



Budget Amendment Form

Department Recreation & Human Services	Date 10/16/2023
--------------------------------------------------	---------------------------

Fund(s) to be changed: General Fund

GL Account	GL Line Item	Transfer to:	Transfer from:
001.72.572.5464	Community Special Events - Soccer	\$ 5,000.00	
001.72.572.4808	Public Relations/Promotions	\$ 4,350.34	
001.00.366.3663	Contributions & Donations		\$ 9,350.34
TOTAL (Columns must be equal)		\$ 9,350.34	\$ 9,350.34

Description:

SHOMA's Donation for the Soccer Uniforms - Tuesday, Thursday, & Saturday Soccer. FY24

INVOICE

M Style Marketing
38 Bellefair Rd
Rye Brook, NY 10573

info@mstylemarketing.com
+1 (914) 412-3702
mstylemarketing.com



North Bay Village

Bill to

Julie Leonardi
North Bay Village
1666 Kennedy Causeway Suite 300
North Bay Village, FL 33141

Invoice details

Invoice no.: 054-1060
Terms: Due on receipt
Invoice date: 10/17/2023
Due date: 10/17/2023

#	Date	Product or service	SKU	Qty	Rate	Amount
1.	10/17/2023	Creative Services NBV Soccer Kit Creative and Design		1	\$5,000.00	\$5,000.00
2.		• NBV Soccer Kit Creative				\$0.00
3.		• Creative presentations and revisions				\$0.00
4.		• Sponsor updates and revisions				\$0.00
5.		• Production and Vendor Coordination				\$0.00
6.		• Development of Mayoral Soccer Program Logo				\$0.00
7.		• Vendor element for webstore management				\$0.00

Total **\$5,000.00**

Ways to pay



Overdue

10/17/2023



Order Confirmation #: 00197324

Make checks payable to: The Axis Sports Group Inc.

2628 NE 2nd Ave.,
Miami FL 33137
Toll Free Tel. (888) 646-6822 Fax. (800) 823-1633
Tel. (905) 731-5890 Fax. (905) 731-3160

Bill To:

//North Bay Village Soccer
1666 Kennedy Causeway STE 300
North Bay Village FL 33141
USA

Ship To:

//North Bay Village Soccer
1666 Kennedy Causeway STE 300
North Bay Village FL 33141
USA

SALESPERSON	YOUR NO.	SHIP VIA	COL	PPD	SHIP DATE	TERMS	DATE	PG.	
Marie!	Order	UPS		X	11/7/2023	Prepaid	10/19/2023	2	
QTY	ITEM NO.	DESCRIPTION			PRICE	UNIT	DISC %	EXTENDED	TAX
18	1022SS.PI.YC	Performance.SS.PI.YL			US\$8.25			US\$148.50	0.EX
7	1022SS.PI.A	Performance.SS.PI.S			US\$8.25			US\$57.75	0.EX
3	1022SS.PI.B	Performance.SS.PI.M			US\$8.25			US\$24.75	0.EX
1	1022SS.PI.C	Performance.SS.PI.L			US\$8.25			US\$8.25	0.EX

A 35% DEPOSIT MUST BE PAID BEFORE ADMIRAL CAN START ANY WORK THAT REQUIRES EMBELLISHMENT. PLS CALL CREDIT DEPT. AT 1.888.646.6822 & REFERENCE THE CONFIRMATION # ABOVE. THE BALANCE IS PAYABLE PRIOR TO SHIPPING.

