

MEMORANDUM

Agenda Item No. 3(A)(1)

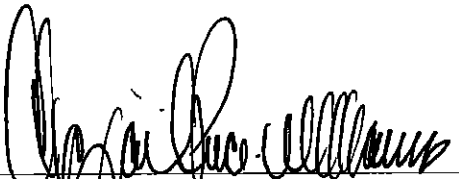
TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: December 17, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving the Town
of Medley codesignation of NW
79th Avenue between NW 74th
Street and NW South River
Drive as "Argentina"

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Jose "Pepe" Diaz.



Abigail Price-Williams
County Attorney

APW/uw



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: December 17, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 3(A)(1)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 3(A)(1)

12-17-19

RESOLUTION NO. _____

RESOLUTION APPROVING THE TOWN OF MEDLEY
CODESIGNATION OF NW 79TH AVENUE BETWEEN NW
74TH STREET AND NW SOUTH RIVER DRIVE AS
“ARGENTINA”

WHEREAS, the Town of Medley (the “Town”) has expressed an interest in recognizing the different countries that do business within the Town; and

WHEREAS, the Town wishes to accomplish this objective by implementing a street naming program that codesignates various streets within the Town after different countries that have established a business presence within the Town; and

WHEREAS, accordingly, on September 3, 2019, the Town Council of the Town adopted Resolution C-1723, which approved a Street Naming Rights Agreement with Cela International University and codesignated NW 79th Avenue within the Town as “Argentina”; and

WHEREAS, a copy of Resolution C-1723 is attached hereto and incorporated herein by reference; and

WHEREAS, the Town maintains the portion of NW 79th Avenue between NW 74th Street and NW South River Drive; and

WHEREAS, the Town would like the County to install signage indicating this codesignation on County street signs and traffic signal masts arms; and

WHEREAS, this codesignation is located in County Commission District 12,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves the Town of Medley codesignation of NW 79th Avenue between NW 74th Street and NW South River Drive as “Argentina”.

Section 2. Directs the Clerk of the Board to send certified copies of this Resolution to the Town Council of the Town of Medley, the United States Postal Service, the Traffic Signals and Signs Division of the Department of Transportation and Public Works, the Development Services Division of the Regulatory and Economic Resources Department, the Medley Police Department, and the Miami-Dade Fire Rescue Department.

The Prime Sponsor of the foregoing resolution is Commissioner Jose “Pepe” Diaz. It was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman
Rebeca Sosa, Vice Chairwoman

Esteban L. Bovo, Jr.
Jose “Pepe” Diaz
Eileen Higgins
Joe A. Martinez
Dennis C. Moss
Xavier L. Suarez

Daniella Levine Cava
Sally A. Heyman
Barbara J. Jordan
Jean Monestime
Sen. Javier D. Souto

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of December, 2019. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MSM

Michael J. Mastrucci

RESOLUTION C-1723

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MEDLEY, FLORIDA, APPROVING A STREET NAMING RIGHTS AGREEMENT WITH CELA INTERNATIONAL UNIVERSITY FOR N.W. 79TH AVENUE TO BE CO-DESIGNATED AND RENAMED AS "ARGENTINA"; AUTHORIZING THE TOWN MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, CELA International University ("Sponsor") wishes to enter into the Street Naming Rights Agreement, in substantially the form attached hereto as Exhibit "A" ("Agreement"), in order to co-designate and rename N.W. 79 Avenue as "Argentina", subject to the approval of Miami-Dade County, Florida; and

WHEREAS, the Town Council of The Town Medley, Florida wishes to approve the Agreement, in substantially the form attached hereto, and co-designate and rename N.W. 79 Avenue as "Argentina", in accordance with the terms and conditions of the Agreement; and

WHEREAS, the Town Council finds that the Agreement is in the best interest of the Town and will promote the health, welfare and safety of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MEDLEY, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Approval of Agreement. The Town Council hereby approves the Agreement, in substantially the form attached hereto as Exhibit "A", subject to any changes as to form and content as may be approved by the Town Mayor and legal sufficiency by the Town

Attorney, and further approves the co-designation and renaming of N.W. 79 Avenue as “Argentina.”

Section 3. Authorization to Execute Agreement. The Town Council hereby authorizes the Town Mayor to execute the Agreement, in substantially the form attached hereto as Exhibit “A,” subject to approval as to form and content by the Town Mayor, and legal sufficiency by the Town Attorney. The Town Mayor shall be further authorized to execute such other documents as may be required to administer the Agreement, and any necessary amendments or renewals to the Agreement on behalf of the Town, subject to approval as to form and legal sufficiency by the Town Attorney.

