Memorandum

MIAMI-DADE COUNTY

Date: March 6, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 8(I)(1)(C)

From: George M. Burgess
County Manager

Subject: Emergency 911 Fees, Interlocal Cooperation Agreements with the cities of Miami, Miami Beach, Coral Gables, Hialeah, Pinecrest and Aventura

RECOMMENDATION

It is recommended that the Board approve the attached resolution for six (6) Interlocal Cooperation Agreements between the County and the cities of Miami, Miami Beach, Coral Gables, Hialeah, Pinecrest and Aventura regarding emergency 911 system service fees; and authorize the County Manager to execute the agreements on behalf of Miami-Dade County.

BACKGROUND

Pursuant to Florida Statutes, local telephone exchange providers must bill their subscribers for the locally approved emergency 911 fee, collect all emergency 911 fees paid by subscribers and then transfer to the County, less a one (1) percent remuneration for administrative costs, the balance of the emergency 911 fees. Also, wireless telephone service providers must bill their subscribers for emergency 911 fees, collect all emergency 911 fees paid by subscribers and then transfer to the Florida State Wireless 911 Board, less a one (1) percent remuneration for administrative costs, the balance of the emergency 911 fees. The Florida State Wireless 911 Board then transfers a portion of these funds to the County pursuant to Florida Statute 365.173.

The cities of Miami, Miami Beach, Coral Gables, Hialeah, and Pinecrest serve as the primary Public Safety Answering Points (PSAPs) for their jurisdictions, as designated by the Comprehensive Statewide Emergency 911 Plan. Miami-Dade County has been utilizing revenues from 911 fees to defray a portion of the daily operating costs of these PSAPs. As the state designated primary PSAP for their jurisdictions, the cities are a necessary and essential element of Miami-Dade County's integrated, regional emergency 911 system. To discontinue funding for these essential municipal PSAPs would degrade emergency 911 coverage.

This agreement specifies the responsibilities for each city, including legal requirements, accountability, budgets, audits, authorized expenses and the proper maintenance of records. Each city's share of 911 fees received from local telephone exchange providers is based on the number of such telephone service subscribers serviced by each city's PSAP. With respect to wireless 911 fees received from Florida State Wireless 911 Board, each city's share is based on the percentage of wireless 911 calls received by each city. Aventura's PSAP will be operational January 2007. Therefore, Aventura will receive 911 fees after Aventura residents begin receiving 911 services from the City and the necessary documentation for distributing the fees is provided.

Susanne M. Torriente
Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: March 6, 2007

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 8(I)(1)(C)

Please note any items checked.

_____ **"4-Day Rule" ("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**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(I)(1)(C)
03-06-07

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF SIX (6) INTERLOCAL COOPERATION AGREEMENTS WITH THE CITIES OF MIAMI, MIAMI BEACH, CORAL GABLES, HIALEAH, PINECREST AND AVENTURA REGARDING EMERGENCY 911 SYSTEM SERVICE FEES; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE RENEWAL AND CANCELLATION OF PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that that this Board approves six (6) Interlocal Cooperation Agrements between Miami-Dade County, and the Cities of Miami, Miami Beach, Coral Gables, Hialeah, Pinecrest and Aventura regarding Emergency 911 System Service Fees in substantially the form attached hereto and made a part of thereof, and authorizes the County Mayor or his designee to execute same for and on behalf of Miami-Dade County subject to execution by cities; and to exercise renewal, extension and cancellation provisions contained therein.

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of February, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this 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. TWL

Thomas W. Logue

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2006 by and between Miami-Dade County, a political subdivision of the State of Florida, (hereinafter referred as to as the COUNTY), and the City of Miami, a municipal corporation under the laws of the State of Florida (hereinafter referred to as the CITY).

WHEREAS, the COUNTY and the CITY both desire to continue to provide their citizens with a single, primary three-digit emergency phone number as is intended and outlined in the Florida Emergency Telephone Act (Section 365.171, Florida Statutes) and the Wireless Emergency Communications Act (Section 365.172, Florida Statutes), and

WHEREAS, the CITY desires to expedite the collection of fees by the COUNTY on its behalf, it hereby waives the provisions of Section 2-1, Rule 5.06(f), Miami-Dade County Code, which direct that each County ordinance that affects the jurisdiction or the duties of municipalities should be brought forward for second reading at least six weeks after its passage on first reading, and

WHEREAS, local telephone exchange providers will bill their subscribers for the Emergency 911 fee, collect all Emergency 911 fees paid by subscribers and then transfer to the COUNTY, less a one (1) percent remuneration for administrative costs, the balance of the Emergency 911 fees, and

WHEREAS, wireless telephone service providers will bill their subscribers for Emergency 911 fees, collect all Emergency 911 fees paid by subscribers and then transfer to the Florida State Wireless 911 Board, less a one (1) percent remuneration for administrative costs, the balance of the Emergency 911 fees, and the Florida State Wireless 911 Board will transfer a portion of these funds to the COUNTY pursuant to Section 365.173, Florida Statutes.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I

RESPONSIBILITIES OF THE CITY

The CITY agrees to:

1. Establish a strict accounting that tracks the use of the funds at issue that allows an audit to determine whether the funds have been spent as allowed by law, including establishing at least two separate accounts to be used for the deposit of funds or fees received from the COUNTY, including: one account designated for funds received pursuant to the Florida Emergency Telephone Act, Section 365.171, Florida Statutes (hereinafter referenced as "Hardwire 911 Fee"); and a separate account designated for funds received pursuant to the Wireless Emergency Communications Act, Section 365.172, Florida Statutes (hereinafter referenced as "Wireless 911 Fee").