Freight to be added upon shipping	SALE AMT.	US\$4,251.00	
	FREIGHT	US\$0.00	0.EX
	TAX 1	US\$0.00	
	TAX 2	US\$0.00	
	TOTAL AMT.	US\$4,251.00	
	PAID TODAY	US\$0.00	
BALANCE DUE		US\$4,251.00	



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Miami FL 33137
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North Bay Village FL 33141
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Ship To:

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SALESPERSON	YOUR NO.	SHIP VIA	COL	PPD	SHIP DATE	TERMS	DATE	PG.
MarieI	Order	UPS		X	11/7/2023	Prepaid	10/19/2023	1
QTY.	ITEM NO.	DESCRIPTION	PRICE	UNIT	DISC %	EXTENDED	TAX	
		https://admiral.c3d.tech/en_us						
20	1099.YA	SUB Jersey short-sleeve-YS	US\$35.00			US\$700.00	0.EX	
15	1099.YB	SUB Jersey short-sleeve-YM	US\$35.00			US\$525.00	0.EX	
5	1099.YC	SUB Jersey short-sleeve-YL	US\$35.00			US\$175.00	0.EX	
5	1099.A	SUB Jersey short-sleeve-S	US\$35.00			US\$175.00	0.EX	
7	1099.B	SUB Jersey short-sleeve-M	US\$35.00			US\$245.00	0.EX	
6	1099.C	SUB Jersey short-sleeve-L	US\$35.00			US\$210.00	0.EX	
20	2099.YA	SUB Short-YS	US\$20.00			US\$400.00	0.EX	
15	2099.YB	SUB Short-YM	US\$20.00			US\$300.00	0.EX	
5	2099.YC	SUB Short-YL	US\$20.00			US\$100.00	0.EX	
5	2099.A	SUB Short-S	US\$20.00			US\$100.00	0.EX	
5	2099.B	SUB Short-M	US\$20.00			US\$100.00	0.EX	
28	3099.JR	Sub Sock Sleeve_Junior	US\$7.50	each		US\$210.00	0.EX	
12	3099.Y	Sub Sock Sleeve_Youth	US\$7.50	each		US\$90.00	0.EX	
10	3099.A	Sub Sock Sleeve_Adult	US\$7.50	each		US\$75.00	0.EX	
72	9999.Sponsor.Ad	DTF Transfer Mayor Brent Latham's Logo on Front Chest	US\$1.75	Ea.		US\$126.00	0.EX	
72	9999.Logo	DTF Transfer SHOMA logo on Right Sleeve	US\$1.75	Ea.		US\$126.00	0.EX	
19	1022SS.PI.YA	Performance.SS.PI.YS	US\$8.25			US\$156.75	0.EX	
24	1022SS.PI.YB	Performance.SS.PI.YM	US\$8.25			US\$198.00	0.EX	

A 35% DEPOSIT MUST BE PAID BEFORE ADMIRAL CAN START ANY WORK THAT REQUIRES EMBELLISHMENT. PLS CALL CREDIT DEPT. AT 1.888.646.6822 & REFERENCE THE CONFIRMATION # ABOVE. THE BALANCE IS PAYABLE PRIOR TO SHIPPING.

Freight to be added upon shipping

SALE AMT.
FREIGHT
TAX 1
TAX 2
TOTAL AMT.
PAID TODAY

BALANCE DUE



Order #: 00197324

SALES CONFIRMATION

THIS IS A CONFIRMATION OF YOUR ORDER. ADMIRAL REQUIRES AN APPROVAL OF THIS CONFIRMATION BEFORE WE CAN START WORK ON YOUR ORDER. PLEASE REVIEW ALL OF THE DETAILS CAREFULLY TO ENSURE THAT WE HAVE INTERPRETED YOUR REQUIREMENTS PROPERLY.

Bill To:

North Bay Village Soccer
1666 Kennedy Causeway STE 300
North Bay Village FL 33141
USA

Ship To

North Bay Village Soccer
1666 Kennedy Causeway STE 300
North Bay Village FL 33141
USA

