



# Town Council Agenda Report

**SUBJECT:** Resolution

**CONTACT PERSON:** Glenn Irwin, Redevelopment Administrator, 797-1102

**TITLE OF AGENDA ITEM:**

A resolution of the Town of Davie, Florida, authorizing the Mayor to execute an agreement with Broward County for installation of banners on Broward County street light poles

**Project:** Banners on street light poles to promote the Miami Dolphins training camp.

**REPORT IN BRIEF:**

The Miami Dolphins, Ltd. desire to promote its upcoming training camp in Davie by placing banners on designated street light poles on several of the major roadways in the Town. As Broward County maintains and operates the street light poles on these facilities, they are the entity to get such permission. However, the County has stated that the agreement must be with the Town, and not the Miami Dolphins. Therefore, attached is a letter from the Miami Dolphins requesting this action to promote the training camp. This would be a five year agreement with the months of July and August reserved for the Miami Dolphins. The Dolphins will be required to provide and install the banners, as well as indemnify the Town and provide proof of insurance.

**PREVIOUS ACTIONS:**

This agreement and its intent is similar to the banner program that the Town allowed the Davie Boys & Girls to use to promote WestFair. The Miami Dolphins are requesting to use the same light poles on the same roadways as the Boys & Girls Club was granted.

**CONCURRENCES:** Not applicable.

**FISCAL IMPACT:**

Has request been budgeted? no

If yes, expected cost N/A

Account Name: N/A

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

**Attachment(s):** Resolution, agreement, and letter from Miami Dolphins Ltd.

Item No.



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF DAVIE FOR INSTALLATION OF BANNERS ON BROWARD COUNTY STREET LIGHT POLES WITHIN THE TOWN OF DAVIE .

WHEREAS, the Miami Dolphins, Ltd., located on 7500 SW 30th Street, Davie, Florida, desires to promote its upcoming training camp commencing in July, 2000 ; and

WHEREAS, the Miami Dolphins desire to use banners on street light poles to promote this training camp for the next five years during July and August; and

WHEREAS, Broward County maintains and operates the street light poles on the roadway corridors that the Miami Dolphins wish to use; and

WHEREAS, Broward County requires that such request by the Miami Dolphins be brought in agreement form from the Town of Davie as the sponsor; and

WHEREAS, the Miami Dolphins will be responsible for providing and installing the banners and agree to indemnify the Town and provide proof of insurance for this project.

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 approves of the agreement between the Town Broward County and the Town of Davie for installation of banners on Broward County street light poles within the Town of Davie to promote the Miami Dolphins training camp.

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

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2000

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

Attest:

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

APPROVED this \_\_\_\_\_ day of May, 2000.



## MIAMI DOLPHINS

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May 10, 2000

Dear Mayor Harry Venis, Town Council.

This letter is in reference to the banners to be installed by the Miami Dolphins in Broward County in the town of Davie, Florida.

The banners will be installed in Broward County on street light poles along the following streets:

University Drive from Griffin Road to I-595  
Davie Road from I-595 to SW 39<sup>th</sup> Street  
Pine Island Road from I-595 to Griffin Road  
Orange Drive and the Florida Turnpike  
Orange Drive and State Road 7

The banners will be installed around July 1st and removed around August 30th of each year of the agreement. The banners and the arms for the banners will be installed and maintained by the Miami Dolphins.

The Miami Dolphins will indemnify the town of Davie, this will be in effect until the expiration or earlier termination of the agreement.

The Miami Dolphins will provide the town of Davie with a proof of insurance.

Sincerely,

Rhett Ticconi  
Director of Special Events

RT:ch

AGREEMENT

Between

BROWARD COUNTY

and

THE TOWN OF DAVIE

for

INSTALLATION OF BANNERS ON BROWARD COUNTY  
STREET LIGHT POLES WITHIN THE TOWN OF DAVIE

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

THE TOWN OF DAVIE, a Florida municipal corporation organized and existing under the laws of the state of Florida, hereinafter referred to as "TOWN."

