RESOLUTION NO. 2015-36

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING MARLA ALPIZAR, DIRECTOR OF THE CITY OF HIALEAH EDUCATION AND COMMUNITY SERVICES DEPARTMENT, AS THE MAYOR'S DESIGNEE, AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO EXECUTE A MEMORANDUM OF UNDERSTANDING IN SUBSTANTIAL FORM AS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1", BETWEEN THE SPARK PROGRAMS, A DIVISION OF SPORTIME LLC, UNDER LICENSE FROM SAN DIEGO STATE UNIVERSITY FOUNDATION, A DELAWARE LIMITED LIABILITY CORPORATION, AND THE CITY OF HIALEAH, FOR A NON-EXCLUSIVE FIVE YEAR LICENSE TO USE CERTAIN EDUCATIONAL MATERIAL IN THE CITY'S RECREATION, PHYSICAL EDUCATION OR MOVEMENT EDUCATION AFTERSCHOOL AND SUMMER PROGRAMS FUNDED THROUGH THE TWENTY-FIRST (21ST) CENTURY- SOARING BEYOND EXPECTATION GRANT IN AN AMOUNT NOT TO EXCEED $18,116.40.

WHEREAS, pursuant to Hialeah, Fla., Resolution 2015-19 (February 10, 2015), the City Council authorized the Mayor to accept a Florida Twenty-First (21st) Century – Soaring Beyond Expectations Grant awarded pursuant to the Florida Department of Education RFP Project Number 13B-2445A-5CCC2, and further authorized the Mayor or his designee to execute any and all agreements, documents and subcontracts in furtherance thereof, to fund afterschool and summer programs for five years;

WHEREAS, the City of Hialeah selected The Spark Program to provide educational curriculum, training, materials, staff development program, transportation and consultations services to the City's 21st Century Community Learning Centers for afterschool and summer programs; and

WHEREAS, the City of Hialeah finds it in the best interest if he health, safety and welfare of the community to execute this Memorandum of Understanding to benefit students with quality afterschool and summer programs.

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 authorizing Marla Alpizar, Director of the City of Hialeah Education and Community Services Department, as the Mayor's designee, and the City Clerk, as attesting witness, on behalf of the City, to execute a Memorandum of in substantial form as attached hereto and made a part hereof as Exhibit "1", between the Spark Programs, a division of Sportime LLC, under license from San Diego State University Foundation, a Delaware limited liability corporation, and the City of Hialeah, for a non-exclusive five year license to use certain educational material in the City's recreation, physical education and movement education afterschool and summer programs funded through the Twenty-First (21st) Century – Soaring Beyond Expectation Grant in an amount not to exceed $18,116.40.

PASSED AND ADOPTED this 24 day of February, 2015.

Isis Garcia-Martinez
Council President

Attest:

Carmen B. Hernandez
Acting Deputy City Clerk

Approved on this 04 day of March, 2015.

Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

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

MEMORANDUM OF UNDERSTANDING
between
THE SPARK PROGRAMS
and
SUB-LICENSEE

This is a memorandum of understanding (MOU) between **THE SPARK PROGRAMS**, a division of Sportime LLC under license from San Diego State University Foundation, a corporation of the State of Delaware, having an address at 438 Camino Del Rio So., Suite 110, San Diego, CA 92108 (hereinafter referred to as SPARK), and City of Hialeah located at 7400 West 24th Avenue, Hialeah, FL 33016 (hereinafter referred to as SUB-LICENSEE).

WHEREAS, SPARK represents that it holds a license to the copyrights to and has the right to grant a sub-license in certain educational program and curriculum as described in Exhibit A under Summary of Workscope, commonly referred to as "CURRICULUM" and

WHEREAS, SUB-LICENSEE desires to acquire and SPARK desires to grant to SUB-LICENSEE under the terms and conditions hereinafter specified, certain rights including a non-exclusive license for the right to incorporate "CURRICULUM" into its recreation, physical education, or movement education curriculum;

NOW, THEREFORE, the parties agree to the following:

1. License: SPARK hereby grants to SUB-LICENSEE a non-exclusive license for five (5) years from the date this MOU becomes effective to utilize "CURRICULUM" in its recreation, physical education, or movement education curriculum. The license to use the CURRICULUM survives the termination of this MOU.

2. Term: This MOU shall become effective upon the date both parties execute this MOU and shall continue until all materials and services are provided or until this agreement is terminated under its terms. See Exhibit A for outline of specific materials and services provided to SUB-LICENSEE by SPARK.

