

RESOLUTION NO. 2021-156

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 CANO HEALTH, LLC, A FLORIDA LIMITED LIABILITY COMPANY, IN SUBSTANTIAL CONFORMITY WITH THE AGREEMENT ATTACHED AND MADE A PART HEREOF AS EXHIBIT "1", FOR A TERM OF THREE YEARS, COMMENCING ON NOVEMBER 1, 2021 THROUGH OCTOBER 31, 2024, WITH THE OPTION TO RENEW FOR AN ADDITIONAL ONE-YEAR TERM UPON MUTUAL CONSENT, IN EXCHANGE FOR A TOTAL SPONSORSHIP FEE OF \$345,000.00.

WHEREAS, the City of Hialeah finds it in the best interest of the community and residents to find ways to promote and fund the operation of special municipal events and programs for the community at large through sponsorship agreements; and

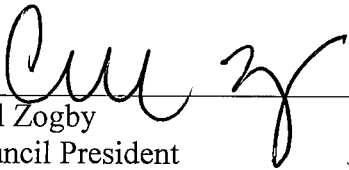
WHEREAS, the City of Hialeah finds it in the best of the health, safety and welfare of the community to offer a Hialeah Corporate Sponsorship agreement to Cano Health;

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

Section 1: The sponsorship agreement with Cano Health, LLC, a Florida limited liability company, to become a Hialeah Corporate Sponsor for a term of three years, commencing on November 1, 2021 through October 31, 2024, with the option to renew for an additional one-year term upon mutual written consent of the Parties, in exchange for a

total sponsorship fee of \$345,000.00 is hereby approved in substantial conformity with the Agreement attached and made a part hereof as Exhibit "1".

PASSED AND ADOPTED this 9 day of November, 2021.



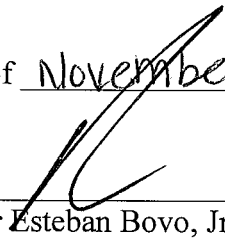
Carl Zogby
Council President

Attest:

Approved on this 23 day of November, 2021.




Marbelys Fatjo, City Clerk



Mayor Esteban Bovo, Jr.

Approved as to form and legal sufficiency:



Lorena Bravo, City Attorney

Resolution was adopted by 7-0 vote with Councilmembers, Cue-Fuente, De la Rosa, Garcia-Roves, Hernandez, Perez, Tundidor, and Zogby voting "Yes."

**SPONSORSHIP AGREEMENT BETWEEN CANO HEALTH
AND THE CITY OF HIALEAH**

This Sponsorship Agreement (“Agreement”) entered into this ____ day of _____, 2021, 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 Cano Health, LLC, a Florida Limited Liability Company. (“Sponsor”), with its principal place of business located at 9725 NW 117 Avenue, Suite 200, Medley, Florida 33178 (collectively the “Parties”).

RECITALS

WHEREAS, the City has offered, and the Sponsor has accepted a marketing bundle in exchange for the payment by Sponsor to the City of a sponsorship fee in the amount of \$115,000 per year as set forth in this agreement; 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 Cano Health, LLC, a Florida Limited Liability Company to promote and fund the operation of special municipal events and programs for the community at large.

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 November 1, 2021 and ending on October 31, 2024 (“Term”). The Agreement may be extended for an additional term of one (1) year 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 Term exercising the right to renew the Agreement. The City reserves the right to pursue new partnership opportunities should Sponsor fail to send the written notice timely. Upon expiration of the term then in effect, the Agreement shall expire without further action of any Party.

II. ADVERTISING AND MARKETING OPPORTUNITIES, PRIVILEGES, AND OBLIGATIONS.

A. Official Designation. The City grants Sponsor the right during the Term of this Agreement to promote itself as a “City of Hialeah Sponsor” of the City of Hialeah.

B. Category Exclusivity. No competing medical healthcare plans or medical centers shall be associated with the activities at Goodlet Park Adult Center, Villa Alegria and Walker Park, as more specifically set forth in Exhibit “A”, attached to this Agreement. Unless otherwise provided for in this Agreement, the rights granted to Sponsor are not exclusive with

respect to any City-sponsored events not specifically indicated in this Agreement and non-City sponsored events at any of the locations.

D. Limited License. During the Term of this Agreement, and any subsequent renewal term, the Parties grant each other a limited license to use the name and logo of the other Party while advertising, marketing and promoting the activities Goodlet Park Adult Center, Villa Alegria and Walker Park, subject to prior written approval of the content, format and purpose for the proposed use of each other's name or logo. The use of either Party's name and logo shall be only to recognize the existence of this sponsorship agreement.

- (a) 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.
- (b) Prior to using or displaying the Sponsor's logo, the City shall submit to the Sponsor's designated contract administrator a copy of the proposed use of Sponsor's name and logo for prior approval.