2. Restrict the use of Hardwire 911 Fees only to expenses allowed by applicable law, including Section 365.171(13)(a)6, Florida Statutes.

3. Restrict the use of Wireless 911 Fees only to expenses allowed by applicable law, including in Sections 365.171(13)(a)6, 365.172, and 365.173, Florida Statutes.

4. Pay for reasonable COUNTY expenses that are related to any audit legally required to be conducted by the COUNTY of the Hardwire 911 Fees and Wireless 911 Fees received by the CITY from the COUNTY, any reasonable costs for similar audits conducted by the State when the State can legally impose such costs on either the COUNTY or the CITY.

5. Submit to the COUNTY on or before June 15 of each year, a proposed budget for the use of Hardwire 911 Fees and Wireless 911 Fees for the next fiscal year beginning on October 1st of the same year and ending on September 30th of the following calendar year.

6. Be solely responsible for surpluses or deficits in its own accounts, and accept annual adjustments to the Hardwire 911 Fees and Wireless 911 Fees as may be required by the COUNTY and/or the State in order to eliminate surpluses or deficits in the COUNTY'S and/or CITY's Emergency 911 system fee accounts.

7. Submit to the COUNTY, on or before March 31 of each year a completed audit of expenses paid for by Hardwire 911 Fees and Wireless 911 Fees for the prior fiscal year that ended on September 30th. The CITY will bear the cost of such audit.

ARTICLE II

RESPONSIBILITIES OF THE COUNTY

The COUNTY agrees to:

1. Receive Hardwire 911 Fees and Wireless 911 Fees from local telephone exchange providers and the Florida State Technology Office.

2. Transfer to the CITY, in a timely manner, the CITY's share of Hardwire 911 Fees that the COUNTY receives based on the number of such telephone service subscribers serviced by the CITY's Emergency 911 system.

3. Transfer to the CITY, in a timely manner, the CITY's share of Wireless 911 Fees that the COUNTY receives based on the percentage of wireless 911 calls received by the CITY.

ARTICLE III

MAINTENANCE AND AVAILABILITY OF RECORDS

Each party shall maintain all financial records and accounts in accordance with Generally Accepted Accounting Principles (GAAP). Furthermore, each party will maintain all records related to this AGREEMENT pursuant to law and state-established records retention schedules. For example, record copies of documents consisting of legal records, correspondence, reports, purchases of non-capital items and services, etc., relating to this AGREEMENT must be maintained for five (5) fiscal years after termination of the AGREEMENT provided applicable audits have been released. See Florida Department of State, General Schedule For Local Government Agencies GS1-L, July 2001, Contracts/ Leases/ Agreements: Non-Capital Improvement (Item# 65). Records maintained by each party pursuant to this AGREEMENT will be made available to the other party for audit purposes.

7

ARTICLE IV

TERMINATION/MODIFICATION OF AGREEMENT

Each party retains the right to terminate this AGREEMENT, without cause, provided written notice of forty-five (45) days is given by U.S. mail. In addition, each party may terminate this AGREEMENT for cause upon thirty (30) days written notice. Cause shall include a breach of the AGREEMENT, a violation by either party of pertinent federal or state law, regulation or rule governing the use of such fees, or any change in law that materially modifies the responsibilities of the parties.

ARTICLE V

INDEMNIFICATION AND HOLD HARMLESS

To the extent permitted by law and as limited by Section 768.28, Florida Statutes, the CITY shall defend, indemnify and hold harmless MDC and its officers, employees, or agents from any and all liability, losses or damages, including Attorneys' fees and costs of defense, which MDC or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this AGREEMENT by the CITY, its employees, officers and agents. MDC shall promptly notify the CITY of each claim, cooperate with the CITY in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the CITY'S participation.

The indemnification provisions of this AGREEMENT shall survive termination of this AGREEMENT for any claims that may be filed after the termination date of the AGREEMENT provided the claims are based upon actions that occurred during the performance of this AGREEMENT.

ARTICLE VI

ASSIGNMENT

The CITY shall not assign, transfer, pledge, hypothecate, surrender, or otherwise encumber or dispose of this AGREEMENT, or any interest in any portion of same, without the prior written consent of the COUNTY. The COUNTY shall not assign, transfer, pledge, hypothecate, surrender, or otherwise encumber or dispose of this AGREEMENT, or any interest in any portion of same, without the prior written consent of the CITY.

ARTICLE VII

TERM AND RENEWAL

This AGREEMENT shall run for a term of two years from the date it is signed by both parties. Thereafter, it shall automatically renew for additional two year terms unless terminated by either party.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their respective and duly authorized officers on the day and year first above written.

