RESOLUTION NO. 2015-38

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 NAVARRO DISCOUNT PHARMACY, IN SUBSTANTIAL CONFORMITY WITH THE AGREEMENT ATTACHED AND MADE A PART HEREOF AS EXHIBIT "1", TO BECOME A HIALEAH CORPORATE PARTNER AND BE DESIGNATED THE OFFICIAL PHARMACY OF THE CITY OF HIALEAH ADULT CENTERS, FOR A TERM OF ONE YEAR, COMMENCING ON APRIL 1, 2015 THROUGH MARCH 31, 2016, WITH THE OPTION TO RENEW FOR AN ADDITIONAL YEAR, UNDER SIMILAR TERMS AND CONDITIONS IN EXCHANGE FOR A TOTAL SPONSORSHIP FEE OF $15,000.00, 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 and residents of the find ways to promote and fund the operation of special municipal events and programs for the community at large and to reach a greater number residents through sponsorship agreements; and

WHEREAS, the City of Hialeah finds it in the best interest of the health, safety and welfare of the community to offer a Hialeah Corporate Marketing Partnership bundle and designation as Official Pharmacy of the City of Hialeah Adult Centers to Navarro Discount Pharmacy.

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 Navarro Discount Pharmacy, in substantial conformity with the Agreement attached and made a part hereof as Exhibit "1", to become a Hialeah Corporate Partner and be designated the Official Pharmacy of the City of Hialeah Adult Centers for a term of one year, commencing on April 1, 2015 through March 31, 2016, with the option to renew for an additional year, under similar terms and conditions, in exchange for a total sponsorship fee of $15,000.00, 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 and programs.

PASSED AND ADOPTED this 10 day of March, 2015.

Isis Garcia-Martinez
Council President

Attest:

Approved on this 16 day of march, 2015.

Carmen B. Hernandez
Acting Deputy City Clerk

Mayor Carlos Hernandez

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

Approved as to form and legal sufficiency:

Lorena Bravo, City Attorney

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SPONSORSHIP AGREEMENT

This License Agreement entered into this _____ day of _____, 201__, 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 Navarro Discount Pharmacy, LLC, a Florida corporation, ("Sponsor"), having its place of business at _____by and through its duly authorized undersigned agent.

RECITALS

WHEREAS, the Sponsor would like to obtain the exclusive license to become the Official Pharmacy of the Hialeah Adult Centers and to sponsor activities and special events planned by the City Hialeah Education and Community Services Department;

WHEREAS, the City has offered and the Sponsor has accepted a municipal marketing partnership bundle as part of the designation as a Hialeah Corporate Partner and the Official Pharmacy of the Hialeah Adult Centers, including but not limited to on-site advertising opportunities, media, Internet, direct-mail advertising opportunities, presentation at special events and programs, VIP parking, presenting sponsor at designated events, signage on Hialeah Transit buses on the Marlin and Flamingo routes, for one year, with the possibility of renewal for an additional year, on similar terms and conditions upon the mutual agreement of the parties; and

WHEREAS, as the Hialeah Corporate Partner and Official Pharmacy of the Hialeah Adult Centers, the Sponsor has committed to payment of a total sponsorship fee of $15,000.00;

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 one (1) year, commencing on April 1, 2015 and ending on March 31, 2016 ("Term"). The Agreement may be extended for an additional term of one (1) year upon similar terms and conditions. The Sponsor shall send written notification to the City 90 days prior to the expiration of the original Agreement requesting renewal of the term of the Agreement. If notification of renewal 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.

EXHIBIT
1

II. OFFICIAL DESIGNATION, NAME AND ADVERTISING RIGHTS

A. **Official Designation**. The City grants Sponsor the right to promote itself as a "City of Hialeah Corporate Partner" and as the "Official Pharmacy of the City of Hialeah Adult Centers" 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.

Sponsor grants City the right to promote Sponsor as a City of Hialeah Corporate Partner or the "Official Pharmacy of the City of Hialeah Adult Centers" at all Special Events and in the City Programs identified on "Schedule A". The City covenants that it will not accept sponsorship from a competing pharmacy for the Hialeah Adult Centers within the City's Partners Program or at the City sponsored programs and activities specifically set forth in "Schedule A" during the term of this Agreement. The Sponsor acknowledges that this right is limited to the scope and manner described in this Agreement and does not apply to other facilities, programs, activities, or special events held at the Hialeah Adult Centers or city-wide.