E. Advertisement Opportunities. During the Term of this Agreement, and any subsequent Renewal Term, the Sponsor may advertise its tradename or trademark through signs, direct-mail, print, e-mail, internet, social media sites (on which the City manages an official account), television and radio, provided that the advertisement relates to the activities, as specifically provided in Exhibit "A, as more particularly set forth hereafter:

- (a) Customized on-site branding at the lobby of each of the locations. Sponsor shall provide at its sole cost, the interior and exterior branding of the type, format, size, color scheme, layout and overall design (poster frames, vinyl wall decals, pull-up banners, logos, or window graphics) as approved by the City. The content of the branding shall be limited to recognition of the Sponsor as the sponsor of the event, activity or location.
- (b) Nothing in this agreement shall be interpreted as authorizing Sponsor, giving Sponsor any right to, or creating a public forum for the purpose of commercial speech or general commercial advertisement.

III. SPONSORSHIP FEE

Sponsor shall pay City a total sponsorship fee of \$115,000.00 per year, in quarterly payments in the amount of \$28,750.00, not to exceed the amount of \$345,000.00 for the Term of the Agreement.

No payment shall be made at any time beyond the expiration of each contract year to which the payment corresponds. No payment shall be paid beyond the expiration of the Term of this Agreement.

IV. CONTINGENCY CLAUSE

Funding for this Agreement is contingent on the continued authorization and funding for program activities, and is subject to amendment or termination by the City due to lack of funds, or authorization, reduction of funds, and/or change in regulations or policies impacting the continued operation of the facility, activities, or events.

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 represent directly or indirectly this Agreement to be an endorsement of those product(s) or service(s) by the City. Reference herein, if any, to Sponsor's specific services or products by tradename, trademark, or otherwise, does not constitute or imply the City's endorsement or recommendation of those services or products.

VI. INDEMNIFICATION

Sponsor, for itself, its successors, assigns, executors, administrators, and anyone else who might attempt to sue on its behalf, hereby waives, releases, holds harmless, indemnifies, covenants not to sue, agrees to defend, and forever discharges the City of Hialeah, its officers, elected or appointed, directors, employees, agents, attorneys, contractors and all other persons, entities, organizations and corporations 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 personal injury, loss of life, damage to property, or any other liability, loss, cost or expense of any kind (collectively "Claims"), arising out of, resulting from, or relating to this Agreement or Sponsor's exercise of any right or discharge of any obligation pursuant to the terms of this Agreement, whether or not such claim, suit, cause of action, injury, damage, loss, liability, cost, expense, judgment, order, or decree was caused by, arose or resulted from the negligent acts or omissions of the Released Parties. This Section shall survive the termination of this Agreement.

Sponsor covenants and agrees that it will, at its own expense, defend any and all Claims against the Released Parties, which may be brought in connection or as a result of this Agreement. Sponsor will satisfy, pay and discharge any and all settlement agreements, judgments, orders or decrees that may be entered against the Released Parties in any such action or proceeding.

Sponsor agrees, at Sponsor's expense, after written notice from the City, to defend any action against the City that falls within the scope of an indemnity provided in this Section, or the City, at the City's option, may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by Sponsor.

The Parties agree that the provisions of this Section do not benefit any third party, and are not intended to benefit any person or entity that is not a party to this Agreement. Instead, the provisions of this Section are solely for the City's benefit.

VII. LIMITATION OF LIABILITY

The City's total liability to Sponsor for any and all liabilities, claims, or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not in the aggregate, exceed 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 \$345,000.

In no event shall be City be liable to the Sponsor for any punitive, exemplary, special, indirect, incidental, or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption of data), or attorney's fees and costs, arising out or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even of the parties have been advised of the possibility of such damages or loss.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. TERMINATION WITHOUT CAUSE

Either Party may cancel this Agreement without cause upon providing written notice at least sixty (60) days in advance to the other Party.

XVII. 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.

XVIII. 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.

XIX. 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.

As to the City:

Gina Madariaga
City of Hialeah
501 Palm Avenue – 4th Floor
Hialeah, FL 33010
Tel: (305) _____
Fax: (305) _____

As to the Sponsor:

Sandra Ochoa
VP of Member Engagement
Barbara Ferreiro
Chief Brand Office
9725 NW 117th Ave, Suite 200
Miami, Florida 33178
Phone: (954) 514-9360
Cell: (786) 518-8680
sochoa@canohealth.com

XX. 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.

I. Authority. The person signing on behalf of Sponsor is an officer of Sponsor with full authority to execute this Agreement without further action from Sponsor. Upon execution, this Agreement shall be binding on Sponsor.

[REST OF THIS PAGE LEFT INTENTIONALLY BLANK.
SIGNATURE PAGE TO FOLLOW]

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 Esteban Bovo Date

Approved as to form and legal sufficiency:

Lorena E. Bravo, City Attorney

Authorized signature for
Cano Health, LLC
9725 NW 117 Avenue
Suite 200
Medley, Florida 33178

By: _____
Title: _____
Date: _____

Witness:
Signature _____
Name _____
Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ online notarization or ___ physical presece, this ___ day of _____, 2021 by _____, _____/Authorized signatory for Cano Health, LLC, a Florida Limited Liability Company, who is personally known to me or who has produced _____ as identification.

(SEAL)

Notary Public

Print Name

My Commission Expires: _____