MIAMI-DADE COUNTY, FLORIDA

Approved as to form and
legal sufficiency

TWL

Assistant County Attorney

By: _____
George Burgess
County Manager

Attest: _____
Deputy Clerk
(seal)

CITY OF MIAMI

Attest: Priscilla A. Thompson
Priscilla Thompson
City Clerk

By: _____
Joe Arriola
City Manager

Approved as to Legal Form and Correctness:

Jorge L. Fernandez
City Attorney

Approved as to Insurance Requirements:

LeeAnn Brehm, Director
Risk Management

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2006 by and between Miami-Dade County, a political subdivision of the State of Florida, (hereinafter referred as to as the COUNTY), and the City of Aventura, a municipal corporation under the laws of the State of Florida (hereinafter referred to as the CITY).

WHEREAS, the COUNTY and the CITY both desire to continue to provide their citizens with a single, primary three-digit emergency phone number as is intended and outlined in the Florida Emergency Telephone Act (Section 365.171, Florida Statutes) and the Wireless Emergency Communications Act (Section 365.172, Florida Statutes), and

WHEREAS, the CITY desires to expedite the collection of fees by the COUNTY on its behalf, it hereby waives the provisions of Section 2-1, Rule 5.06(f), Miami-Dade County Code, which direct that each County ordinance that affects the jurisdiction or the duties of municipalities should be brought forward for second reading at least six weeks after its passage on first reading, and

WHEREAS, local telephone exchange providers will bill their subscribers for the Emergency 911 fee, collect all Emergency 911 fees paid by subscribers and then transfer to the COUNTY, less a one (1) percent remuneration for administrative costs, the balance of the Emergency 911 fees, and

WHEREAS, wireless telephone service providers will bill their subscribers for Emergency 911 fees, collect all Emergency 911 fees paid by subscribers and then transfer to the Florida State Wireless 911 Board, less a one (1) percent remuneration for administrative costs, the balance of the Emergency 911 fees, and the Florida State Wireless 911 Board will transfer a portion of these funds to the COUNTY pursuant to Section 365.173, Florida Statutes.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I

RESPONSIBILITIES OF THE CITY

The CITY agrees to:

1. Establish a strict accounting that tracks the use of the funds at issue that allows an audit to determine whether the funds have been spent as allowed by law, including establishing at least two separate accounts to be used for the deposit of funds or fees received from the COUNTY, including: one account designated for funds received pursuant to the Florida Emergency Telephone Act, Section 365.171, Florida Statutes (hereinafter referenced as "Hardwire 911 Fee"); and a separate account designated for funds received pursuant to the Wireless Emergency Communications Act, Section 365.172, Florida Statutes (hereinafter referenced as "Wireless 911 Fee").

2. Restrict the use of Hardwire 911 Fees only to expenses allowed by applicable law, including Section 365.171(13)(a)6, Florida Statutes.

3. Restrict the use of Wireless 911 Fees only to expenses allowed by applicable law, including in Sections 365.171(13)(a)6, 365.172, and 365.173, Florida Statutes.

4. Pay for reasonable COUNTY expenses that are related to any audit legally required to be conducted by the COUNTY of the Hardwire 911 Fees and Wireless 911 Fees received by the CITY from the COUNTY, any reasonable costs for similar audits conducted by the State when the State can legally impose such costs on either the COUNTY or the CITY.

5. Submit to the COUNTY on or before June 15 of each year, a proposed budget for the use of Hardwire 911 Fees and Wireless 911 Fees for the next fiscal year beginning on October 1st of the same year and ending on September 30th of the following calendar year.

6. Be solely responsible for surpluses or deficits in its own accounts, and accept annual adjustments to the Hardwire 911 Fees and Wireless 911 Fees as may be required by the COUNTY and/or the State in order to eliminate surpluses or deficits in the COUNTY'S and/or CITY's Emergency 911 system fee accounts.

7. Submit to the COUNTY, on or before March 31 of each year a completed audit of expenses paid for by Hardwire 911 Fees and Wireless 911 Fees for the prior fiscal year that ended on September 30th. The CITY will bear the cost of such audit.

ARTICLE II

RESPONSIBILITIES OF THE COUNTY

The COUNTY agrees to:

1. Receive Hardwire 911 Fees and Wireless 911 Fees from local telephone exchange providers and the Florida State Technology Office.

2. Transfer to the CITY, in a timely manner, the CITY's share of Hardwire 911 Fees that the COUNTY receives based on the number of such telephone service subscribers serviced by the CITY's Emergency 911 system.

3. Transfer to the CITY, in a timely manner, the CITY's share of Wireless 911 Fees that the COUNTY receives based on the percentage of wireless 911 calls received by the CITY.

