

# TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Chris Kovanes, Programs Administrator / 797-1102

**SUBJECT:** Resolution

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERIM RIGHT-OF-WAY AGREEMENT BETWEEN THE TOWN OF DAVIE AND YIPES COMMUNICATIONS, INC; AND PROVIDING FOR AN EFFECTIVE DATE.

**REPORT IN BRIEF:** This agreement grants permission for Yipes Communications, Inc. to utilize a portion of the Town's public rights of way. Yipes Communications, Inc. installs fibre optic cable as a wholesale service. They sell the capacity of their cable to other companies.

The agreement is consistent with the agreement recently adopted for FPL FibreNet LLC. The terms include an application and permit fee of \$2500.00. The terms include requiring a construction bond, provision of insurance naming the Town of Davie as an additional insured and indicates the agreement is temporary. It would need to be replaced upon adoption of a permanent Right-Of-Way Ordinance by the Town of Davie.

**PREVIOUS ACTIONS:** Not Applicable

**CONCURRENCES:** Not Applicable

**FISCAL IMPACT:** The Town will receive an application fee of \$2500.00.

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

Attachment(s):

Resolution,

Agreement,

Liability Insurance Certificate

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A TEMPORARY RIGHT-OF-WAY AGREEMENT BETWEEN THE TOWN OF DAVIE AND YIPES COMMUNICATIONS, INC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 95-403, Florida Laws, authorizes competition in the local exchange telecommunications business, effective January 1, 1996, and provides for alternative local exchange telecommunications companies to be certified by the Florida Public Service Commission; and

WHEREAS, Yipes Communications, Inc. has been certified by the Florida Public Service Commission as an alternative local exchange telecommunications company and desires to utilize a portion of the Town’s public rights-of-way; and

WHEREAS, the Town has the right and authority to manage the public rights-of-way of the Town, and to establish reasonable requirements for the use of the public rights-of-way of the Town; and

WHEREAS, Yipes Communications, Inc. has requested approval for the use of right-of-way from the Town; and

WHEREAS, the Town and Yipes Communications, Inc. have negotiated this Agreement which is mutually agreeable to both parties.

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

SECTION 1. That the recitals set forth above are true and correct and are made a part of this resolution.

SECTION 2. The Town Council of the Town of Davie hereby approves the aforementioned agreement and authorizes the Mayor to execute the Temporary Right-Of-Way Use Agreement , a copy of which is attached as Exhibit “A”.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ , 2001.

ATTEST:

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

\_\_\_\_\_  
TOWN CLERK  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ , 2001

## RIGHT-OF-WAY USE AGREEMENT

**THIS AGREEMENT**, dated the \_\_\_\_\_ day of \_\_\_\_\_ 2001, is by and between the **Town of Davie**, a municipal corporation, whose address is 6591 Orange Drive, Davie, Florida 33313 (Hereinafter referred to as the "Town") and **Yipes Transmission, Inc.**, a California Corporation authorized to do business in the State of Florida (Hereinafter referred to as "Yipes").

**WHEREAS** Chapter 95-403, Florida Laws, authorizes competition in the local exchange telecommunications business, effective January 1, 1996, and provides for alternative local exchange telecommunications companies to be certified by the Florida Public Service Commission;

**WHEREAS** Yipes has been certified by the Florida Public Service Commission as an alternative local exchange Telecommunications Company and desires to utilize the Town's Public Rights-of-Way;

**WHEREAS** Town has the right and authority to manage the Public Rights-Of-Way of the Town, and to establish reasonable requirements for use of the Public Rights-Of-Way of the Town;

**WHEREAS** Yipes has requested from the Town approval for the use of the Rights-Of-Way Section; and

**WHEREAS** the Town and Yipes have negotiated this Agreement which is mutually agreeable to both parties;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and intending to be legally bound thereby, the Town and Yipes enter into this Right-Of-Way Use Agreement and agree as follows:

### **SECTION 1. DEFINITIONS.**

1.1 "Agreement" or "Right-Of-Way Use Agreement" shall mean this Agreement.

1.2 "Effective Date" shall mean the date on which this Agreement is executed by the last of the two parties to execute this Agreement.

1.3 "FCC" shall mean the Federal Communications Commission.

