

RESOLUTION NO. 2018-011

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 CHEN NEIGHBORHOOD MEDICAL CENTERS OF SOUTH FLORIDA, LLC, IN SUBSTANTIAL CONFORMITY WITH THE AGREEMENT ATTACHED AND MADE A PART HEREOF AS EXHIBIT "1", TO BECOME A HIALEAH PILLAR PARTNER, AND BE DESIGNATED THE OFFICIAL HEALTH AND WELLNESS PARTNER OF THE WALKER COMMUNITY CENTER, FOR A TERM OF THREE YEARS, WITH THE OPTION TO RENEW FOR AN ADDITIONAL THREE-YEAR TERM, UNDER SIMILAR TERMS AND CONDITIONS, FOR A TOTAL SPONSORSHIP FEE IN THE AMOUNT OF \$82,500, AND A MARKETING BUNDLE INCLUDING ON-SITE, MEDIA, INTERNET, AND DIRECT-MAIL ADVERTISING OPPORTUNITIES, PRESENTATION AT SPECIAL EVENTS AND PROGRAMS, VIP PARKING, PRESENTING SPONSOR AT DESIGNATED EVENTS, SIGNAGE ON HIALEAH TRANSIT BUSES, IN RECEIPT OF OTHER PROMOTIONAL ITEMS IN CONNECTION WITH SPECIAL EVENTS, FOR THE DURATION OF THE AGREEMENT.

WHEREAS, the City of Hialeah finds it in the best interest of the community to enter into sponsorship agreements to promote and fund the operation of special municipal events and programs for the community at large; 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 Chen Neighborhood Medical Centers of South Florida, LLC, as Hialeah Pillar Partner and the Official Health and Wellness Partner of the Walker Community Center.

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

Section 1: 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 Chen Neighborhood Medical Centers of South Florida, LLC, in substantial conformity with the Agreement attached and made a part hereof as Exhibit "1", to become a Hialeah Pillar Partner, and be designated the Official Health and Wellness Partner of the Walker Community Center, for a term of three years, with the option to renew for an additional three-year term, under similar terms and conditions, for a total sponsorship fee in the amount of \$82,500, and a marketing bundle including on-site, media, internet, and direct-mail advertising opportunities, presentation at special events and programs, VIP parking, presenting sponsor at designated events, signage on Hialeah transit buses, in receipt of other promotional items in connection with special events, for the duration of the agreement.

PASSED AND ADOPTED this 13 day of February, 2018.


 Vivian Casals-Muñoz
 Council President

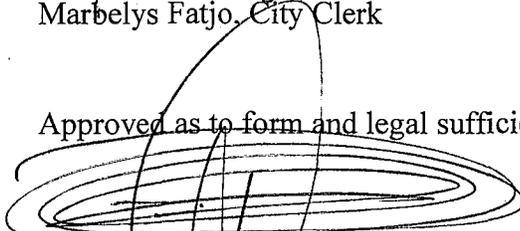
Attest:

Approved on this 14 day of February, 2018.


 Marbelys Fatjo, City Clerk


 Mayor Carlos Hernandez

Approved as to form and legal sufficiency:


 Lorena E. Brayo, City Attorney

Resolution was adopted by a 6-0-1 vote with Councilmembers, Caragol, Zogby, Casals-Munoz, Cue-Fuente, Garcia-Martinez, and Lozano voting "Yes" with Councilmember Hernandez not present.

SPONSORSHIP AGREEMENT

This Sponsorship Agreement ("Agreement") entered into this _____ day of February, 2018, 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 Chen Neighborhood Medical Centers of South Florida, LLC, a Florida limited liability company ("Sponsor"), having its principal place of business is 1395 NW 167 Street, Miami, Florida 33169, (collectively the "Parties").

RECITALS

WHEREAS, the Sponsor would like to have the exclusive right of being named the Official Health and Wellness Partner of the Walker Community Center and to sponsor activities and special events planned by the City of Hialeah Communications and Special Events Department;

WHEREAS, the City has offered and the Sponsor has accepted a municipal marketing partnership bundle as part of the designation as a Hialeah Pillar Partner and the Official Health and Wellness Partner of the Walker Community Center, including but not limited to, the naming of the recreation room and the activity room at Walker Community Center, on-site advertising opportunities, media, internet, presentation at special events and programs, signage on Hialeah transit buses on the Marlin or Flamingo route, for three years with the possibility of renewal for an additional three-year term under similar terms and conditions upon the mutual agreement of the Parties; and

WHEREAS, as the Hialeah Pillar Partner and the Official Health and Wellness Partner of the Walker Community Center, the Sponsor has agreed to pay the total sponsorship fee in the amount of \$82,500.