B. **On-site Advertisement at Special Events.** The City grants marketing rights for Sponsor to advertise Sponsor's trademark or tradename at all Special Events listed on "Schedule A" for the entire length of time the Event is held, so long as the advertisement also prominently identifies Sponsor as the Official Pharmacy of the City of Hialeah Adult Centers and Corporate Partner of the City of Hialeah. The City shall provide and allow Sponsor at each Special Event: space to sample, distribute coupons, and promote Sponsor's products, in an area not to exceed 100 square feet. The area shall include one (1) table and two (2) chairs per event. Outdoor events shall include a tent not to exceed 100 square feet where no other comparable sheltered area is available. The City shall provide Sponsor with one space for display/brochure holder at each of the three (3) Hialeah Adult Centers, not exceeding 8 1/2 inches by 11 inches.

The City shall allow the Sponsor the opportunity to co-present awards and trophies to league winners, make a brief presentation on-stage, distribute promotional items and raffle prizes at Sponsor's sole cost and expense, cross-promote with other sponsoring partners with the prior written consent of the City.

C. **Other Advertising Opportunities**. Sponsor may also exercise the right to advertise tradename or trademark, so long as the advertisement also prominently identifies Sponsor as the Official Pharmacy of the City of Hialeah Adult Centers and Corporate Partner of the City of Hialeah, through direct-mail, print, e-mail, internet, social media sites (through which the City manages an official account), television and radio, including but not limited to the following means:

(i) Inclusion of the Sponsor's logo on full color flyers approximately 5-1/2 inches by 8-1/2 inches to be distributed throughout the City's facilities and the local business community for the City-sponsored special events and programs listed on "Schedule A". The quantity of flyers shall not to exceed 5,000 flyers for each community event and program listed on "Schedule A", except that the quantity of flyers shall not exceed 500 flyers for each Adult Center event.

(ii) Inclusion of the Sponsor's logo on full color posters approximately 11 inches by 17 inches to be displayed throughout the City's facilities and distributed for display throughout the local business community for promotion of the City-sponsored special events and programs listed on "Schedule A". The quantity of posters shall not exceed 100 posters for each community event and program listed on "Schedule A", except that the quantity of posters shall not exceed 50 posters for each Adult Center event.

(iii) Recognition of Sponsor's Official Designation as a Hialeah Corporate Partner and Official Pharmacy of the City of Hialeah Adult Centers in any press release promoting the City's special events and in the City's public access channel (Channel 77) programming, 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 in "Schedule A".

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

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 at the City's discretion. Design, production, distribution and postage costs, where applicable, will be paid by the City. All advertisement must be approved by the City prior to any display. In addition, all advertisements must meet the City's sign specifications and file formats. Sponsor must supply the City with their logo and an advertisement according to the City's ad specifications including file formats.

D. **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 also prominently identifies Sponsor as the Official Pharmacy of the City of Hialeah Adult Centers and Corporate Partner of the City of Hialeah. All signs and advertisement must be approved by the City prior to any display. 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 advertisement display on the following signs:

1. Three (3) light pole banners. Double-sided banner (6 faces total) at one Hialeah Adult Center location of Sponsor's choice or one (1) double-sided light pole banner at each of three Hialeah Adult Center locations of Sponsor's choice. The exact light poles to be determined by mutual consent of the parties.

2. Two (2) light pole banners. Double-sided banner (4 faces total) throughout Palm Avenue from Okeechobee Road north to 21st Street. The exact light poles to be determined by mutual consent of the parties.

3. Three (3) coroplast signs approximately 3 inches in height and 5 inches of width to be displayed at each of the events and programs listed on "Schedule A".

4. One (1) exterior and one (1) interior sign space to be displayed on one Hialeah Transit bus on either the Marlin or Flamingo route, based on availability of unsold or uncommitted space. The advertisement shall run for no more than six (6) months. The exterior sign shall not exceed: 27 inches in height by 68 inches in width or 84 inches in height by 84 inches in width or 32 inches in height by 80 inches in width. The interior sign shall not exceed 11 inches in height by 27 inches in width.

E. **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. The parties acknowledge and agree that the scheme of advertisement set forth in this Agreement is intended to equally promote Sponsor's brand and products, its support of the City's Adult Centers, events, programs and activities. Sponsor agrees to create and adequately fund a budget that will accomplish the parties' objectives and pay for the greater majority of the signs contemplated to be displayed in paragraph D herein. Sponsor shall compensate the City for any and all signage costs.