SALESPERSON	CUST. ORDER REFERENCE	SHIP VIA	COL	PPD	ESTIMATED SHIP DATE	TERMS	DATE	PG
Marcel	Order	UPS		X	11 7 2023	Prepaid	10/19/2023	1
QTY.	ITEM NO	DESCRIPTION	PRICE	UNIT	DISC %	EXTENDED	TAX	
		https://admiral.c3d.tech/en_us						
20	1099.YA	SUB Jersey short-sleeve-YS	US\$35.00			US\$700.00	0.00	EX
15	1099.YB	SUB Jersey short-sleeve-YM	US\$35.00			US\$525.00	0.00	EX
5	1099.YC	SUB Jersey short-sleeve-YL	US\$35.00			US\$175.00	0.00	EX
5	1099.A	SUB Jersey short-sleeve-S	US\$35.00			US\$175.00	0.00	EX
7	1099.B	SUB Jersey short-sleeve-M	US\$35.00			US\$245.00	0.00	EX
6	1099.C	SUB Jersey short-sleeve-L	US\$35.00			US\$210.00	0.00	EX
20	2099.YA	SUB Short-YS	US\$20.00			US\$400.00	0.00	EX
15	2099.YB	SUB Short-YM	US\$20.00			US\$300.00	0.00	EX
5	2099.YC	SUB Short-YL	US\$20.00			US\$100.00	0.00	EX
5	2099.A	SUB Short-S	US\$20.00			US\$100.00	0.00	EX
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12	3099.Y	Sub Sock Sleeve_Youth	US\$7.50	each		US\$90.00	0.00	EX
10	3099.A	Sub Sock Sleeve_Adult	US\$7.50	each		US\$75.00	0.00	EX
72	9999.Sponsor Ad	DTF Transfer Mayor Brent Latham's Logo on Front Chest	US\$1.75	Ea		US\$126.00	0.00	EX
72	9999.Logo	DTF Transfer SHOMA logo on Right Sleeve	US\$1.75	Ea		US\$126.00	0.00	EX
19	1022SS.Dark_PI	Performance SS PI YS (Dark)	US\$8.25			US\$156.75	0.00	EX
24	1022SS.Dark_PI	Performance SS PI YM (Dark)	US\$8.25			US\$198.00	0.00	EX
18	1022SS.Dark_PI	Performance SS PI YL (Dark)	US\$8.25			US\$148.50	0.00	EX
7	1022SS.Dark_PI	Performance SS PI S (Dark)	US\$8.25			US\$57.75	0.00	EX
3	1022SS.Dark_PI	Performance SS PI M (Dark)	US\$8.25			US\$24.75	0.00	EX
1	1022SS.Dark_PI	Performance SS PI L (Dark)	US\$8.25			US\$8.25	0.00	EX
Freight to be added upon shipping						SALE AMT.	US\$4,251.00	
						FREIGHT	US\$99.34	0.00
						TAX 1	US\$0.00	
						TAX 2	US\$0.00	
						TOTAL AMT.	US\$4,350.34	
						PAID TODAY	US\$1,487.85	
						BALANCE DUE	US\$2,862.49	

RESOLUTION NO. 2023-125

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A SPONSORSHIP AGREEMENT WITH SHOMA NORTH BAY VILLAGE, LLC RELATED TO UNIFORMS FOR THE VILLAGE'S SOCCER PROGRAMS; PROVIDING FOR AUTHORIZATION; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") organizes and hosts the Competitive Recreational Soccer Program and Saturday Soccer Program (the "Soccer Programs") at the TIES Athletic Field located at 7540 E Treasure Drive, North Bay Village, FL 33141; and

WHEREAS, Shoma North Bay Village, LLC (the "Sponsor") has offered to contribute funding for uniforms for the Soccer Programs in exchange for certain promotional rights; and

WHEREAS, the Village Commission desires to approve a sponsorship agreement, in substantially the form attached hereto as Exhibit "A" (the "Sponsorship Agreement"), with the Sponsor and authorize the Village Manager to execute the Sponsorship Agreement; and

WHEREAS, on September 28, 2023, the Village Commission adopted Resolution No. 2023-109 approving the budget for fiscal year 2023-2024 (the "Budget"); and

WHEREAS, pursuant to Section 166.241, Florida Statutes, the Village Commission may amend a budget at any time within a fiscal year; and