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 March 1, 2018 and ending on March 1, 2021 ("Term"). The Agreement may be extended for an additional term of three (3) 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 Agreement requesting a renewal of the Term of the Agreement. If notification of Sponsor's intent to seek a renewal of the Term is not received by the City, the City reserves the right to pursue new partnership opportunities. Upon expiration of the term then in effect, the Agreement shall expire without further action of any Party.

II. OFFICIAL DESIGNATION, NAME AND ADVERTISING RIGHTS

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

Sponsor shall have the right to use the City’s name and logo in its marketing and advertising programs. 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.

Sponsor grants City the right to promote Sponsor as a City of Hialeah Pillar Partner and the “Official Health and Wellness Partner of the Walker Community Center” at all Special Events and in City Programs identified on Attachment “A”, attached hereafter and incorporated herein.

This official designation is an exclusive right granted to Sponsor. The City hereby covenants that it shall not accept sponsorship from competing medical centers for City-sponsored programs and activities at the Walker Community Center specifically set forth on Attachment "A" during the Term of this Agreement. The Sponsor understands and acknowledges that this right is limited to the scope and manner described in this Agreement and does not apply to other facilities, City-sponsored programs, activities or events held city-wide.

B. **Naming Rights.**

1. The City grants Sponsor the exclusive right to name the recreation room at Walker Community Center, and it shall henceforth be named “**Chen Senior Medical Center Recreation Room**” at Walker Community Center during the Term of this Agreement, continuously and without interruption; and

2. The City grants Sponsor the exclusive right to name the classroom located on the second floor of the Walker Community Center, which is to be converted into a multipurpose room, and it shall henceforth be named “**Chen Senior Medical Center Activity Room**” at Walker Community Center, during the Term of this Agreement, continuously and without interruption. The recreation room and activity room are referenced hereafter, individually and collectively, as the “Designated Rooms”.

3. The naming of the Designated Rooms at Walker Community Center shall be commemorated with a ribbon cutting ceremony at a mutually convenient date and time, but in no event on a date and time more than two months following the signing of this Agreement.

C. **On-site Advertisement at Special Events.** The City grants marketing rights for Sponsor to advertise its tradename or trademark at all special events listed on Attachment “A” for the entire length of time the event is held, so long as the advertisement also prominently identifies Sponsor as the Official Health and Wellness Partner of the Walker Community Center

and City of Hialeah Pillar Partner. For the special events listed on Attachment "A", the City shall provide Sponsor with marketing space to promote its products and distribute coupons, in an area not to exceed 100 square feet. The area shall, at a minimum, include one (1) table and two (2) chairs per event. Sponsor shall have other on-site marketing opportunities for the special events listed on Attachment "A", including P.A. announcements, tag slogan included, and the opportunity to, at Sponsor's sole cost and expense, distribute promotional items and raffle prizes, and cross-promote with other sponsoring partners with the prior written consent of the City. The Sponsor shall also have the opportunity to provide equipment and instructions to the public that promotes health and wellness in accordance with Sponsor's rights under this Agreement.

Sponsor shall have the opportunity to provide, at Sponsor's sole cost and expense, customized domino tables and sets of domino pieces with Sponsor's logo to be utilized exclusively in the Chen Senior Medical Center Activity Room for all domino tournaments at the Walker Community Center.

D. **Other Advertising Opportunities.** Sponsor may also exercise the right to advertise its tradename or trademark, so long as the advertisement prominently identifies Sponsor as the Official Health and Wellness Partner of the Walker Community Center or City of Hialeah Pillar Partner, through direct-mail, print, e-mail, internet, social media sites (on which the City manages an official account), television and radio, including but not limited to the following:

1. Inclusion of Sponsor's logo on full color flyers of approximately 5-1/2 inches by 8-1/2 inches to be distributed throughout the Walker Community Center for the City-sponsored special events and programs listed on Attachment "A".

2. Inclusion of Sponsor's logo on full color posters approximately 11 inches by 17 inches full to be displayed throughout the Walker Community Center for the City-sponsored special events and programs listed on Attachment "A".

3. Advertisement of Sponsor's tradename or trademark on the reverse side of full color flyers approximately 5-1/2 inches by 8-1/2 inches.

