

# TOWN OF DAVIE

## TOWN COUNCIL AGENDA REPORT

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Chief John George/693-8320  
Prepared by: Nina B. Valdez

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** District 2

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN UNIVERSITY ASSOCIATES, LTD. AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.

**REPORT IN BRIEF:** University Associates, Ltd., would like to enter into an agreement with the Town of Davie Police Department, wherein the owner/association specifically grants the Town power and authority to enforce traffic control on the property of the owner/association, which is required by law to enable enforcement of traffic laws on private roadways and streets within this community.

**PREVIOUS ACTIONS:** N/A

**CONCURRENCES:** N/A

**FISCAL IMPACT:**

Has request been budgeted: N/A

If yes, expected cost: \$

Account Name:

If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments:

**RECOMMENDATION(S):** Motion to approve resolution

**Attachment(s):** Resolution  
Agreement for Traffic Control (owner/association signed)

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN UNIVERSITY ASSOCIATES, LTD. AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.

WHEREAS, University Associates, Ltd. and the Davie Police Department would like to enter into an "Agreement for Traffic Control"; and

WHEREAS, University Associates, Ltd. has the authority to sign said agreement, and has done so; and

WHEREAS, the Davie Police Department requests the Mayor add his signature to said Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA

SECTION 1. The Town Council of the Town of Davie hereby authorizes the Mayor to execute the "Agreement for Traffic Control," attached hereto as Exhibit A.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2006

\_\_\_\_\_  
MAYOR/COUNCIL MEMBER

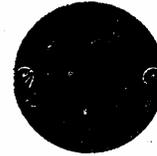
ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006



**DAVIE POLICE DEPARTMENT**  
 1230 South Nob Hill Road  
 Davie, FL 33324  
 (954) 693-8200  
 FAX: (954) 693-8399 (Road Patrol)



**AGREEMENT FOR TRAFFIC CONTROL**

The Town of Davie, Florida, a municipal corporation of the State of Florida, (hereinafter referred to as the "Town"), and University Associates, Inc (hereinafter referred to as the "Owner"), agree on this 29 day of March, 2006 to enter into the following Traffic Jurisdiction Agreement.

**WHEREAS**, the Owner currently holds legal title to that parcel of real property which is the subject of this Agreement, as more particularly described on Exhibit "A" attached hereto (the "Property" or "Common Areas"); and

**WHEREAS**, the Town, its duly appointed officers, employees and agents, recognizes that it has full power and jurisdiction to enforce all laws of the nation, state, county and city, duly enacted, excluding those traffic control and enforcement of same on the private property of Owner; and

**WHEREAS**, the Owner wishes to specifically grant the Town the power and authority to enforce traffic control on the Property and to grant an easement for ingress and egress for said purpose; and

**WHEREAS**, pursuant to Florida Statutes §316.006(2)(b), Owner wishes to have the Town exercise jurisdiction for traffic regulation over a private or limited access road or roads (the "Roads"), owned or maintained by Owner upon the property.

**WITNESSETH**

**NOW, THEREFORE**, for and in consideration of the mutual covenants and undertakings of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The Owner agrees that the Town shall have jurisdiction to enforce state, county and city traffic regulations over any Roads within the private property.
3. The Town hereby agrees to exercise jurisdiction for traffic control purposes over any Roads within the private property.
4. Either party may terminate this Agreement upon sixty (60) days written notice to the other party.
5. The Owner, in further consideration for the above stated commitments of the Town, does hereby declare, establish, provide, give and grant to the Town, its successors, administrators and assigns, a non-exclusive easement for ingress and egress over the private property for the purpose of providing traffic control.

6. The Owner agrees to indemnify and hold the Town of Davie, its officers and elected officials, its employees, assigns and agents, the Town of Davie Police Department, its employees, agents and assigns, and the Police Chief, his heirs and assigns, harmless from and against any and all claims or causes of action resulting from personal injury or damage to property caused by or arising from any lawful action(s) effectuated by members of the Town of Davie authorized by this Agreement. Nothing in this Agreement shall be construed to effect in any way the Town's rights, privileges and immunities as set forth in Florida Statute §768.28.
7. The Owner agrees to reimburse the Town of Davie for any actual costs of traffic control and enforcement necessitated by this Agreement over and above the normal costs of traffic control and enforcement typically incurred by the Town of Davie in exercising such control over all streets and highways located within its boundaries, such as additional costs related to signage conforming with state law.
8. Any notices required under this Agreement shall be deemed to have been duly given on the date said notice was mailed by United States Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the Town or the Owner, as the case may be, at the address set below for each such party, or to such other address as any party may, from time to time, specify by written notice to all other parties.
9. No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.
10. The Owner expressly understands and agrees that nothing contained herein is intended or should be construed as creating or establishing a duty or obligation of the Town to provide traffic jurisdiction to the private property. The Town's presence on, or use of the premises, does not in any way create or establish in favor of Owner a level of prevention or the enforcement of traffic laws greater than the Town owes to the general public.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals for the purposes herein expressed on the day and year first above written.