ARTICLE III

MAINTENANCE AND AVAILABILITY OF RECORDS

Each party shall maintain all financial records and accounts in accordance with Generally Accepted Accounting Principles (GAAP). Furthermore, each party will maintain all records related to this AGREEMENT pursuant to law and state-established records retention schedules. For example, record copies of documents consisting of legal records, correspondence, reports, purchases of non-capital items and services, etc., relating to this AGREEMENT must be maintained for five (5) fiscal years after termination of the AGREEMENT provided applicable audits have been released. See Florida Department of State, General Schedule For Local Government Agencies GS1-L, July 2001, Contracts/ Leases/ Agreements: Non-Capital Improvement (Item# 65). Records maintained by each party pursuant to this AGREEMENT will be made available to the other party for audit purposes.

ARTICLE IV

TERMINATION/MODIFICATION OF AGREEMENT

Each party retains the right to terminate this AGREEMENT, without cause, provided written notice of forty-five (45) days is given by U.S. mail. In addition, each party may terminate this AGREEMENT for cause upon thirty (30) days written notice. Cause shall include a breach of the AGREEMENT, a violation by either party of pertinent federal or state law, regulation or rule governing the use of such fees, or any change in law that materially modifies the responsibilities of the parties.

ARTICLE V

INDEMNIFICATION AND HOLD HARMLESS

To the extent permitted by law and as limited by Section 768.28, Florida Statutes, the CITY shall defend, indemnify and hold harmless MDC and its officers, employees, or agents from any and all liability, losses or damages, including Attorneys' fees and costs of defense, which MDC or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this AGREEMENT by the CITY, its employees, officers and agents. MDC shall promptly notify the CITY of each claim, cooperate with the CITY in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the CITY'S participation.

The indemnification provisions of this AGREEMENT shall survive termination of this AGREEMENT for any claims that may be filed after the termination date of the AGREEMENT provided the claims are based upon actions that occurred during the performance of this AGREEMENT.

ARTICLE VI

ASSIGNMENT

The CITY shall not assign, transfer, pledge, hypothecate, surrender, or otherwise encumber or dispose of this AGREEMENT, or any interest in any portion of same, without the prior written consent of the COUNTY. The COUNTY shall not assign, transfer, pledge, hypothecate, surrender, or otherwise encumber or dispose of this AGREEMENT, or any interest in any portion of same, without the prior written consent of the CITY.

ARTICLE VII

TERM AND RENEWAL

This AGREEMENT shall run for a term of two years from the date it is signed by both parties. Thereafter, it shall automatically renew for additional two year terms unless terminated by either party.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their respective and duly authorized officers on the day and year first above written.

MIAMI-DADE COUNTY, FLORIDA

Approved as to form and
legal sufficiency

By: _____
George Burgess
County Manager

_____
Assistant County Attorney

Attest: _____
Deputy Clerk
(seal)

CITY OF AVENTURA

Approved as to form and
legal sufficiency

By: _____
Eric M. Soroka
City Manager

_____
David M. Wolpin
City Attorney

Attest: _____
Clerk
(seal)

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2006 by and between Miami-Dade County, a political subdivision of the State of Florida, (hereinafter referred as to as the COUNTY), and the City of Coral Gables, a municipal corporation under the laws of the State of Florida (hereinafter referred to as the CITY).

WHEREAS, the COUNTY and the CITY both desire to continue to provide their citizens with a single, primary three-digit emergency phone number as is intended and outlined in the Florida Emergency Telephone Act (Section 365.171, Florida Statutes) and the Wireless Emergency Communications Act (Section 365.172, Florida Statutes), and

WHEREAS, the CITY desires to expedite the collection of fees by the COUNTY on its behalf, it hereby waives the provisions of Section 2-1, Rule 5.06(f), Miami-Dade County Code, which direct that each County ordinance that affects the jurisdiction or the duties of municipalities should be brought forward for second reading at least six weeks after its passage on first reading, and

WHEREAS, local telephone exchange providers will bill their subscribers for the Emergency 911 fee, collect all Emergency 911 fees paid by subscribers and then transfer to the COUNTY, less a one (1) percent remuneration for administrative costs, the balance of the Emergency 911 fees, and

WHEREAS, wireless telephone service providers will bill their subscribers for Emergency 911 fees, collect all Emergency 911 fees paid by subscribers and then transfer to the Florida State Wireless 911 Board, less a one (1) percent remuneration for administrative costs, the balance of the Emergency 911 fees, and the Florida State Wireless 911 Board will transfer a portion of these funds to the COUNTY pursuant to Section 365.173, Florida Statutes.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

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The CITY agrees to:

1. Establish a strict accounting that tracks the use of the funds at issue that allows an audit to determine whether the funds have been spent as allowed by law, including establishing at least two separate accounts to be used for the deposit of funds or fees received from the COUNTY, including: one account designated for funds received pursuant to the Florida Emergency Telephone Act, Section 365.171, Florida Statutes (hereinafter referenced as "Hardwire 911 Fee"); and a separate account designated for funds received pursuant to the Wireless Emergency Communications Act, Section 365.172, Florida Statutes (hereinafter referenced as "Wireless 911 Fee").

2. Restrict the use of Hardwire 911 Fees only to expenses allowed by applicable law, including Section 365.171(13)(a)6, Florida Statutes.

3. Restrict the use of Wireless 911 Fees only to expenses allowed by applicable law, including in Sections 365.171(13)(a)6, 365.172, and 365.173, Florida Statutes.