4. Four (4) framed advertisement spaces with a maximum size of 11 inches by 17 inches to be placed proximal to the bulletin board in the Designated Rooms at Walker Community Center.

5. One (1) display/ brochure holder in the recreation and domino or exercise rooms of the Walker Community Center with a maximum size not to exceed 8-1/2 inches by 11 inches.

6. Recognition of Sponsor's official designation as a City of Hialeah Pillar Partner or Official Health and Wellness Partner of the Walker Community Center in any press release promoting the City's special events listed on Attachment "A", City's programming on Public Access Channel 77, through its website by listing Sponsor as a City of Hialeah Pillar Partner, through the City's e-newsletter (Hialeah Life), in the manner and frequency in which the City

sees fit. The City shall recognize the Sponsor as presenting sponsor in all press releases promoting the City's special events and programs listed on Attachment "A".

7. The City shall provide marketing collateral such as fliers, posters, etc. for display and distribution at Sponsor's approved locations in the City and surrounding areas, when applicable. The City shall incur all costs associated with these promotional materials and displays. Prior to usage, the City shall submit to Sponsor copies of the proposed use of Sponsor's logo for approval as to design, content, and usage.

8. During the first and second year of the Term of this Agreement, Sponsor's advertisement shall be featured in one month of the City's printed annual calendar. During the third year and any Renewal Term thereafter, Sponsor's advertisement shall be featured in the City's digital annual calendar. Choice of month is based on availability and shall be assigned on a first-come-first-serve basis. The advertisement space shall not exceed 2 inches in height by 11 inches in width. Sponsor must supply the City with a production file as per the City's advertisement specifications and file formats.

9. 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 ad specifications including file formats.

F. **Signs.** Sponsor shall have the right to advertise its tradename or trademark in the sign space provided, throughout the duration of this Agreement, so long as the advertisement prominently identifies Sponsor as the Official Health and Wellness Partner of the Walker Community Center, or City of Hialeah Pillar Partner. All signs and advertisement must be approved by the City prior to display. City shall make best efforts to review and respond to all such signs and advertisement materials within sixty (60) days of submission. City understands and acknowledges that failure to respond within such time frame could limit any impact and benefits that this sponsorship relationship offers. In addition, all advertisements must meet the City's sign specifications and file formats. For this purpose, the City shall allow Sponsor the right to advertise its tradename or trademark as follows:

1. Eight (8) light pole banners. Double-sided spaces (16 faces total) throughout the Walker Community Center grounds. The exact light poles to be determined by mutual consent of the Parties.

2. Eight (8) light pole banners. Double-sided banner (16 faces total) throughout Palm Avenue and/or East 1st Avenue, from Okeechobee Road north to 21st Street. The exact light poles to be determined by mutual consent of the Parties.

3. Vinyl wrap or paint portions of the Designated Rooms displaying Sponsor's color scheme and/or logo. Signage space per room shall not exceed one. Sign size and design shall be determined upon mutual consent of the Parties, based on available sign space. Final product shall be approved by the City.

4. One exterior sign above the entrance of each of the Designated Rooms at the Walker Community Center. Sign size, materials and final artwork to be determined by mutual consent of the Parties, based on available sign space. Final product shall be approved by the City.

5. Two (2) or more wayfinding signs leading to the Designated Rooms at the Walker Community Center. Sign size, location, materials and final artwork to be determined by mutual consent of the Parties, based on available sign space. Final product shall be approved by the City.

6. One (1) exterior and one (1) interior advertisement sign spaces to be displayed on the Hialeah Transit bus system on either the Marlin or Flamingo route for each month of the agreement, based on availability of unsold or uncommitted space. City warrants they shall have sufficient space to meet this obligation. For the exterior sign, if the sign is displayed on the side, it shall not exceed 84 inches in height by 120 inches in width. The interior sign shall not exceed 11 inches in height by 27 inches in width.

G. **Sign Budget; City's Contribution.** The Parties shall determine by mutual consent the amount of money required to be budgeted by Sponsor to cover the expense of all signs to be displayed, currently estimated at \$10,000.00. The Parties acknowledge and agree that the scheme of advertisement set forth in this Agreement is intended to equally promote Sponsor's tradename or trademarks, and its support of the City's events, programs, and activities. Sponsor agrees to create and adequately fund a budget that shall accomplish the Parties' objectives and pay for the signs contemplated to be displayed pursuant to paragraph F above. The City agrees to contribute \$3,000 towards the expense incurred pursuant to paragraph F above.