Section 4. Implementation. The Town Mayor and Town Officials are hereby authorized to take all action necessary to implement the Agreement and this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 3rd day of September, 2019.



ROBERTO MARTELL, MAYOR

ATTEST:



VICTORIA MARTINEZ, RFP, CMC, TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.
TOWN ATTORNEY

SUMMARY OF VOTE

Mayor Roberto Martell	<u>Yes</u>
Vice-Mayor Edgar Ayala	<u>Yes</u>
Councilperson Griselia DiGiacomo	<u>Yes</u>
Councilperson Ivan Pacheco	<u>Yes</u>
Councilperson Lily Stefano	<u>NO</u>

STREET NAMING RIGHTS AGREEMENT

BETWEEN

TOWN OF MEDLEY

AND

CELA INTERNATIONAL UNIVERSITY

THIS AGREEMENT (this "Agreement") is made effective as of the 3rd day of September, 2019 (the "Effective Date"), by and between the **TOWN OF MEDLEY**, a Florida municipal corporation, whose principal address is 7777 N.W. 72nd Avenue, Medley, Florida 33166 (hereinafter the "Town"), and **CELA INTERNATIONAL UNIVERSITY**, whose principal address is 2100 West 76th Street, Suite 310, Hialeah, Florida 33016 (hereinafter the "Sponsor").

WHEREAS, the Sponsor has submitted to the Town a proposal to co-designate the name ("Naming Rights") of the street currently known as N.W. 79 Avenue as "ARGENTINA" (the "Street");

WHEREAS, the Sponsor and Town, through mutual negotiation, have agreed upon a name for the Street, and fees to be paid by the Sponsor for such Naming Rights; and

WHEREAS, the Town has agreed to request from Miami Dade County (the "County") approval of the name change for the Street.

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

1. **Naming Rights.**

1.1. Upon approval by the County, Medley hereby grants Sponsor the exclusive license to co-designate the name of the Street pursuant to the terms of this Agreement (the "Naming Rights"). The Street (N.W. 79th Avenue) shall be also be referred to as "ARGENTINA", or such other name as may be mutually agreed upon by the parties.

2. **Term/Commencement Date.**

2.1 The Term of this Agreement is for five (5) years commencing on the date the County approves the co-designation of the Street ("Effective Date") and ending on five (5) years thereafter (the "Initial Term").

2.2 After the Initial Term, this Agreement will automatically renew for successive One (1) year periods unless either party notifies the other in writing thirty (30) days before the expiration of the then current term that it is electing to not renew the Agreement or Medley notifies Sponsor that it elects to increase or change the Annual Fee as set forth in Section 3.1 herein below (each a "Renewal Term" and collectively the "Renewal Terms").

3. **Compensation and Payment.**

- 3.1 The Sponsor agrees to pay an initial sponsorship fee in the amount of \$2,000.00 for the Naming Rights (defined below) granted herein, and shall pay 50% of such initial sponsorship fee (the "Deposit") simultaneously with the execution of this Agreement. The remaining 50% balance of the initial sponsorship fee shall be payable within five (5) days of County approval of the naming rights as set forth in Section 6 herein below. Thereafter, and on the annual anniversary date of this Agreement, Sponsor shall pay an annual maintenance fee of \$1,000.00 ("Annual Fee").
- 3.2 The Sponsor will pay Medley the Annual Fee at least 30 days prior to each subsequent anniversary date of this Agreement through the end of the Initial Term.
- 3.3 If this Agreement is renewed as set forth above, the Sponsor will continue to make annual payments of the Annual Fee each year of the Renewal Terms.
- 3.4 In the event of a default by the Sponsor, the Deposit may be used by Medley to change all of the New Signs (as defined below) to remove the co-designation of the Street's name.
- 3.3 Interest shall accrue on any amount not paid when due at the judicial rate.

4. **Town's Responsibilities**

- 4.1 Town, in conjunction with the County, shall design and install all street signs showing the Street's do-designation (the "New Signs").
- 4.2 All third party costs involved in designing and installing the New Signs will be paid directly by the Sponsor within ten (10) days of the Town providing the Sponsor with an invoice evidencing such costs.

5. **Termination.**

- 5.1 The Town Mayor and/or his designee, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Sponsor, or immediately with cause.
- 5.2 Upon receipt of the Town's written notice of termination, the Town shall reimburse Sponsor for a portion of the Annual Fee in proportion of the months remaining until the next Annual Fee is due.
- 5.3 Upon the end of the Initial Term or any Renewal Term, either party may terminate this Agreement and np portion of the Upfront Fee or any Annual Fee will be reimbursed.