4. Pay for reasonable COUNTY expenses that are related to any audit legally required to be conducted by the COUNTY of the Hardwire 911 Fees and Wireless 911 Fees received by the CITY from the COUNTY, any reasonable costs for similar audits conducted by the State when the State can legally impose such costs on either the COUNTY or the CITY.

5. Submit to the COUNTY on or before June 15 of each year, a proposed budget for the use of Hardwire 911 Fees and Wireless 911 Fees for the next fiscal year beginning on October 1st of the same year and ending on September 30th of the following calendar year.

6. Be solely responsible for surpluses or deficits in its own accounts, and accept annual adjustments to the Hardwire 911 Fees and Wireless 911 Fees as may be required by the COUNTY and/or the State in order to eliminate surpluses or deficits in the COUNTY'S and/or CITY's Emergency 911 system fee accounts.

7. Submit to the COUNTY, on or before March 31 of each year a completed audit of expenses paid for by Hardwire 911 Fees and Wireless 911 Fees for the prior fiscal year that ended on September 30th. The CITY will bear the cost of such audit.

ARTICLE II

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2. Transfer to the CITY, in a timely manner, the CITY's share of Hardwire 911 Fees that the COUNTY receives based on the number of such telephone service subscribers serviced by the CITY's Emergency 911 system.

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ARTICLE V

INDEMNIFICATION AND HOLD HARMLESS

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MIAMI-DADE COUNTY, FLORIDA

Approved as to form and
legal sufficiency

By: _____
George Burgess
County Manager

_____
Assistant County Attorney

Attest: _____
Deputy Clerk
(seal)

CITY OF CORAL GABLES

Approved as to form and
legal sufficiency

By: _____
David L. Brown
City Manager

Attest: _____
Clerk
(seal)

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2006 by and between Miami-Dade County, a political subdivision of the State of Florida, (hereinafter referred as to as the COUNTY), and the City of Hialeah, a municipal corporation under the laws of the State of Florida (hereinafter referred to as the CITY).

WHEREAS, the COUNTY and the CITY both desire to continue to provide their citizens with a single, primary three-digit emergency phone number as is intended and outlined in the Florida Emergency Telephone Act (Section 365.171, Florida Statutes) and the Wireless Emergency Communications Act (Section 365.172, Florida Statutes), and

WHEREAS, the CITY desires to expedite the collection of fees by the COUNTY on its behalf, it hereby waives the provisions of Section 2-1, Rule 5.06(f), Miami-Dade County Code, which direct that each County ordinance that affects the jurisdiction or the duties of municipalities should be brought forward for second reading at least six weeks after its passage on first reading, and

WHEREAS, local telephone exchange providers will bill their subscribers for the Emergency 911 fee, collect all Emergency 911 fees paid by subscribers and then transfer to the COUNTY, less a one (1) percent remuneration for administrative costs, the balance of the Emergency 911 fees, and

WHEREAS, wireless telephone service providers will bill their subscribers for Emergency 911 fees, collect all Emergency 911 fees paid by subscribers and then transfer to the Florida State Wireless 911 Board, less a one (1) percent remuneration for administrative costs, the balance of the Emergency 911 fees, and the Florida State

Wireless 911 Board will transfer a portion of these funds to the COUNTY pursuant to Section 365.173, Florida Statutes.

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6. Be solely responsible for surpluses or deficits in its own accounts, and accept annual adjustments to the Hardwire 911 Fees and Wireless 911 Fees as may be required by the COUNTY and/or the State in order to eliminate surpluses

or deficits in the COUNTY'S and/or CITY'S Emergency 911 system fee accounts.

7. Submit to the COUNTY, on or before March 31 of each year a completed audit of expenses paid for by Hardwire 911 Fees and Wireless 911 Fees for the prior fiscal year that ended on September 30th. The CITY will bear the cost of such audit.

ARTICLE II
RESPONSIBILIITES OF THE COUNTY

The COUNTY agrees to:

1. Receive Hardwire 911 Fees and Wireless 911 Fees from local telephone exchange providers and the Florida State Technology Office.

2. Transfer to the CITY, in a timely manner, the CITY'S share of Hardwire 911 Fees that the COUNTY receives based on the number of such telephone service subscribers serviced by the CITY'S Emergency 911 System.

3. Transfer to the CITY, in a timely manner, the CITY'S share of Wireless 911 Fees that the COUNTY receives based on the percentage of wireless 911 calls received by the CITY.

ARTICLE III
MAINTENANCE AND AVAILABILITY OF RECORDS

Each party shall maintain all financial records and accounts in accordance with Generally Accepted Accounting Principles (GAAP). Furthermore, each party will maintain all records related to this AGREEMENT pursuant to law and state-established records retention schedules. For example, record copies of documents consisting of legal records, correspondence, reports, purchases of non-capital items and services, etc., relating to this AGREEMENT must be maintained for five (5) fiscal years after termination of the AGREEMENT provided applicable audits have been released. See Florida Department of State, General Schedule for Local Government Agencies GS1-L,

July 2001, Contracts/Leases/Agreements: Non-Capital Improvement (Item #65). Records maintained by each party pursuant to this AGREEMENT will be made available to the other party for audit purposes.

