RESOLUTION NO. 08-53

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 UNIVISION COMMUNICATIONS, INC., A DELAWARE CORPORATION, DOING BUSINESS AS UNIVISION 23, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1" TO BECOME THE OFFICIAL SPANISH TELEVISION MEDIA SPONSOR FOR THE BALANCE OF CALENDAR YEAR 2008 IN CONNECTION WITH A NUMBER OF DESIGNATED CITY EVENTS COMMENCING WITH GREEN DAY HIALEAH AND ENDING WITH SANTA'S SNOW BLAST IN EXCHANGE FOR THE CREATION, PRODUCTION AND AIRING OF TELEVISION PROMOTIONAL ANNOUNCEMENTS AND ENHANCED NEWS AND ENTERTAINMENT COVERAGE FOR THE EVENTS

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 residents through sponsorship agreements with media outlets such as Univision Communications, Inc.

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 Univision Communications, Inc., a Delaware corporation, doing business as Univision 23, a copy of which is attached hereto and made a part hereof as Exhibit "1", to become the Official Spanish Television Media Sponsor for the balance of calendar

year 2008 in connection with a number of designated city events commencing with Green Day Hialeah and ending with Santa's Snow Blast in exchange for the creation, production and airing of television promotional announcements and enhanced news and entertainment coverage

PASSED AND ADOPTED this 27th day of May, 2008.

Esteban Bovo
Council President

Attest:

Approved on this 27 day of May, 2008.

Rafael E. Granado, City Clerk

Mayor Julio Robaina

Approved as to form and legal sufficiency:

William M. Grodnick, City Attorney

S:\WMG\LEGISLAT\RESO\Reso 2008\sponsorshipagreementunivision23.docx

Resolution was adopted by a 6-0-1 vote with Councilmembers Bovo, Caragol, Casals-Muñoz, Garcia-Martinez, Hernandez, and Yedra voting "Yes" and Councilmember Gonzalez absent.

SPONSORSHIP AGREEMENT

This Sponsorship Agreement entered into this ___ day of May, 2008, 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, 501 Palm Avenue, Hialeah, Florida 33010 and Univision Communications, Inc., a Delaware corporation ("Sponsor"), doing business as Univision 23, having a Florida office located at 9405 NW 41 Street, Miami, Florida 33178.

RECITALS

WHEREAS, the City operates recreational facilities, maintains parks and provides community events and celebrations; and

WHEREAS, the Sponsor would like to become the official Spanish television media sponsor for the City of Hialeah in connection with the following activities and special events produced by the City Communications and Special Events Department for the balance of the calendar year 2008: Green Day Hialeah, July 4th Celebration, Hispanic Heritage Celebration, Art on Palm Music and Art Festival and Santa's Snow Blast.

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 hereto understand and agree as follows:

I. TERM

This Agreement shall have a term that will coincide with the effective date of this Agreement to end of calendar year 2008.

II. SPECIFIC CONDITIONS

A. The City of Hialeah agrees to do the following:

1. The City grants Univision Communications, Inc. doing business as Univision 23 the status of Official City Spanish Television Media Sponsor for 2008 calendar year events of Green Day Hialeah, scheduled for May 31, 2008; July 4th Celebration, scheduled for July 4, 2008; Hispanic Heritage Celebration, scheduled in September 2008; Art on Palm Music and Art Festival, scheduled for November 21, 2008; and Santa's Snow Blast, scheduled for December 20, 2008.

2. For each event, the City will give the Sponsor recognition in all print advertising and press releases for the event; recognition at the event and on stage display of Sponsor's logo on the day of the event.

3. If a program brochure is prepared and distributed, then a free full page advertisement in the program.

4. Subject to prior approval by the Mayor, a space for a booth for Univision 23 and one client for each event.

5. Free VIP tickets to each event.

6. Public recognition of sponsorship (P.A. Announcement) at each event.

7. Mention of Official Sponsorship Status of Sponsor on City of Hialeah Radio.

B. The Sponsor agrees to do the following:

1. Create, produce and air 30 fifteen-second event promotional announcements on television for events described in subsection A(1) hereinabove for ten days immediately preceding the event, with the exception of Green Day Hialeah because the effective date of this Agreement will occur just prior to the event.

2. News coverage of each event.

3. When available, provide a segment on the public service program "Ahora en Nuestra Comunidad".

4. Mention in the Entertainment Segments provided in newscasts and mention in the Community Calendar based on availability.

III. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Both parties shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments. The Sponsor agrees to abide with all Florida, Dade County and City of Hialeah laws, ordinances, codes, rules and regulations pertaining to the operation and maintenance of the properties. The Sponsor understands and recognizes that other media, including other television outlets, may cover the events and that this Agreement shall not interpreted to prevent, interfere, impede or otherwise impair any other media the respective rights to cover City events.