1.4 "Recurring Local Service Revenues" means revenues from the monthly recurring charges for local service, including but not limited to (1) recurring basic area revenues derived from the provision of flat-rated basic area services, (2) recurring optional extended area revenues derived from the provision of optional extended area services, (3) local private line revenues derived from local services which provide

communication between specific locations, either through dedicated circuits, private switching arrangements, predefined transmission paths, whether virtual or physical, or any other method of providing such services; (4) revenues derived from the sale of local services for resale; and (5) other local service revenues from the provision of secondary features that are integrated with the telecommunications network, including, without limitation, services such as call forwarding, call waiting, and touchtone line service. Recurring local service revenues do not include revenues from (1) toll charges for the transmission of voice, data, video, or other information; (2) access charges paid to Yipes by carriers for origination and/or termination of toll telephone service as defined in §203.012(7), Florida Statutes, or other charges required by the FCC which are directly passed through to end users; (3) interstate service; (4) ancillary services such as directory advertising, directory assistance, detailed billing services, inside wire maintenance plans, bad check charges, and non-recurring charges for installation, move, changes or termination services; (5) cellular mobile telephone or telecommunications services; or specialized mobile telephone or telecommunications service; or specialized mobile telephone or telecommunications services; or specialized mobile radio, or pagers or paging service, or related ancillary services; (6) public telephone charges collected on site; (7) teletypewriter or computer exchange services as defined in §203.012(6), Florida Statutes; or (8) local message rated (message, unit or time basis) and minutes of use charges in excess of the minimum flat-rated charges for similar services.

1.5 "PSC" shall mean the Florida Public Service Commission.

1.6 "Telecommunications Services" shall mean any services that Yipes is authorized to provide by the FCC or the PSC. This term shall not be interpreted to include the provision of cable television services within the Town of Davie.

1.7 "Telecommunications System," "System," or "Facilities" shall refer to the system or facilities of Yipes in the Public Rights-Of-Way, as authorized by this Agreement.

## **SECTION 2. RIGHT-OF-WAY USE APPROVAL.**

**2.1 Right-of-Way Use Approval** Subject to all the terms and conditions contained herein, and to all State and local laws, the Town hereby grants Yipes permission to use the Right-Of-Way Section to construct, install, operate, repair, and maintain its Telecommunications Facilities in accordance with plans approved by the Town Engineer.

**2.2 Nonexclusive/Priority** The permission hereby granted shall be nonexclusive. This approval does not establish any priority for the use of the public rights-of-way of the Town by Yipes.

**2.3 Term of Use Approval** The term of this Agreement shall be five (5) years from the Effective Date unless earlier terminated or partially terminated as provided in §2.4 below. Yipes shall, upon request, be entitled to a 5-year renewal of this

Agreement, subject to the fees applicable to the use of the Town's Right-Of-Way for such facilities, in effect at the time of the renewal.

**2.4 Termination** This Agreement shall terminate prior to the above-described term upon the occurrence of any of the following:

a. Upon the Town's enactment of an ordinance consistent with §337.401, Florida Statutes, as amended by §50 of SB 1338 in the 2000 Legislative Session ("§50"), in which event Yipes shall have one hundred twenty (120) days to register in accordance with the lawful registration provisions of the Town's ordinance, as required at the time of the termination; and Yipes shall be subject to the lawful provisions of such an ordinance. Following such termination of this Agreement, Yipes shall be entitled to continue to use the Rights-Of-Way, without interruption, subject to compliance with the one hundred twenty (120) day registration requirement; or

b. On September 30, 2001, if the provisions of §337.401, Florida Statutes, in effect on that date continue to limit local governments to a registration procedure as opposed to an agreement or franchise for access to their Rights-Of-Way. Yipes shall have one hundred twenty (120) days to register in accordance with said section and the provisions of this Agreement shall terminate, except for the provisions of this paragraph and as set forth in paragraph 7.4 of this Agreement. Yipes shall be entitled to continue to occupy the Right-Of-Way Section subject to compliance with the one hundred twenty (120) day registration requirement; or

c. If this Agreement is not terminated pursuant to (a) or (b) above, or otherwise, then at such time as §202-24(2)(a), Florida Statutes, as enacted by SB 1338 in the 2000 Legislative Session or §337.401, Florida Statutes, as amended by §51 of SB 1338 in the 2000 Legislative Session, or other similar statutory provisions become effective prohibiting a local government from requiring the payment of fees now required under §3.1 of this Agreement, then §3.1 shall no longer be effective.

**2.5 Governing Requirement** Yipes shall, at all times during the life of this Agreement, be subject to all lawful exercise of the police power by the Town, provided that such police power shall not alter the Grantee's rights or obligations under this Agreement.