   Monies: SUB-LICENSEE agrees to pay SPARK the amount of $18,116.40 for materials, curriculum, staff development program, transportation and consultation services as set forth in Exhibit A. Invoicing shall be based on deliverables and all invoice payments are due within 30 days of the invoice date.
   NOTE: Due to costs incurred for planning and travel prior to inservicing, the following fees may be charged. These charges shall not be assessed against SUB-LICENSEE if the cancellation, rescheduling or changing of a workshop is not the fault or negligence of the SUB-LICENSEE or the cancellation, rescheduling or changing of a workshop occurs as a result of an act of God, war, public enemies, strike, fire, flood, or other similar cause wholly beyond the control of SUB-LICENSEE.:

EXHIBIT
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- Cancellation of a SPARK workshop with less than 30 days notice: $500.00
- Rescheduling or changing of a SPARK workshop with less than 30 days notice: $250.00

3. Option to Terminate: Either party may terminate the MOU upon not less than sixty (60) days written notice to the other party. In the event of termination of this MOU by the SUB-LICENSEE, SPARK shall determine whether or not any portion of the payment made pursuant to the execution of this document may be returned to SUB-LICENSEE.

4. Assignment: This MOU shall not be assignable by the SUB-LICENSEE without written consent of SPARK except to a successor in interest.

5. Notices: All notices shall be given in writing, signed by SPARK and sent to the SUB-LICENSEE at:

NAME: Yasmin Fernandez
TITLE: Project Director
ORGANIZATION: City of Hialeah
ADDRESS: 7400 West 24th Avenue, Hialeah, FL 33016
PHONE: 305-818-9143 FAX: 305-818-9144
E-MAIL: yfernandez@hialeahfl.gov

and in the case of SPARK at:

Paul Rosengard, Executive Director
SPARK/School Specialty Physical Education
438 Camino Del Rio South, Suite 110
San Diego, CA 92108

6. Governing Law: This MOU shall be construed, interpreted, and applied in accordance with the laws of the State of Florida.

7. Authorized Signature: The signatories of this MOU warrant that they represent the organizations listed and are legally empowered to commit to any and all provisions in the MOU.

In WITNESS WHEREOF, the parties have signed this MOU as of the dates indicated:

By: _____ By: _____
Paul Rosengard, Exec. Director Marla Alpizar
SPARK/School Specialty Physical Educ. ECS Director

Date: _____ Date: _____

Exhibit A

This document is to be attached to the "Memorandum of Understanding." SPARK agrees to provide to SUB-LICENSEE the materials and/or services listed below.

Contact Person:	Billing Information:	Ship To:
Org. Name: City of Hialeah	Org. Name: City of Hialeah	Org. Name: City of Hialeah
Name: Yasmin Fernandez	Name: Yasmin Fernandez	Name: Yasmin Fernandez
Title: Project Director	Title: Project Director	Title: Project Director
Address: 7400 West 24th Avenue, Hialeah, FL 33016	Address: 7400 West 24th Avenue, Hialeah, FL 33016	Address: 7400 West 24th Avenue, Hialeah, FL 33016
T: 305-818-9143	T: 305-818-9143	T: 305-818-9143
F: 305-818-9144	F: 305-818-9144	F: 305-818-9144
E: yfernandez@hialeahfl.gov	E: yfernandez@hialeahfl.gov	E: yfernandez@hialeahfl.gov

Inservice Date: After School Standard Session #1/1 March 25, 2015 Noon – 7 p.m.

Participants: 20 Afterschool Staff (20 additional staff are covered under the Steam Ahead); Not to exceed 40 participants max.

of Sites: 2

# of SPARK Stars: 2

Inservice Location: 2590 West 76th St., Hialeah, FL 33016

Sessions (or trips): 1 session; (1 trip)

Airport: Miami, FL – international (MIA)

SUMMARY OF WORKSCOPE AND BUDGET

Program:	(0.5) After School Standard Package X $2,699.00 ea.	$1,349.50
Curriculum:	(2) AS Set #2: Bk, CD + 3 yrs SPARKfamily.org access (vers. 2013) x $299 ea + $0 S&H, $0 tax ea. (1) AS Set #3: Bk, CD, Folio + 3 yrs SPARKfamily.org (vers. 2013) x $399 ea + $0 S&H, $0 tax ea.	$ 997.00
Equipment:	(2) AS Premium Eq Set x $7,509.95, $0 S&H, $0 sales tax	$15,019.90
Transportation:	(0.5) Trip X $1,500.00 ea.	$750.00
TOTAL		**$ 18,116.40**

Notes:
* Sales Tax will be charged when applicable
** A form of payment (PO, check, signed MOU) is required 4 weeks prior to workshop to confirm date.

SPARK Use:
Requested trainer:
Funding Source: 21st CCLC
Tax ID (Exempt) #:
Special Instructions: The Steam Ahead Grant and Academic Achievers Grants are partner grants for the City of Hialeah. The session will include both groups from the grant. This training is for After School staff who teach participants in middle school & high school. ******Shipping and Handling waived on this order.**

Curriculum Materials are custom materials. Once curriculum items are shipped, returns or refunds not accepted.