RESOLUTION NO. 2014-17

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE MAYOR AND THE ACTING CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO A SPONSORSHIP AGREEMENT WITH PRESIDENTE SUPERMARKETS MANAGEMENT, INC., A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1" TO BECOME THE OFFICIAL YOUTH BASEBALL PROGRAM SPONSOR FOR THREE YEARS FOR A SPONSORSHIP FEE OF $25,000.00 FOR THE FIRST YEAR, $15,000 FOR THE SECOND YEAR AND $15,000 FOR THE THIRD YEAR, WITH ONE ANNUAL RENEWAL OPTION.

WHEREAS, the City of Hialeah finds it in the best interest of the find ways to promote city events and to reach a greater number of young children through sponsorship agreements with that promote city events and activities that relate to athletic programs operated by the City of Hialeah Parks and Recreation Division.

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 Acting City Clerk, as attesting witness, on behalf of the City, to enter into a sponsorship agreement with Presidente Supermarkets Management, Inc. a copy of which is attached hereto and made a part hereof as Exhibit "1", to become the Official Youth Baseball Program Sponsor for three years, for a sponsorship fee of $25,000 for the first year, $15,000 for the second year and $15,000 for

the third year, with one annual renewal option.

PASSED AND ADOPTED this 28 day of January, 2014.

Isis Garcia-Martinez
Council President

Attest:

Approved on this 30 day of JANUARY, 2014.

Marbelys Fatjo, Acting City Clerk

Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

William M. Grodnick, City Attorney

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Resolution was adopted by a (7-0) unanimous vote with Councilmembers, Caragol, Casals-Muñoz, Cue-Fuente, Garcia-Martinez, Gonzalez, Hernandez and Lozano voting "Yes".

OFFICIAL YOUTH ATHLETIC PROGRAM SPONSOR AGREEMENT

This agreement is made and entered into as of the ____ day of _____, 2014, by and between the City of Hialeah ("Organizer"), a municipal corporation established under the laws of the State of Florida, and Presidente Supermarkets Management, Inc., ("Official Youth Athletic Program Sponsor"), a Florida corporation with its principal place of business at 2828 Coral Way, Suite 300, Miami, Florida 33145.

RECITALS

WHEREAS, organizer has the exclusive right to organize and conduct youth athletic programs which are to be held from March 1, 2014 through February 28, 2015 in the City of Hialeah, Florida and to be known as the City of Hialeah's Department of Parks and Recreation Official Youth Baseball Program Sponsor; and

WHEREAS, the "Official Youth Baseball Program Sponsor" has determined to provide financial and in-kind support for youth baseball programs in exchange for certain promotional rights to be provided by the Organizer;

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein, the parties hereto agree as follows:

1. **Official Status**. Organizer grants to sponsor the right during the term of this agreement to promote Presidente Supermarkets Management, Inc., as an "Official Sponsor" of the City of Hialeah's Department of Parks and Recreation Youth Baseball Program. The Youth Baseball Program consists of five youth baseball leagues each year to be conducted at Babcock Park, Carl Slade Park, Walker Community Center, Bucky Dent Park and Goodlet Park. The Sponsor shall the exclusive and only retail grocer associated with the City of Hialeah Parks and Recreation Youth Baseball Program.

2. **Advertising and promotion**.

   a. Subject to Organizer's rights of approval as described in this Agreement, Sponsor shall have the right to promote itself as an "Official Sponsor" of the City of Hialeah's Department Parks and Recreation Youth Baseball Program.

   b. Organizer shall (use its best efforts to) provide the following rights to Sponsor during the term of this Agreement to provide on –site marking rights and promotions, logos on approximately 300 uniform shirts and hats annually, logos on all trophies and awards, signage and banner space, media and television, radio and print media promotion, web and Internet inclusion and VIP parking privileges, as more fully described in Exclusive Partnership Opportunity for PS [Presidente Supermarkets], a copy of which is attached hereto and made a part hereof as Exhibit "1".

3. **Sponsorship Fee**. In consideration of the full performance by Organizer of all of its obligations hereunder and of all rights granted hereunder to Sponsor, Sponsor shall pay to Organizer a sponsorship fee, payable as follows:

   a. **First year. $25,000** payable in three installments as follows: (1) $10,000 on March 3, 2014; (2) $10,000 on April 7, 2014; and (3) $5,000 on May 5, 2014.

Exhibit "1"

b. **Second year. $15,000** payable in two installments as follows: (1) $7,500 on January 5, 2015 and (2) $7,500 on June 1, 2015.

c. **Third year. $15,000** payable in two installments as follows: (1) $7,500 on January 4, 2016 and (2) $7,500 on June 6, 2016.

4. **Option to renew**. Organizer hereby grants to Sponsor the right to renew its Official Sponsorship hereunder on the same terms and conditions as contained herein (except that the Sponsorship Fee described in Paragraph 3 shall be negotiable and shall be paid on a mutually agreeable schedule similar to the one set forth in Paragraph 3) for one additional year; provided, however, that the Sponsor provide the City with a written notice of its intent to renew within 120 days of the end of the third year of the term of the Agreement.