ARTICLE IV
TERMINATION/MODIFICATION OF AGREEMENT

Each party retains the right to terminate this AGREEMENT, without cause, provided written notice of forty-five (45) days is given by U. S. mail. In addition, each party may terminate this AGREEMENT for cause upon thirty (30) days written notice. Cause shall include a breach of the AGREEMENT, a violation by either party of pertinent federal or state law, regulation or rule governing the use of such fees, or any change in law that materially modifies the responsibilities of the parties.

ARTICLE V
INDEMNIFACTION AND HOLD HARMLESS

To the extent permitted by law and as limited by Section 768.28, Florida Statutes, the CITY shall defend, indemnify and hold harmless MDC and its officers, employees, or agents from any and all liability, losses or damages, including Attorneys' fees and costs of defense which MDC or its officers, employees or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of the AGREEMENT by the CITY, its employees, officers and agents. MDC shall promptly notify the CITY of each claim, cooperate with the CITY in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the CITY'S participation.

The indemnification provisions of the AGREEMENT shall survive termination of this AGREEMENT for any claims that may be filed after the termination date of the AGREEMENT provided the claims are based upon actions that occurred during the performance of this AGREEMENT.

ARTICLE VI
ASSIGNMENT

The CITY shall not assign, transfer, pledge, hypothecate, surrender, or otherwise encumber or dispose of this AGREEMENT, or any interest in any portion of same, without the prior written consent of the COUNTY. The COUNTY shall not assign, transfer, pledge, hypothecate, surrender, or otherwise encumber or dispose of this AGREEMENT, or any interest in any portion of same, without the prior written consent of the CITY.

ARTICLE VII
TERM AND RENEWAL

This AGREEMENT shall run for a term of two years from the date it is signed by both parties. Thereafter, it shall automatically renew for additional two-year terms unless terminated by either party.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their respective and duly authorized officers on the day and year first above written.

Attest:

MIAMI-DADE COUNTY, FLORIDA

By: _____
George Burgess
County Manager

_____
Deputy Clerk
(Seal)

Approved as to form and
legal sufficiency:

_____
Assistant County Attorney

Attest:

CITY OF HIALEAH, FLORIDA

_____
Rafael E. Granado
City Clerk

By: _____ 4-20-06
Mayor Julio Robaina

Approved as to form and
legal sufficiency:

_____
William M. Grodnick
City Attorney

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2006 by and between Miami-Dade County, a political subdivision of the State of Florida, (hereinafter referred as to as the COUNTY), and the City of Miami, a municipal corporation under the laws of the State of Florida (hereinafter referred to as the CITY).

WHEREAS, the COUNTY and the CITY both desire to continue to provide their citizens with a single, primary three-digit emergency phone number as is intended and outlined in the Florida Emergency Telephone Act (Section 365.171, Florida Statutes) and the Wireless Emergency Communications Act (Section 365.172, Florida Statutes), and

WHEREAS, the CITY desires to expedite the collection of fees by the COUNTY on its behalf, it hereby waives the provisions of Section 2-1, Rule 5.06(f), Miami-Dade County Code, which direct that each County ordinance that affects the jurisdiction or the duties of municipalities should be brought forward for second reading at least six weeks after its passage on first reading, and

WHEREAS, local telephone exchange providers will bill their subscribers for the Emergency 911 fee, collect all Emergency 911 fees paid by subscribers and then transfer to the COUNTY, less a one (1) percent remuneration for administrative costs, the balance of the Emergency 911 fees, and

WHEREAS, wireless telephone service providers will bill their subscribers for Emergency 911 fees, collect all Emergency 911 fees paid by subscribers and then transfer to the Florida State Wireless 911 Board, less a one (1) percent remuneration for administrative costs, the balance of the Emergency 911 fees, and the Florida State Wireless 911 Board will transfer a portion of these funds to the COUNTY pursuant to Section 365.173, Florida Statutes.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I

RESPONSIBILITIES OF THE CITY

The CITY agrees to:

1. Establish a strict accounting that tracks the use of the funds at issue that allows an audit to determine whether the funds have been spent as allowed by law, including establishing at least two separate accounts to be used for the deposit of funds or fees received from the COUNTY, including: one account designated for funds received pursuant to the Florida Emergency Telephone Act, Section 365.171, Florida Statutes (hereinafter referenced as "Hardwire 911 Fee"); and a separate account designated for funds received pursuant to the Wireless Emergency Communications Act, Section 365.172, Florida Statutes (hereinafter referenced as "Wireless 911 Fee").

2. Restrict the use of Hardwire 911 Fees only to expenses allowed by applicable law, including Section 365.171(13)(a)6, Florida Statutes.

3. Restrict the use of Wireless 911 Fees only to expenses allowed by applicable law, including in Sections 365.171(13)(a)6, 365.172, and 365.173, Florida Statutes.