### **SECTION 3. FEE.**

**3.1 Payment of Fee** Yipes shall pay to the Town a fee equal to one percent (1%) of its Gross Receipts on recurring local services revenues from Telecommunications Services provided within the municipal limits of the Town. Included within such one percent (1%) maximum fee or consideration are all taxes, licenses, fees, in-kind contributions accepted pursuant to §337.401(5), Florida Statutes, and other impositions except *ad valorem* taxes and amounts for assessments for special benefits, such as sidewalks, street pavings, and similar improvements, and occupational license taxes levied or imposed by the Town upon a Telecommunications Company.

**3.2 Method of Payment** All payments of the fees identified in §3.1 above shall be made within thirty (30) business days after the close of each fiscal quarter, and Yipes shall file, with the Town, a statement, signed by an authorized accounting or financial representative of Yipes, of the gross receipts on recurring local service revenues derived in the preceding quarter. Any payments due not made within the time set forth herein shall accrue interest at the rate of twelve percent (12%) per annum. Acceptance of any fee payment shall not be deemed a waiver or release of any claims the Town may have for additional sums, nor be construed as an accord that the amount paid is correct.

**3.3 Application and Permit Fee** Yipes shall pay to the Town of Davie prior to the execution of this Agreement by the Town, a non-refundable fee of \$2,500.00 which shall defray the Town's costs related to the application by Yipes for this approval and the permit fees associated with the Town's review and approval of the right of way installation. In accordance with §337.401, Florida Statutes, this fee shall be a credit against any payments that become due to the Town pursuant to §3.1 of this Agreement.

#### **SECTION 4. CONSTRUCTION REQUIREMENTS.**

**4.1 Compliance With Laws** Yipes shall construct, install, operate, and maintain the Telecommunications System in a manner consistent with all Federal, State and local laws, ordinances, construction standards, FCC Technical standards and rules and regulations, and all other applicable governmental requirements, including, but not limited to the standards of the Occupational Safety and Health Administration and the National Electrical Safety Code.

**4.2 Construction Bond Required** Prior to performing any work in the Public Rights-Of-Way, Yipes shall establish in the Town's favor a construction bond in an amount adequate to ensure Yipes' faithful performance of the construction, upgrade, rebuild or other work. The construction bond shall be in an amount equal to the contractor's certified estimate for the construction, or such other estimate of cost as is reasonably acceptable to the Town Engineer and shall be in a form which is substantially similar to the public construction bond as set forth in §255.05, Florida Statutes. In the event Yipes fails to complete the work in a safe, timely and competent manner in accordance with the provisions of the permit within seven (7) days of Town's notice to Yipes of such failure or as required by applicable law, there shall be recoverable, jointly and severally from the principal and surety of the bond, any damages or loss suffered by the Town as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of Yipes, or the cost of completing the work, plus a reasonable allowance for attorneys' fees, up to the full amount of the bond.

**4.3 Guarantee** Yipes guarantees and shall maintain its restoration for twelve (12) months following its completion.

## SECTION 5. INSURANCE AND INDEMNIFICATION.

### 5.1 Indemnification

a. Yipes shall and does agree to, save, indemnify and hold the Town, elected and appointed offices, officers, boards, commissions, legal counsel, employees and agents harmless from any injury, claim, demand, suit, judgment, execution, liability, debt, damages or penalty arising out of, resulting from, or alleged to rise out of or result from any act or omission by Yipes relating to its performance under this Agreement, including Yipes' negligent acts or omissions in the operation of the Facilities together with all costs, expenses, and liabilities incurred by the Town in connection with each such claim, demand, action or proceeding. Yipes' obligation to indemnify the Town shall not include indemnification for acts or omissions of the Town, or its officers, boards, commissions, legal counsel, employees and agents, which acts are negligent, wrongful, or in bad faith.

b. In all instances in which Yipes is obligated to indemnify and hold harmless the Town as provided for in this Agreement, Yipes' obligation shall be conditioned upon (i) the Town giving Yipes written notice of all claims, damages, losses, suits and any other events which are in any way related to or asserted by the Town as a basis for such obligation, which notice shall be given within a reasonable time after the Town becomes aware thereof, and (ii) Yipes shall be afforded the sole right to the defense of such matter and the sole right to determine the disposition of such matter, unless such defense assumption and control over the disposition of the case would not be permitted by the Town's insurance carrier or excess insurance carrier without jeopardizing the Town's available coverage.

