and conflict of interest laws of the City of Hialeah, particularly Hialeah Code, Chapter 26, Article I and II.; Miami-Dade County, Florida, particularly Code of Miami-Dade County, Florida §§ 2-11.1 et seq; and the State of Florida, particularly Chapter 112, Part III, Florida Statutes and agrees that it shall fully comply in all respects with those provisions.

XV. INDEPENDENT CONTRACTORS

The Sponsor, its employees, agents or representatives, shall be deemed to be independent contractors and not agents or employees of the City. The City shall have no obligation to pay or provide for Sponsor's employees, agents, representatives, or subcontractors. Sponsor's employees, agents, representatives, or subcontractors shall not attain any right or benefit under the civil service or pension ordinances of the City, or any right or benefit generally afforded classified or unclassified employees of the City, such as pension benefits, worker's compensation, health insurance, unemployment benefits, or any other right or privilege granted to the City's officers and employees.

XVI. TERMINATION WITHOUT CAUSE

Either Party may cancel this Agreement without cause upon providing written notice at least sixty (60) days in advance to the other Party.

XVII. TERMINATION FOR CAUSE

The City may terminate this Agreement for cause. Termination for cause shall include the following events or actions:

- A. Sponsor's failure to comply with the terms and conditions of this Agreement; or
- B. City's performance of Agreement, for any reason, is rendered impossible or not feasible; or
- C. Sponsor's filing of a voluntary petition in bankruptcy or reorganization, or making any assignment for the benefit of creditors, or seeking any similar relief under any present or future statute, law or regulations relating to relief of debtors; or

D. Sponsor is adjudicated bankrupt or has any involuntary petition in bankruptcy filed against it;

If Sponsor causes or commits one or more of the foregoing acts or events that would give rise to termination for cause, then, after thirty (30) days written notice provided to Sponsor by the City within which to cease and/or correct such deficiencies, and upon failure to do so after such written notice, this Agreement is hereby revoked and canceled without the need for other or further action by City.

XVIII. INTEREST CONFERRED BY PERMIT

The provisions of the Agreement do not constitute a lease and no landlord-tenant relationship is created hereunder. No leasehold interest is conferred upon the Sponsor under the provisions hereof.

XIX. NOTICES

All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by certified mail, return receipt requested, addressed to the other Party at the address indicated herein, or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

As to the City:

David Fernandez
City of Hialeah,
Acting Director Communications and
Special Events Department
20 East 6 Street
Hialeah, FL 33010
Tel: (305)889-5705
Fax: (305)888-8031

As to the Sponsor:

Yolanda Foster, MBA, MA
Chief Marketing Officer
8600 NW 41st Street
Miami, Florida 33166
Phone: (305) 631-5936
Cell: (305) 202-3954
Yolanda.Foster@leonmedicalcenters.com

XX. MISCELLANEOUS PROVISIONS

A. No waiver. The failure of the City to insist on the performance or observance by Sponsor of any one or more conditions or covenants of this Agreement shall not be construed as

a waiver or relinquishment of the future performance of any such covenant or condition, and Sponsor's obligation with respect to such future performance shall continue in full force and effect.

B. Gender. The terms City and Sponsor, as herein contained, shall include the singular and/or the plural, the masculine, the feminine, and/or the neuter, the heirs, successors, executors, administrators, personal representatives and/or assigns, wherever and whenever, the context so requires or admits.

C. Captions. Title and paragraph headings are for convenient reference and are not part of this Agreement. Such captions shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions contained in this Agreement.

D. Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction having precedential value to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, City or the United States, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform to such laws, or, if nonmodifiable, then same shall be deemed severable, and, in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

E. Successors and assigns. This Agreement shall be binding upon and inure to the benefit of the Parties herein, their heirs, executors, legal representatives, successors and assigns.

F. Entire agreement. This Agreement and its attachments constitute the sole and only Agreement of the parties hereto. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

G. Amendments. No amendments to this Agreement shall be binding on either Party unless in writing and signed by both parties.

H. Conflict. In the event of conflict between the terms of this Agreement and any terms, conditions or representations contained in any attached document, the terms in this Agreement shall prevail.

I. Authority. The person signing on behalf of Sponsor is an officer of Sponsor with full authority to execute this Agreement without further action from Sponsor. Upon execution, this Agreement shall be binding on Sponsor.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK. IT IS
FOLLOWED BY THE SIGNATURE PAGE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective proper officers duly authorized thereunto, the day and year first above written.

CITY OF HIALEAH, FLORIDA

501 Palm Avenue

Hialeah, Florida 33010

Authorized signature on behalf of the City

Attest:

Marbelys Fatjo Date
City Clerk
(SEAL)

Mayor Carlos Hernandez Date

Approved as to form and legal sufficiency:

Lorena E. Bravo, City Attorney

Authorized signature for
Leon Advertising & Public Relations, Inc.
8600 NW 41 Street
Miami, Florida 33166

By: _____
Title: _____
Date: _____

Witness:
Signature _____
Name _____
Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
2019 by _____, _____/Authorized signatory for Leon
Advertising and Public Relations, Inc.
a Florida corporation, who is personally known to me or who has produced
_____ as identification.

(SEAL)

Notary Public

Print Name

My Commission Expires: _____

Exhibit “A”

City’s Senior Dances 2019, 2020, 2021 and 2022

| | 2019 | 2020 | 2021 | 2022 |
|-------------------|-----------|-----------|-----------|----------|
| New Year’s | June | January | January | January |
| Valentine’s Day | July | February | February | February |
| St. Patrick’s Day | August | March | March | March |
| Easter | September | April | April | April |
| Mother’s Day | October | May | May | May |
| Father’s Day | November | June | June | |
| Independence Day | December | July | July | |
| Grandparents Day | | August | August | |
| Hispanic Heritage | | September | September | |
| Halloween | | October | October | |
| Thanksgiving | | November | November | |
| Christmas | | December | December | |

City’s Birthday Club 2019, 2020, 2021 and 2022

| 2019 | 2020 | 2021 | 2022 |
|-----------|-----------|-----------|----------|
| June | January | January | January |
| July | February | February | February |
| August | March | March | March |
| September | April | April | April |
| October | May | May | May |
| November | June | June | |
| December | July | July | |
| | August | August | |
| | September | September | |
| | October | October | |
| | November | November | |
| | December | December | |

Carl Slade - Second Tuesday of each month at 11:00 am.

Villa Luna - Second Wednesday of each month 11:00 am

Daisy N. Rosa – First Thursday of the month at 11:00 am