4. Pay for reasonable COUNTY expenses that are related to any audit legally required to be conducted by the COUNTY of the Hardwire 911 Fees and Wireless 911 Fees received by the CITY from the COUNTY, any reasonable costs for similar audits conducted by the State when the State can legally impose such costs on either the COUNTY or the CITY.

5. Submit to the COUNTY on or before June 15 of each year, a proposed budget for the use of Hardwire 911 Fees and Wireless 911 Fees for the next fiscal year beginning on October 1st of the same year and ending on September 30th of the following calendar year.

6. Be solely responsible for surpluses or deficits in its own accounts, and accept annual adjustments to the Hardwire 911 Fees and Wireless 911 Fees as may be required by the COUNTY and/or the State in order to eliminate surpluses or deficits in the COUNTY'S and/or CITY's Emergency 911 system fee accounts.

7. Submit to the COUNTY, on or before March 31 of each year a completed audit of expenses paid for by Hardwire 911 Fees and Wireless 911 Fees for the prior fiscal year that ended on September 30th. The CITY will bear the cost of such audit.

ARTICLE II

RESPONSIBILITIES OF THE COUNTY

The COUNTY agrees to:

1. Receive Hardwire 911 Fees and Wireless 911 Fees from local telephone exchange providers and the Florida State Technology Office.

2. Transfer to the CITY, in a timely manner, the CITY's share of Hardwire 911 Fees that the COUNTY receives based on the number of such telephone service subscribers serviced by the CITY's Emergency 911 system.

3. Transfer to the CITY, in a timely manner, the CITY's share of Wireless 911 Fees that the COUNTY receives based on the percentage of wireless 911 calls received by the CITY.

ARTICLE III

MAINTENANCE AND AVAILABILITY OF RECORDS

Each party shall maintain all financial records and accounts in accordance with Generally Accepted Accounting Principles (GAAP). Furthermore, each party will maintain all records related to this AGREEMENT pursuant to law and state-established records retention schedules. For example, record copies of documents consisting of legal records, correspondence, reports, purchases of non-capital items and services, etc., relating to this AGREEMENT must be maintained for five (5) fiscal years after termination of the AGREEMENT provided applicable audits have been released. See Florida Department of State, General Schedule For Local Government Agencies GS1-L, July 2001, Contracts/ Leases/ Agreements: Non-Capital Improvement (Item# 65). Records maintained by each party pursuant to this AGREEMENT will be made available to the other party for audit purposes.

ARTICLE IV

TERMINATION/MODIFICATION OF AGREEMENT

Each party retains the right to terminate this AGREEMENT, without cause, provided written notice of forty-five (45) days is given by U.S. mail. In addition, each party may terminate this AGREEMENT for cause upon thirty (30) days written notice. Cause shall include a breach of the AGREEMENT, a violation by either party of pertinent federal or state law, regulation or rule governing the use of such fees, or any change in law that materially modifies the responsibilities of the parties.

ARTICLE V

INDEMNIFICATION AND HOLD HARMLESS

To the extent permitted by law and as limited by Section 768.28, Florida Statutes, the CITY shall defend, indemnify and hold harmless MDC and its officers, employees, or agents from any and all liability, losses or damages, including Attorneys' fees and costs of defense, which MDC or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this AGREEMENT by the CITY, its employees, officers and agents. MDC shall promptly notify the CITY of each claim, cooperate with the CITY in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the CITY'S participation.

The indemnification provisions of this AGREEMENT shall survive termination of this AGREEMENT for any claims that may be filed after the termination date of the AGREEMENT provided the claims are based upon actions that occurred during the performance of this AGREEMENT.

ARTICLE VI

ASSIGNMENT

The CITY shall not assign, transfer, pledge, hypothecate, surrender, or otherwise encumber or dispose of this AGREEMENT, or any interest in any portion of same, without the prior written consent of the COUNTY. The COUNTY shall not assign, transfer, pledge, hypothecate, surrender, or otherwise encumber or dispose of this AGREEMENT, or any interest in any portion of same, without the prior written consent of the CITY.

ARTICLE VII

TERM AND RENEWAL

This AGREEMENT shall run for a term of two years from the date it is signed by both parties. Thereafter, it shall automatically renew for additional two year terms unless terminated by either party.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their respective and duly authorized officers on the day and year first above written.

MIAMI-DADE COUNTY, FLORIDA

Approved as to form and
legal sufficiency

By: _____
George Burgess
County Manager

_____
Assistant County Attorney

Attest: _____
Deputy Clerk
(seal)

CITY OF MIAMI

Attest: _____
Priscilla Thompson
City Clerk

By: _____
Joe Arriola
City Manager

Approved as to Legal Form and Correctness:

Jorge L. Fernandez
City Attorney

Approved as to Insurance Requirements:

LeeAnn Brehm, Director
Risk Management

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2006 by and between Miami-Dade County, a political subdivision of the State of Florida, (hereinafter referred as to as the COUNTY), and the City of Miami Beach, a municipal corporation under the laws of the State of Florida (hereinafter referred to as the CITY).