WHEREAS, in order to provide the necessary funding for the Services and pursuant to Section 35.21 of the Village Code of Ordinances and Florida Law, the Village Commission desires to amend the Budget consistent with the staff memorandum accompanying this resolution by authorizing the line item transfers as further provided in Exhibit "B" attached hereto and incorporated herein; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. That the Village Commission hereby approves the Sponsorship Agreement, in substantially the form attached hereto as Exhibit "A," with the Sponsor.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Sponsorship Agreement, in substantially the form attached hereto as Exhibit "A," subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

Section 4. Amending Budget. That the Village Commission hereby approves an amendment to the budget by authorizing the line item transfers as further provided in Exhibit "B" attached hereto and incorporated herein.

Section 5. Implementation. That the Village Manager, Village Clerk, and Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 6. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Chervony who moved its adoption. The motion was seconded by Commissioner Streitfeld and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	<u>Yes</u>
Vice Mayor Richard Chervony	<u>Yes</u>
Commissioner Goran Cuk	<u>Yes</u>
Commissioner Andy Rotondaro	<u>Yes</u>
Commissioner Rachel Streitfeld	<u>Yes</u>

PASSED AND ADOPTED on this 16th day of October, 2023.

Brent Latham

Brent Latham, Mayor

ATTEST:

Alba L. Chang

Alba L. Chang, CMC
Village Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Haydee Serota

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

EXHIBIT "A"

**SPONSORSHIP AGREEMENT
BETWEEN
NORTH BAY VILLAGE
AND
SHOMA NORTH BAY VILLAGE, LLC**

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2023 (the "Effective Date"), by and between **NORTH BAY VILLAGE, FLORIDA**, a Florida municipal corporation, (the "Village") and **SHOMA NORTH BAY VILLAGE, LLC**, a Florida limited liability company (hereinafter, the "Sponsor").

WHEREAS, the Village is the organizer and host of a Competitive Recreational Soccer Program and Saturday Soccer Program (the "Soccer Programs"); and

WHEREAS, the Sponsor has agreed to contribute funding for uniforms for the Soccer Programs (the "Soccer Uniforms") and, in exchange, shall receive certain promotional rights with respect to the soccer uniforms; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Village and the Sponsor agree as follows:

1. Sponsorship Terms.

1.1. Sponsorship. Sponsor and Village acknowledge and agree that Sponsor shall be an official sponsor of the Soccer Uniforms in accordance with the terms and conditions of this Agreement.

1.2. Sponsor Contribution and Payment. Sponsor agrees to pay the Village an amount to be agreed upon between the Village Manager and the Sponsor to sponsor the Soccer Uniforms (the "Contribution"). The Contribution will be paid to the Village upon receipt of the Village's invoice. It is expressly acknowledged and agreed that any and all payments made in connection with this Agreement are non-refundable.

1.3. Exclusivity. Sponsor shall be the sole and exclusive sponsor for the Soccer Uniforms. Nothing herein shall be deemed to prevent the Village from obtaining additional sponsors related to the Soccer Programs.

1.4. Right of First Refusal. Sponsor shall have the right of first refusal to sponsor the Soccer Uniforms for the next Soccer Programs season beginning approximately in August 2024 and ending approximately in May 2025 (the "2024-2025 Season"). Sponsor shall have thirty (30) days from the date that the Village presents the sponsorship deck to Sponsor to accept or refuse such offer. The right of first

refusal specified hereunder shall only be applicable for the 2024-2025 Season, unless otherwise negotiated in future sponsorship agreements.

1.5. Term. The Contribution allows the Sponsor to have its logo on the soccer uniforms for one season, commencing on the Effective Date and ending on June 6, 2024.

2. Use of Logo; Intellectual Property, Advertising and Promotion.

2.1. Use of logo. The Sponsor grants the Village a limited license and right to use Sponsor's trademarks, trade names, logo designs, and company description, as submitted to the Village, for the soccer uniforms and in any medium of advertising, marketing materials, and/or promotional goods distributed solely in conjunction with the Soccer Programs.