III. SPONSORSHIP FEE

A. **Fee.** Sponsor shall pay City a total sponsorship fee of \$82,500 for the Term of the Agreement in bi-annual payments such that the City receives the yearly amounts set forth in the following schedule:

	<u>Total Payment</u>	
Year 1	\$12,500	Due on or before April 1, 2018
	\$12,500	Due on or before October 1, 2018
Year 2	\$13,750	Due on or before April 1, 2019
	\$13,750	Due on or before October 1, 2019
Year 3	\$15,000	Due on or before April 1, 2020
	\$15,000	Due on or before October 1, 2020

Upon execution of this Agreement the City shall submit to Sponsor a calendar of bi-annual due dates for the payment of the sponsorship fee. 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 \$12,500 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.

C. **Limitation of Liability.** The City's liability for any action or claim for breach of contract arising out of the performance or non-performance of any obligation imposed upon the City by this Agreement shall be limited to 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 \$82,500.

IV. SPECIAL PRIVILEGES

A. Sponsor, its officers, directors, employees and guests shall be admitted to the VIP section of all special events listed on Attachment "A", including two (2) preferred parking passes for each, if applicable.

B. Sponsor shall receive a \$3,000 credit towards the rental of pre-specified facilities as listed below for each year of the Agreement. Choice of rental facilities shall include (1) Milander Center; (2) Wilde Community Center (Activity and Dining Room); (3) Ted Hendricks Stadium; (4) MacDonald Water Park; (5) Bucky Dent Water Park; (6) Goodlet Park Theater; and (7) Goodlet Park Arena Soccer Complex. 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. The City shall provide pricing for all of the pre-specified facilities as listed above to Sponsor on an annual basis to facilitate the scheduling of their rentals.

C. The City shall provide Sponsor with 1,000 tickets for children and senior citizens at \$7.00 each, valued at \$7,000 annually for entrance to all of the City's water parks and aquatic facilities.

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 products or services by tradename, trademark, or otherwise, does not constitute or imply the City's endorsement or recommendation of those products or services.

VI. INDEMNIFICATION

A. Subject to the limitations, including amount of recovery, on waiver of sovereign immunity as set forth in section 768.28 of the Florida Statutes, the City shall indemnify, defend and hold Sponsor and its officers, employees, directors and agents, in their individual capacities or otherwise, (collectively "Sponsor's Released Parties"), harmless from and against any and all losses, claims, demands, penalties, actions, causes of action, suits, obligations, liabilities, damages, costs or expenses, including reasonable attorneys' fees (collectively, "Losses") asserted by a third party (other than an affiliate of Sponsor or City) against Sponsor alleging or based on: (i) any personal injury or property damage caused by City's gross negligence or willful misconduct in connection with this Agreement; or (ii) City's misuse of any information or service provided by Sponsor.

B. Sponsor shall indemnify, defend and hold the City and its officials, whether elected or appointed, officers, employees, directors and agents, in their individual capacities or otherwise, (collectively "City's Released Parties") harmless from and against any and all Losses asserted by a third party (other than an affiliate of City or Sponsor) against City, alleging: (i) personal injury or property damage caused by the negligence or willful misconduct of Sponsor's Released Parties in connection with this Agreement or (ii) Sponsor's Released Parties' failure to comply with all federal, state and local laws, rules and regulations applicable to Sponsor in connection with this Agreement.

C. The obligation to indemnify under this Section is contingent upon: (i) the indemnified party promptly notifying the indemnifying party in writing of any claim subject to such indemnity obligation; (ii) the indemnifying party having sole control over the defense and settlement of the claim; (iii) the indemnified party reasonably cooperating during defense and settlement efforts; and (iv) the indemnified party not making any admission, concession, consent judgment, default judgment or settlement of the claim or any part thereof without the other party's consent.

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. TERMINATION WITHOUT CAUSE

Either Party may cancel this Agreement without cause upon providing written notice at least one-hundred twenty (120) days in advance to the other Party.

XVI. 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.

XVII. 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.

XVIII. 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.

**To the City
or Designee**

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

To Sponsor

Dr. Jeff Kang
President
Chen Senior Medical Center
1000 Park Centre Blvd, Suite 100
Miami, FL 33169
1-(855) 845-6333
Jeffrey.Kang@chenmed.com

XIX. 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.

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