5.2 Insurance During the term of this Agreement, Yipes shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

a. Workers' compensation insurance within Florida statutory limits and employers' liability insurance with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident, or such greater minimum amount as is required by law;

b. Comprehensive general liability insurance with minimum limits of Two Million Dollars (\$2,000,000.00) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability; coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage; and coverage for loss or damage arising out of publications or utterances in the course of or related to advertising, broadcasting, telecasting or other communication activities conducted by or on behalf of Yipes;

c. Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Yipes, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of the applicable State law, including residual liability insurance with minimum limits of Two Million Dollars (\$2,000,000.00) as the combined single limit for each occurrence for bodily injury and property damage; and

d. Yipes may self-insure all or a portion of the insurance coverage and limit requirements required by this Section. In the event Yipes does self-insure, Yipes shall not be required to comply with the requirement for the naming of additional insureds as specified under §5.3 below. If Yipes elects to self-insure, Yipes shall provide to the reasonable satisfaction of the Town administration, evidence demonstrating its financial ability to self-insure the insurance coverage and limit requirements required under this Section.

**5.3 Named Insureds** All certificates of insurance shall name the Town of Davie as an additional insured.

**5.4 Cancellation of Policies of Insurance** At least thirty (30) days prior written notice shall be given to the Town by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by registered mail to the Town. In the event the required insurance is canceled, or for any reason terminated and is not replaced with a new or renewed insurance policy which covers the contractual period, Town shall suspend this Agreement until such time as a new or renewed certificate is received by the Town.

## **SECTION 6. DEFAULT.**

**6.1 Events of Default** Yipes shall be in default if, during the term of this Agreement, Yipes fails to perform or observe any term, covenant, agreement or condition of this Agreement, on the part of Yipes, to be performed within thirty (30) days after prompt written notice thereof from the Town, unless such performance shall reasonably require a longer period, in which case Yipes shall not be deemed in default if Yipes commences the required performance promptly and thereafter pursues and diligently completes such action.

**6.2 Notice and Cure** Neither party shall be in default under this Agreement or in breach of any provision hereof unless and until the other party shall have given such party written notice of such default and the defaulting party shall have failed to cure the default within thirty (30) days after receipt of such notice, provided, however, that where such default cannot reasonably be cured within such thirty (30) day period, if the defaulting party shall proceed promptly to cure the same and prosecute such cure with due diligence, the time for curing such default shall be extended for such period of time as may be reasonably necessary under the circumstances to complete such cure.

**SECTION 7. MISCELLANEOUS**

**7.1 Notices** Except as otherwise specified herein, all notices, consents, approvals, requests and other communications (herein collectively referred to as "Notices") required or permitted under this Agreement shall be effective only when given in writing and mailed by registered or certified first-class mail, return receipt requested, addressed as follows:

If to the Town:                      Town Administrator  
    Town of Davie  
    6591 Orange Drive  
    Davie, Florida 33314

If to Yipes:                              Bruce Holdridge  
    Yipes Transmission, Inc.  
    114 Sansome Street, Ninth Floor  
    San Francisco, California 94104-3820

All Notices shall be deemed given on the day of mailing. Either party may change its address for the receipt of Notices at any time by giving notice thereof to the other as provided in this Section. An authorized representative of such party must sign any Notice given by a party hereunder.

**7.2 Assignment or Transfer** Yipes may assign this Agreement without prior notice to or approval of the Town when such assignment is to: (a) a subsidiary, affiliate or parent company, (b) any firm or corporation which Yipes controls, is controlled by, or is under common control with; (c) any entity which succeeds to all or substantially all of its assets whether by merger, sale or otherwise. However, any such assignee shall provide notice to the Town within sixty (60) days after the assignment and shall provide the Town with proof of its compliance with §5.2 of this Agreement and evidence that the Assignee is certified by the PSC and authorized to do business in the State of Florida. All other assignments shall require approval of the Town Administrator, which approval shall not be unreasonably withheld, and shall be granted within fifteen (15) working days provided the assignee or transferee is certificated by the Florida PSC and has complied with the insurance requirements as required herein.

**7.3 Captions** The headings of the Sections in this Agreement are for convenience only to facilitate reading and reference to its provisions and shall not be used to construe or interpret the scope or intent of this Agreement or in any way affect the same.

**7.4 Survival** Any rights either party may have which rights accrued to that party prior to termination of this Agreement shall survive termination of the Agreement.