IV. SPONSORSHIP FEE

A. **Fee**. Sponsor shall pay City a guaranteed minimum fee of $15,000.00 for the Term of the Agreement in lump sum no later than February 15, 2015. Time is of the essence.

The Sponsor agrees that its failure to pay any portion of the fee set forth herein or its failure to perform any other obligation in this Agreement 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 nonperformance of any obligation under this Agreement, Sponsor shall pay and the City shall accept the sum of $11,500.00 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 City may suffer as a result of Sponsor's negligent or intentional misuse of City's logo, trademark or any other intellectual property.

B. **Complimentary support; Other Promotional Items**. Sponsor may provide other promotional items, including sampling new products, at no cost to City, for distribution to the general public at special events and programs. The quantity and type of promotional items shall be agreed in advance of the special event and upon the mutual consent of the parties.

V. 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 and tradenames, copyrights, including but not limited to, logos, slogans, tags and web address 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 exclusive license, sponsorship agreement, or 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.

VI. SPECIAL PRIVILEGES

Sponsor, it's officers, directors, employees and guests shall be admitted to the VIP section of all Special Events listed in "Schedule A", including a preferred parking pass for each, if applicable.

VII. 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. Sponsor agrees to abide with all Florida, Miami-Dade County and City of Hialeah laws, ordinances, codes, rules and regulations pertaining to the operation and maintenance of their business premises within the jurisdictional limits of the City, as such laws presently exist and as amended.

VIII. 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.

IX. NONDISCRIMINATION

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

X. CONSTRUCTION

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 Miami-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.

XI. 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 Sponsorship Agreement.

XII. 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. 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. Sponsor is aware of the 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.

XIII. INDEPENDENT CONTRACTORS

Sponsor, its officers, directors, 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 officers, directors, employees, representatives and agents shall not be deemed entitled to Florida Workers' Compensation benefits as an employee of the City.

XIV. 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.

XV. 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 and/or perform in accordance with 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.

XVI. 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.

XVII. NOTICES

All notices or other communications which shall or may be given pursuant to this License 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 of Hialeah:

As to the Sponsor:

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

G. **Amendments.** No amendments to this License 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 License Agreement and any terms, conditions or representations contained in any attached document, the terms in this License 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
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 NAVARRO DISCOUNT PHARMACY, LLC.

_____
By:
Title:_____

Date: _____

Witnesses:

_____
Signature
Name _____

Date: _____

Witnesses:

_____
Signature
Name _____

Date:_____

State of Florida
County of Miami-Dade

Sworn to and subscribed before me on this _____ day of _____, 2015, by _____.

____ Personally known or
____ Produced valid photo identification

Commission:

_____
Notary Public, State of Florida

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"Attachment A"

Hialeah Partners Program

Partnership Bundle

For

2015-2016 Community Special Events

Name of Event	Sponsorship Level	Days/Times	Location
Hialeah Egg-Stravaganza	Official Pharmacy	April 14th	Goodlet Park
Independence Day Celebration	Official Pharmacy	July 4th	Milander Park Ted Hendricks Stadium
Hispanic Heritage Celebration (Special Event Series)	Official Sponsor	September 15th – October 15th	Milander Center JFK Library e-Libraries
Triangle Park Lighting Ceremony/Display	Official Sponsor	November 20th	Triangle Park
Santa's Snow Blast	Official Pharmacy	December 12th	Goodlet Park

2015-2016 Adult Center Events

Name of Event	Sponsorship Level	Days/Times	Location
Karaoke Competition	Official Pharmacy	April 24th 9:00 AM	Goodlet Adult Center
Sr. Fashion Show	Official Pharmacy	May 15th 9:00 AM	Goodlet Adult Center
Flag Day	Official Pharmacy	June 12th 10:00 AM	Hialeah City Hall
Domino Tournament	Official Pharmacy	July 24th 9:30 AM	Goodlet Adult Center
Great King & Queen	Official Pharmacy	September 4th 6:00 PM	Wilde Community Center
Children's Art Expo	Official Pharmacy	October 9th 6:00 PM	Wilde Community Center
Fall Art Show	Official Pharmacy	November 13th 6:00 PM	Wilde Community Center
Billiards Tournament	Official Pharmacy	February 2016 9:30 AM	Goodlet Adult Center