WITNESSES:

THE TOWN OF DAVIE, FLORIDA

\_\_\_\_\_ BY: \_\_\_\_\_ Signature

TITLE:

Print Name

ADDRESS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

ATTESTED BY:

\_\_\_\_\_  
TOWN ATTORNEY

Approved as to form and legality for the use and reliance of the Town of Davie, Florida, only

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_, of the Town of Davie, Florida, a municipal corporation of the State of Florida, who is \_\_\_\_ personally known to me, or who has produced \_\_\_\_\_ as identification, and who did/did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

\_\_\_\_\_  
Type, Stamp, Print Name

MY COMMISSION EXPIRES:

WITNESSES:

Phelle  
Signature

ROSE NOBLE  
Print

[Signature]  
Signature

GEORGE MENDOZA  
Print

OWNER:

BY: [Signature]  
Signature

JEFF BRANDON  
Print

ADDRESS: 305 Bivins Rd. Miami

305 669 5086  
Phone Number

**THE FOREGOING INSTRUMENT MUST BE NOTARIZED OR ATTESTED TO BY A CERTIFIED POLICE OFFICER (F.S. 117.10)**

The foregoing instrument was sworn and Subscribed before me:

STATE OF FLORIDA  
COUNTY OF BROWARD  
(AFFIX SEAL)

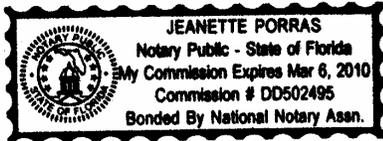
\_\_\_\_\_  
Signature of Attesting Officer, I.D. #

The foregoing instrument was acknowledged before me this 30 day of March, 2006 by Jeff Brandon, who is  personally known to me, or \_\_\_\_\_ who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name

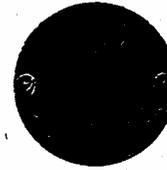
Date: \_\_\_\_\_

Notary Public: [Signature]





**DAVIE POLICE DEPARTMENT**  
 1230 South Nob Hill Road  
 Davie, FL 33324  
 (954) 693-8200  
 FAX: (954) 693-8399 (Road Patrol)



**AUTHORITY TO ENTER PREMISES AGREEMENT**

University Associates Ltd, a Corporation/ Owner,  
 (Name of Corporation/Name of Owner)  
 located at 5761 Bird Rd Miami FL 33155 hereby  
 (Corporate/Owner Mailing Address & Phone Number)

authorizes the Town of Davie Police to enter the below described property, located in the Town of Davie, Broward County, Florida, without limitations or restrictions and at their discretion to enforce municipal traffic laws, criminal state statutes and municipal ordinances and perform any and all police-related activity.

**Please Give Physical Address Below and**

**Attach a copy of the Legal Description of the Property (See example of Legal**

**Description - "Exhibit A" attached)**

DBA: University Park Plaza  
3400 S University Dr Davie, FL  
 (Address of Property)

University Assoc Ltd., expressly understands and agrees that  
 (Name of Corporation/Owner)

since the above-described property is privately owned, the Town of Davie Police Department may choose not to conduct routine patrol upon said property nor accepts the obligation to conduct routine police-related activities on said property.

The Town of Davie Police may arrest, at its discretion, those person(s) believed to be trespassing or committing other criminal violations on said property.

Upon an arrest for a criminal violation, University Assoc Ltd agrees to  
(Name of Corporation/Owner)

assist in the criminal prosecution of said offender.

University Assoc Ltd hereby agrees to communicate the terms  
(Name of Corporation/Owner)

and conditions of this agreement to any and all parties present on the above described property by reason of lease, rental, assignment, contract, invitation, employments, etc.

University Assoc Ltd further agrees to notify the Town of Davie  
(Name of Corporation/Owner)

through the Chief of Police for the Town of Davie Police Department ninety (90) days prior to the sale, transfer or assignment of the property or any portion thereof. This notification must be accomplished through the United States Mail, certified, return receipt requested.

University Assoc. Ltd agrees to indemnify and hold the Town of  
(Name of Corporation/Owner)

Davie, its employees, assigns and agents, the Town of Davie Police Department, its officers, employees, agents and assigns, and Police Chief John A. George, his heirs and assigns, harmless from and against any and all claims or causes of action resulting from personal injury or loss to property caused by or arising from an arrest(s) or other lawful action(s) effectuated by members of the Town of Davie Police Department.

Nothing in this agreement shall be construed to effect in any way the Town's rights, privileges and immunities as set forth in Florida Statutes 768.28.

University Assoc Ltd expressly understands and agrees that  
(Name of Corporation/Owner)

nothing contained herein is intended or should be construed in any way as creating or establishing the duty or obligation of the Town of Davie to provide security or protection to the above-described property. University Assoc Ltd

(Name of Corporation/Owner)

further understands and agrees that nothing contained herein is intended or should be



Does this property conduct business under any other names? If yes, please list below the DBAs:

~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~

Print Names and List Phone Numbers of EMERGENCY CONTACTS:

The Brandon Co 305 669 8086

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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