WHEREAS, the TOWN desires to promote the Miami Dolphins Training Camp located within the Town of Davie by displaying banners on street light poles owned and maintained by COUNTY; and

WHEREAS, TOWN will indemnify the COUNTY and assume full responsibility for placement, installation, maintenance, and removal of said banners at specified locations, and other conditions as more specifically set forth below; NOW THEREFORE

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and TOWN agree as follows:

- University Drive from Griffin Road to I-595.
- Davie Road from I-595 to SW 39<sup>th</sup> Street
- Pine Island Road from I-595 to Griffin Road
- Orange Drive and the Florida Turnpike
- Orange Drive and State Road 7

- 2.4 The banners shall not extend over or obstruct the roadway or impede the flow of traffic. The banners shall not obstruct any driver's view of any traffic control device. TOWN acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.
- 2.5 The banners may only be installed from July 1 of each year of this Agreement and shall be removed by August 30, of each year of this Agreement.

ARTICLE 3  
TERM AND TIME OF PERFORMANCE

- 3.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall end on September 1, 2004; provided however that the banners shall only be installed and removed between July and August as set forth in Section 2.5 herein.

ARTICLE 4  
CHANGES IN SCOPE OF SERVICES

- 5.1 Any change to the Scope of Services must be accomplished by a written amendment, executed by the parties in accordance with Section 8.8 below.

ARTICLE 5  
INDEMNIFICATION

- 5.1 TOWN, to the extent provided by law, shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COUNTY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of TOWN, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property.

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The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due TOWN under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY.

ARTICLE 6  
INSURANCE

- 6.1 TOWN is a state agency as defined by Section 768.28, Florida Statutes, and TOWN shall furnish Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of said agreement.

ARTICLE 7  
TERMINATION

- 7.1 This Agreement may be terminated for cause by action of the Board or by TOWN if the party in breach has not corrected the breach within five (5) calendar days after written notice from the aggrieved party identifying the breach, or for convenience by action of Board upon not less than five (5) calendar days written notice by Contract Administrator. This Agreement may also be terminated by Contract Administrator upon such notice as Contract Administrator deems appropriate under the circumstances in the event Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.
- 7.2 Termination of this Agreement for cause shall include, but not be limited to, failure to suitably install the banners, failure to continuously maintain the banners in a manner acceptable to the COUNTY as set forth in this Agreement, or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- 7.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by Contract Administrator which Contract Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

ARTICLE 8  
MISCELLANEOUS

8.1 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR BROWARD COUNTY:

Jihad El Eid, P.E., Director  
Broward County Traffic Engineering Division  
2300 W. Commercial Boulevard  
Fort Lauderdale, Florida 33309

FOR TOWN:

Town of Davie  
\_\_\_\_\_  
\_\_\_\_\_

8.2 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, TOWN shall not subcontract any portion of the work required by this Agreement.

TOWN represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COUNTY's satisfaction for the agreed compensation.

TOWN shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of TOWN's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

8.3 MATERIALITY AND WAIVER OF BREACH

COUNTY and TOWN agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.4 COMPLIANCE WITH LAWS

TOWN shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.5 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or TOWN elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.6 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

8.7 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida. By entering into this Agreement, TOWN and COUNTY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Project.

8.8 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and TOWN.

8.9 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties.

8.10 MULTIPLE ORIGINALS

This Agreement may be fully executed in three (3) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF DAVIE FOR THE  
INSTALLATION OF BANNERS ON COUNTY STREET POLES WITHIN THE TOWN OF  
DAVIE.

TOWN

Town of Davie, a political subdivision of the  
state of Florida

WITNESSES:

By \_\_\_\_\_  
MAYOR

\_\_\_\_\_

\_\_\_\_\_

(SEAL)

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