**7.5 Governing Law; Venue** This Agreement shall be construed pursuant to the laws of the State of Florida. Any litigation regarding this Agreement shall commence in the Circuit Court for the 17<sup>th</sup> Judicial Circuit of Florida, or in the United States District Court for the Southern District of Florida.

**7.6 Waiver of Compliance** No failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right, term or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term or condition of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach hereof.

ATTEST:

**TOWN OF DAVIE, FLORIDA**

By: \_\_\_\_\_  
Russell Muniz, Town Clerk

By: \_\_\_\_\_  
Harry Venis, Mayor

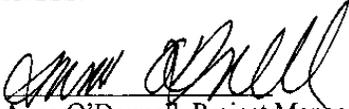
APPROVED AS TO FORM

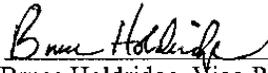
By: \_\_\_\_\_  
Monroe Kiar, Town Attorney

By: \_\_\_\_\_  
Thomas Willi, Town Administrator

WITNESS:

**YIPES TRANSMISSION, INC.**

By:   
Anna O'Donnell, Project Manager  
Government Affairs

By:   
Bruce Holdridge, Vice-President  
Government Affairs

**ACORD CERTIFICATE OF LIABILITY INSURANCE** POLICY ID SH  
TIPES-1 DATE (MM/DD/YY)  
02/09/01

**PRODUCER**  
Sweet & Baker Ins. Brokers Inc  
1375 Sutter Street, #308  
San Francisco CA 94109-5475  
Phone: 415-885-5300

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
Yipes Transmission, Inc.  
Attn: Amy Valentine  
114 Sansome Street, 9th fl  
San Francisco CA 94104

**INSURERS AFFORDING COVERAGE**  
INSURER A: Federal Insurance Company  
INSURER B: National Union Fire Insurance  
INSURER C: The Hartford  
INSURER D:  
INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	35752272	11/16/00	11/16/01	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ INCLUDED	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PERSONAL & ADV INJURY \$ 1,000,000	
A	AUTOMOBILE LIABILITY	75301980	11/16/00	11/16/01	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$	
B	GARAGE LIABILITY	BE7405907	11/16/00	11/16/01	AUTO ONLY - EA ACCIDENT \$	
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$	
	EXCESS LIABILITY				AGG \$	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$ 10,000,000	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	57WEJU2950	08/01/00	08/01/01	AGGREGATE \$ 10,000,000	
					<input type="checkbox"/> DEDUCTIBLE	\$
					<input checked="" type="checkbox"/> RETENTION \$ nil	\$
					WC STATUTORY LIMITS	OTHER \$
A	OTHER	35752272	11/16/00	11/16/01	E.L. EACH ACCIDENT \$ 1000000	
					E.L. DISEASE - EA EMPLOYEE \$ 1000000	
					E.L. DISEASE - POLICY LIMIT \$ 1000000	
					Property	Any Other \$550,000
	Location					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
Certificate Holder, its employees, agents, officers, boards, commissions, legal counsel are named Additional Insured as respects work performed by the Named Insured. No XCU restrictions exist on the named policies.

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION</b>
Town of Davie Attn: Chris Kovanes 6591 Orange Drive Davie FL 33314-3399	TOWNOFW	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		Bill Ryan (415) 345-7106

THIS CHECK CONTAINS SAFETY FEATURES FRONT AND BACK. DO NOT CASH UNLESS YOU CAN SEE THE WORD "SAFE" WHEN HOLDING AT AN ANGLE.

**VIPES**  
that's fast!

YIPES COMMUNICATIONS, INC.  
114 SANSOME STREET, 9TH FLOOR  
SAN FRANCISCO, CA 94104  
(415) 901-2000

No. 203803

IMPERIAL BANK  
EMERGING GROWTH INDUSTRIES  
SAN JOSE, CALIFORNIA 95110  
11-3425-1210

CHECK DATE	CHECK NUMBER	CHECK AMOUNT
08-FEB-01	203803	*****2,500.00

PAY Two Thousand Five Hundred Dollars And 00 Cents\*\*\*\*\*

TO THE ORDER OF  
Town of Davie  
6591 Orange Drive  
Davie, FL 33314-3399  
United States

*Samuel Thomson*

TWO SIGNATURES REQUIRED OVER \$10,000

⑈ 203803⑈ ⑆ 122201444⑆ 200924⑈