6. **County Contingency.**

6.1 The obligations herein are subject to the approval of the Naming Rights by the County. In the event that the County fails to approve the Naming Rights, this Agreement shall be terminated and the Upfront Fee refunded to the Sponsor less any fees or costs incurred by the Town in connection with the application to the County for the name change.

7. **Default.**

7.1 The Town may terminate this Agreement immediately and without notice for the Sponsor's failure to pay any amount due under this Agreement within five (5) business days after the date that such payment is due. If the Agreement is so terminated, all amounts due and owing under this Agreement shall be immediately due and payable and the Town may use all or a portion of the Deposit to pay for the design and installation of new signs for the Street deleting the co-designation.

7.2 The failure of either party to exercise any rights or remedies under this Agreement for any breach shall not constitute a continuing waiver of any obligation and shall not prevent either party from pursuing any such rights or remedies for any succeeding breach

8. **Attorneys Fees and Waiver of Jury Trial.**

8.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

8.2 IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

9. **Indemnification.**

9.1 Sponsor shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from the exercise of the Sponsor's rights under this Agreement, including, but not limited to, liabilities arising from any third party for the use of the name. Sponsor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Sponsor's rights under this Agreement.

9.2 The provisions of this section shall survive termination of this Agreement.

10. **Notices/Authorized Representatives.**

10.1 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 following addresses:

For the Town: Town Mayor
Town of Medley
7777 N.W. 72nd Avenue
Medley, Florida 33166

With a copy to: Town Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, Florida 33134

For The Sponsor: CELA International University
Attention: Dr. Nestor Gabriel Kost
2100 West 76th Street, Suite 310
Hialeah, Florida

11. **Governing Law.**

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

12. **Entire Agreement/Modification/Amendment.**

12.1 This writing contains the entire Agreement of the parties and supercedes 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.

12.2 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.

12.3 Sponsor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Sponsor have been duly authorized, and this Agreement is binding on Sponsor and enforceable against Sponsor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

13. **Ownership and Access to Records; Public Records.**

13.1 Sponsor acknowledges that all inventions, innovations, improvements, developments, methods, studies, designs, analyses, plans, drawings, reports and all similar or related information (whether patentable or not) which relate to Naming Rights which are conceived, developed or made by Sponsor during the term of this Agreement ("Work Product") belong to the Town. Sponsor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

- 13.2 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result under this Agreement shall be the property of the Town.
- 13.3 Sponsor agrees to keep and maintain public records in Sponsor's possession or control in connection with Sponsor's performance under this Agreement. Sponsor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Sponsor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
- 13.4 Upon request from the Town custodian of public records, Sponsor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 13.5 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 13.6 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Sponsor shall be delivered by the Sponsor to the Town Mayor and/or his designee, at no cost to the Town, within seven (7) days. All such records stored electronically by Sponsor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Sponsor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 13.7 Any funds due to Sponsor shall be withheld until all records are received as provided herein.
- 13.8 Sponsor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

IF THE SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SPONSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

**Custodian of Records: VICTORIA MARTINEZ, CMC
TOWN CLERK**

**Mailing address: 7777 NW 72nd Avenue
Medley, Florida 33166**

Telephone number: (305) 887-9541

Email: vmartinez@townofmedley.com

14. **Nonassignability.**

14.1 This Agreement shall not be assignable by Sponsor unless such assignment is first approved by the Town Mayor and/or his designee. The Town is relying upon the apparent qualifications and expertise of the Sponsor, and such firm's familiarity with the Town's area, circumstances and desires.

15. **Severability.**

15.1 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.

16. **Independent Contractor.**

16.1 The Sponsor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and rights by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

17. **Compliance with Laws.**

17.1 The Sponsor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in exercising the Naming Rights under this Agreement.

18. **Waiver**

18.1 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.

19. **Survival of Provisions**

19.1 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.

20. **Prohibition of Contingency Fees.**

20.1 The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Sponsor, to solicit or secure

this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Sponsor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

21. **Public Entity Crimes Affidavit**

21.1 Sponsor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.


22. **Counterparts**

22.1 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.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below their signatures.

SPONSOR:

CELA INTERNATIONAL UNIVERSITY

By: 
 Name: NESTOR G. KOLT
 Title: President
 Date Executed: 09-12-19.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below their signatures.


TOWN:

TOWN OF MEDLEY, a
Florida municipal corporation


By: 
Roberto Martell, Town Mayor

Date Executed: _____

Attest:


Town Clerk

Approved as to Form and Legal Sufficiency:


Town Attorney