2.2. The Parties expressly acknowledge and agree that Sponsor's trademarks, label designs, product identifications, artwork, and other symbols and devices associated with Sponsor's goods and services (collectively, "Sponsor's Trademarks") are and shall remain Sponsor's property at all times, the foregoing notwithstanding.

3. Termination. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Sponsor, or immediately with cause.

4. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

5. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

6. Entire Agreement/Modification/Amendment.

6.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

6.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

7. Nonassignability. This Agreement shall not be assignable by Sponsor unless such assignment is first approved by the Village Manager.

8. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
9. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
10. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
11. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

[Remainder of page intentionally left blank. Signature page follows.]

SPONSORSHIP AGREEMENT
BETWEEN
NORTH BAY VILLAGE
AND
SHOMA NORTH BAY VILLAGE, LLC

THIS AGREEMENT (this “Agreement”) is made effective as of the 27 day of November, 2023 (the “Effective Date”), by and between **NORTH BAY VILLAGE, FLORIDA**, a Florida municipal corporation, (the “Village”) and **SHOMA NORTH BAY VILLAGE, LLC**, a Florida limited liability company (hereinafter, the “Sponsor”).

WHEREAS, the Village is the organizer and host of a Competitive Recreational Soccer Program and Saturday Soccer Program (the “Soccer Programs”); and

WHEREAS, the Sponsor has agreed to contribute funding for uniforms for the Soccer Programs (the “Soccer Uniforms”) and, in exchange, shall receive certain promotional rights with respect to the soccer uniforms; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Village and the Sponsor agree as follows:

1. Sponsorship Terms.

1.1. Sponsorship. Sponsor and Village acknowledge and agree that Sponsor shall be an official sponsor of the Soccer Uniforms in accordance with the terms and conditions of this Agreement.

1.2. Sponsor Contribution and Payment. Sponsor agrees to pay the Village an amount to be agreed upon between the Village Manager and the Sponsor to sponsor the Soccer Uniforms (the “Contribution”). The Contribution will be paid to the Village upon receipt of the Village’s invoice. It is expressly acknowledged and agreed that any and all payments made in connection with this Agreement are non-refundable.

1.3. Exclusivity. Sponsor shall be the sole and exclusive sponsor for the Soccer Uniforms. Nothing herein shall be deemed to prevent the Village from obtaining additional sponsors related to the Soccer Programs.

1.4. Right of First Refusal. Sponsor shall have the right of first refusal to sponsor the Soccer Uniforms for the next Soccer Programs season beginning approximately in August 2024 and ending approximately in May 2025 (the “2024-2025 Season”). Sponsor shall have thirty (30) days from the date that the Village presents the sponsorship deck to Sponsor to accept or refuse such offer. The right of first refusal specified hereunder shall only be applicable for the 2024-2025 Season, unless otherwise negotiated in future sponsorship agreements.

1.5. **Term.** The Contribution allows the Sponsor to have its logo on the soccer uniforms for one season, commencing on the Effective Date and ending on June 6, 2024.

2. **Use of Logo; Intellectual Property, Advertising and Promotion.**

2.1. **Use of logo.** The Sponsor grants the Village a limited license and right to use Sponsor's trademarks, trade names, logo designs, and company description, as submitted to the Village, for the soccer uniforms and in any medium of advertising, marketing materials, and/or promotional goods distributed solely in conjunction with the Soccer Programs.

2.2. The Parties expressly acknowledge and agree that Sponsor's trademarks, label designs, product identifications, artwork, and other symbols and devices associated with Sponsor's goods and services (collectively, "Sponsor's Trademarks") are and shall remain Sponsor's property at all times, the foregoing notwithstanding.

3. **Termination.** The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Sponsor, or immediately with cause.

4. **Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

5. **Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

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6.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

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thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

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10. **Survival of Provisions**. Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
11. **Counterparts**. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

[Remainder of page intentionally left blank. Signature page follows.]