IV. NONDELEGABLE

The obligations and duties of the Sponsor pursuant to this Agreement shall not be delegated or assigned, in whole or in part, to any other person or entity without prior written consent of the City.

V. NONDISCRIMINATION

The Sponsor agrees that it will not discriminate as to race, sex, color, creed, national origin, age or disability in connection with its performance of this Agreement.

VI. CONSTRUCTION OF SPONSORSHIP AGREEMENT

This Agreement shall be construed and enforced according to the laws of the State of Florida. The Sponsor agrees to be subject to the jurisdiction (subject matter and in personam) of the courts of Dade County, Florida and amenable to process. Venue for any litigation arising out of or in connection with this Agreement shall be in Miami-Dade County, Florida.

VII. AWARD OF SPONSORSHIP AGREEMENT

The Sponsor warrants that it has not employed or retained any person employed by the City to solicit or secure this Sponsorship 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 Sponsorship Agreement.

VIII. CONFLICT OF INTEREST

A. The 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. The Sponsor further covenants that in the performance of this Agreement, no person having such conflicting interest shall be employed by the Sponsor. Any conflict of interest attributable to the Sponsor must be disclosed in writing to the City immediately upon discovery.

B. The Sponsor is aware of the conflict of interest laws of the City of Hialeah, particularly Hialeah Code, ch. 26, Art. I and Art. II.; Miami-Dade County, Florida, particularly, Code of Miami-Dade County §§ 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.

IX. INDEPENDENT CONTRACTORS

The Sponsor, its employees, representatives and agents shall be deemed to be independent contractors, and not agents or employees of the City, and shall not attain any rights or benefits under the civil service or pension laws, rules and regulations of the City, or any rights generally afforded classified or unclassified employees. The Sponsor, its employees, representatives and agents shall not be deemed entitled to Florida Workers' Compensation benefits as an employee of the City.

X. TERMINATION WITHOUT CAUSE

The City retains the right to terminate this Agreement, without cause, upon thirty (30) days advance notice, prior to the completion of the term without penalty to the City.

XI. TERMINATION WITH CAUSE

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

A. Failure to comply and/or perform in accordance with this Agreement;

B. Refusal to submit to an audit or failure to provide the City with accurate and complete financial records;

C. Implementation of Agreement, for any reason, is rendered impossible or unfeasible;

D. 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;

E. Adjudicated bankrupt or have any involuntary petition in bankruptcy filed against it; and

If the 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 the Sponsor by the City within which to cease and/or correct such deficiencies, and upon failure to do so after such written notice, this Sponsorship Agreement is hereby revoked and canceled without the need for other or further action by City.

XII. INTEREST CONFERRED BY PERMIT

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

XIII. NOTICES

All notices or other communications which shall or may be given pursuant to this Sponsorship 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.

City of Hialeah	Univision 23
Communication and Special Events	9405 NW 41 Street
20 East 6 Street	Miami, Florida 33178
Hialeah, Florida 33010	
Attn: Carmen Cue, Director	Attn: Luis Fernandez-Rocha, Vice-President
Tele: (305) 889-5701	(305) 470-2323
Fax: (305)-888-8031	(305) 471-3959

XIV. MISCELLANEOUS PROVISIONS

A. **No waiver.** The failure of the City to insist on the performance or observance by the 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 the 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 Sponsorship 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 Sponsorship 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 non-modifiable, then same shall be deemed severable, and, in either event, the remaining terms and provisions of this License 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 Sponsorship Agreement and its attachments constitute the sole and only Sponsorship Agreement of the parties hereto for the events covered by this Agreement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Sponsorship Agreement are of no force or effect.

G. **Amendments.** No amendments to this Sponsorship 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 Sponsorship Agreement and any terms, conditions or representations contained in any attached document, the terms in this Sponsorship Agreement shall prevail.

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
P. O. Box 11040
501 Palm Avenue
Hialeah, Florida 33010-0040

Attest:

Authorized signature on behalf of the City

_____

Rafael E. Granado
City Clerk

_____

Mayor Julio Robaina Date

(SEAL)

Approved as to form and legal sufficiency:

William Grodnick

William Grodnick
City Attorney

Univision Communications, Inc.
9405 N.W. 41 Street
Miami, Florida 33178

Authorized signature on behalf of
Univision Communications, Inc.

Attest:

_____

By:_____
Luis Fernandez-Rocha Date
Vice President/General Manager

(SEAL)

S:\WMG\contracts\sponsorshipagreementunivision23specialevents.docx