5. **Sponsorship.** Organizer represents and warrants that it will not authorize any seller of any product (service) competitive to the Products (Services) or antithetical or incompatible with the Products (Services) to be an Official Sponsor or Supplier or to be associated in any way with athletic programs associated with this agreement.

6. **Warranties**.

(a) Organizer represents and warrants that:

(i) it has the full right and legal authority to enter into and fully perform this agreement in accordance with its terms without violating the rights of any other person;

(ii) it has all government licenses, permits or other authorizations necessary to conduct the Youth Baseball Program as contemplated under this agreement;

(iii) it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Youth Baseball Program.

(b) Sponsor represents and warrants that:

(i) it has the full right and legal authority to enter into and fully perform this agreement in accordance with its terms without violating the rights of any other person;

(ii) Sponsor's trademarks (Service Marks) do not infringe the trademarks or trade names of any other person;

(iii) it has all government licenses, permits or other authorization necessary to conduct its business.

7. **Term and termination**.

(a) This agreement shall become effective on March 1, 2014 and shall end on February 28, 2017, unless terminated earlier or renewed pursuant to the terms hereof (the "Term").

8. **Cancellation**. In the event that the program does not take place, in whole or in part, due to any Act of God or force majeure, including without limitation, weather, fire, flood, strike, labor dispute or

similar cause beyond the control of the parties, then Sponsor shall not be entitled to a refund of the Sponsorship Fee.

9. **Notices.**

(a) All notices required or permitted to be made under this agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail or telex:

If to Sponsor, to: Pedro O. Rodriguez, President
Presidente Supermarkets Management, Inc.
2828 Coral Way
Suite 300
Miami, Florida 33145

If to Organizer, to: Director
Department of Parks and Recreation
P.O. Box 110040
Hialeah, FL 33011-0040

or such other address as either party may designate in writing to the other party for this purpose;

(b) **Complete agreement**. This agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. Organizer has made and makes no representations of any kind except those specifically set forth herein.

(c) **Binding agreement**. This agreement shall be binding upon the parties, their successors and assigns.

10. **Compliance with Federal, State and Local Laws.** Both parties shall comply with all applicable laws, ordinances and codes of federal, state and local governments.

11. **Nondelegable.** That the obligations undertaken by Sponsor pursuant to this Agreement shall not be delegated or assigned to any other person or firm unless Organizer shall first consent in writing to the performance or assignment of such service or any part thereof by another person or firm.

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

13. **Construction of Agreement.** This Agreement shall be construed and enforced according to the laws of the State of Florida.

14. **Conflict of Interest.**

(a) Sponsor covenants that no person under its employ 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 Sponsor. Sponsor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

Any such interests on the part of Sponsor or its employees, must be disclosed in writing to Organizer.

(b) Sponsor is aware of the conflict of interest laws of the City of Hialeah (Hialeah Code Chapter 26, Article I and II) Miami-Dade County, (Miami-Dade County Code § 2-11.1 et seq.), and the State of Florida, Chapter 112, Florida Statutes and agrees that it shall fully comply in all respects with the terms of such laws.

15. **Nondiscrimination.** Sponsor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

16. **Contingency Clause.** Funding for this Agreement is contingent on the availability of funds and continued authorization 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.

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

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.

Organizer:

City of Hialeah, Florida
501 Palm Avenue/P.O. Box 110040
Hialeah, Florida 33011-0040

Attest:

Authorized signature on behalf of
the City of Hialeah, Florida

_____
Marbelys Fatjo
Acting City Clerk

_____
Carlos Hernandez
Mayor

(SEAL)

Approved as to legal sufficiency and form:

_____
William Grodnick
City Attorney

Sponsor:

Presidente Supermarkets Management, Inc.
2828 Coral Way, Suite 300
Miami, Florida 33145

Attest:

Authorized signature on behalf of:
Presidente Supermarkets Management, Inc.

_____
Fausto Alvarez Date
Corporate Secretary

By:_____
Pedro O. Rodriguez Date
President

(SEAL)

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City of Hialeah
Official Youth Baseball Program Sponsor

Exclusive Partnership Opportunity
For

Partnership benefits will include the following:

Exclusivity

- Presidente Supermarkets will be designated as the Official Sponsor of the City of Hialeah Department of Parks and Recreation Youth Baseball Program.
- Category exclusivity. Presidente Supermarkets would be the only retail grocer associated with the City of Hialeah Department of Parks and Recreation Youth Baseball Program. See Attachment "A" for age groups and league sites.

Marketing Rights and Promotions

- On-site marketing rights. Presidente Supermarkets may coupon, advertise and distribute promotional materials at all league sites listed on Attachment "A". Includes a 10' x 10' tent, tables and chairs provided by the City of Hialeah during pre-specified league registration dates, play-offs and awards banquets.
- The official Presidente Supermarkets logo to be placed on the back of approximately 300 hundred uniform shirts and hats annually. All batting helmets will also include the official Presidente Supermarkets logo.
- Presidente logo will be placed on all trophies and awards.
- Presidente Supermarkets will have the opportunity do cross promotions with strategic partners (requires prior approval from City). Cross promotions include limited pass-thru rights pre-approved by the City.

Signage Rights

- Signage/banner space to be provided at each league location. Signage rights are valid only during the season (March through June). Signage costs, up to $1,500 annually, provided by the City of Hialeah. Sponsor responsible for cost of any overages. Minimum of two and maximum of four banners or signs at each field located throughout all league sites. Quantity and size to be determined upon mutual consent.

Media and Print Collateral

- Inclusion in available media (where applicable) to include TV, radio and print.
- Inclusion in Hialeah Channel 77 features and promotions for all activities listed on Attachment "A".
- Inclusion in press releases recognizing Presidente Supermarkets as the Official Sponsor of the City of Hialeah Department of Parks and Recreation Youth Baseball Program (when applicable).

- Inclusion in fliers (5 ½" x 8 ½") and posters (11" x 17") advertising events, program and activities listed on Attachment "A". All collateral will be distributed to local schools, parks and retail outlets.

Web and Internet

- Inclusion in City of Hialeah Department of Parks and Recreation website – www.hialeahfl.gov -, and all of its social media outlets, where applicable, to include:
    - Twitter
    - Facebook
    - You Tube
    - Yo Soy Hialeah

Hospitality

- VIP Parking and Hospitality for all league award banquets. Includes preferred parking pass and/or parking space (when applicable).

Use of Wordmark

- Presidente Supermarkets shall have the right to use the City's name and logo in its marketing and advertising programs. Prior to usage, Presidente Supermarkets shall submit to the City's designated contract Administrator, all copy and proposed use of City's name and logo for approval as to design, content and usage.

Other

- Presidente Supermarkets will have the option to host league registration (weeknights/Saturdays) at each of their Hialeah locations a minimum of one time for each year of the agreement.

Public Relations

- Recognition of Presidente Supermarkets at City Council meeting commemorating partnership.
- Opportunity for representatives of Presidente Supermarkets to throw out "first pitch" at Opening Day.
- Opportunity for representatives of Presidente Supermarkets to present awards to players and coaches at annual Awards Banquet and Ceremony.

Length of Terms

- The length of the agreement is three (3) years from the date of execution with an option to renew for one (1) year.

Option to Renew

- Presidente Supermarkets will have the Option to Renew the Agreement for an additional one-year term prior to the expiration of the original agreement. Requires written notification 120 days prior to termination date. If notification of renewal is not received by the City, the City reserves the right to pursue new partnership opportunities.

Marketing Support

- The City of Hialeah will provide marketing collateral (fliers, posters, etc.) for display and distribution at each of the Presidente Supermarkets locations in Hialeah. City of Hialeah will incur all costs associated with promotional materials and displays. Prior to usage, the City shall submit to the designated contract Administrator for Presidente Supermarkets, all copy and proposed use of the Presidente Supermarkets logo for approval as to design, content and usage.

- Display space in stores to promote the City of Hialeah youth baseball program at all Hialeah locations. Locations to be agreed upon mutual consent.

Financial Consideration:

In consideration for the aforementioned partnership benefits, the City of Hialeah is asking Presidente Supermarkets for the following sponsorship fee:

- Fifty five thousand ($55,000) cash sponsorship fee made payable to the City of Hialeah. Payments can be made annually and deferred according to the schedule below:

  - **Year one** **$25,000**
    - March 3, 2014 $10,000
    - April 7, 2014 $10,000
    - May 5, 2014 $ 5,000

  - **Year two** **$15,000**
    - January 5, 2015 $7,500
    - June 1, 2015 $7,500

  - **Year three** **$15,000**
    - January 4, 2016 $7,500
    - June 6, 2016 $7,500

Attachment "A"

HALEAH

Official Youth Baseball Program Sponsor

Age Groups

- Boys
  - 5 - 6
  - 7 - 8
  - 9 – 10
  - 11 – 12

Locations (League Sites)

Babcock Park	651 E. 4th Avenue
Carl Slade Park	2501 W. 76th Street
Walker Community Center	2825 W. 29th Street
Bucky Dent Park	2250 W. 60th Street
Goodlet Park	4200 W. 8th Avenue

Proposed League Dates for 2014

Age Group	Dates	Game Day	Time
5-6	April 29 – July 15	Tuesday	6:00 PM
7-8	May 1 – July 17	Thursday	6:00 PM
9-10	April 29 – July 15	Tuesday	7:30 PM
11-12	May 1 – July 17	Thursday	7:30 PM