WHEREAS, the COUNTY and the CITY both desire to continue to provide their citizens with a single, primary three-digit emergency phone number as is intended and outlined in the Florida Emergency Telephone Act (Section 365.171, Florida Statutes) and the Wireless Emergency Communications Act (Section 365.172, Florida Statutes), and

WHEREAS, the CITY desires to expedite the collection of fees by the COUNTY on its behalf, it hereby waives the provisions of Section 2-1, Rule 5.06(f), Miami-Dade County Code, which direct that each County ordinance that affects the jurisdiction or the duties of municipalities should be brought forward for second reading at least six weeks after its passage on first reading, and

WHEREAS, local telephone exchange providers will bill their subscribers for the Emergency 911 fee, collect all Emergency 911 fees paid by subscribers and then transfer to the COUNTY, less a one (1) percent remuneration for administrative costs, the balance of the Emergency 911 fees, and

WHEREAS, wireless telephone service providers will bill their subscribers for Emergency 911 fees, collect all Emergency 911 fees paid by subscribers and then transfer to the Florida State Wireless 911 Board, less a one (1) percent remuneration for administrative costs, the balance of the Emergency 911 fees, and the Florida State Wireless 911 Board will transfer a portion of these funds to the COUNTY pursuant to Section 365.173, Florida Statutes.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I

RESPONSIBILITIES OF THE CITY

The CITY agrees to:

1. Establish a strict accounting that tracks the use of the funds at issue that allows an audit to determine whether the funds have been spent as allowed by law, including establishing at least two separate accounts to be used for the deposit of funds or fees received from the COUNTY, including: one account designated for funds received pursuant to the Florida Emergency Telephone Act, Section 365.171, Florida Statutes (hereinafter referenced as "Hardwire 911 Fee"); and a separate account designated for funds received pursuant to the Wireless Emergency Communications Act, Section 365.172, Florida Statutes (hereinafter referenced as "Wireless 911 Fee").

2. Restrict the use of Hardwire 911 Fees only to expenses allowed by applicable law, including Section 365.171(13)(a)6, Florida Statutes.

3. Restrict the use of Wireless 911 Fees only to expenses allowed by applicable law, including in Sections 365.171(13)(a)6, 365.172, and 365.173, Florida Statutes.

4. Pay for reasonable COUNTY expenses that are related to any audit legally required to be conducted by the COUNTY of the Hardwire 911 Fees and Wireless 911 Fees received by the CITY from the COUNTY, any reasonable costs for similar audits conducted by the State when the State can legally impose such costs on either the COUNTY or the CITY.

5. Submit to the COUNTY on or before June 15 of each year, a proposed budget for the use of Hardwire 911 Fees and Wireless 911 Fees for the next fiscal year beginning on October 1st of the same year and ending on September 30th of the following calendar year.

6. Be solely responsible for surpluses or deficits in its own accounts, and accept annual adjustments to the Hardwire 911 Fees and Wireless 911 Fees as may be required by the COUNTY and/or the State in order to eliminate surpluses or deficits in the COUNTY'S and/or CITY's Emergency 911 system fee accounts.

7. Submit to the COUNTY, on or before March 31 of each year a completed audit of expenses paid for by Hardwire 911 Fees and Wireless 911 Fees for the prior fiscal year that ended on September 30th. The CITY will bear the cost of such audit.

ARTICLE II

RESPONSIBILITIES OF THE COUNTY

The COUNTY agrees to:

1. Receive Hardwire 911 Fees and Wireless 911 Fees from local telephone exchange providers and the Florida State Technology Office.

2. Transfer to the CITY, in a timely manner, the CITY's share of Hardwire 911 Fees that the COUNTY receives based on the number of such telephone service subscribers serviced by the CITY's Emergency 911 system.

3. Transfer to the CITY, in a timely manner, the CITY's share of Wireless 911 Fees that the COUNTY receives based on the percentage of wireless 911 calls received by the CITY.

ARTICLE III

MAINTENANCE AND AVAILABILITY OF RECORDS

Each party shall maintain all financial records and accounts in accordance with Generally Accepted Accounting Principles (GAAP). Furthermore, each party will maintain all records related to this AGREEMENT pursuant to law and state-established records retention schedules. For example, record copies of documents consisting of legal records, correspondence, reports, purchases of non-capital items and services, etc., relating to this AGREEMENT must be maintained for five (5) fiscal years after termination of the AGREEMENT provided applicable audits have been released. See Florida Department of State, General Schedule For Local Government Agencies GS1-L, July 2001, Contracts/ Leases/ Agreements: Non-Capital Improvement (Item# 65). Records maintained by each party pursuant to this AGREEMENT will be made available to the other party for audit purposes.

ARTICLE IV

TERMINATION/MODIFICATION OF AGREEMENT

Each party retains the right to terminate this AGREEMENT, without cause, provided written notice of forty-five (45) days is given by U.S. mail. In addition, each party may terminate this AGREEMENT for cause upon thirty (30) days written notice. Cause shall include a breach

of the AGREEMENT, a violation by either party of pertinent federal or state law, regulation or rule governing the use of such fees, or any change in law that materially modifies the responsibilities of the parties.

ARTICLE V

INDEMNIFICATION AND HOLD HARMLESS

To the extent permitted by law and as limited by Section 768.28, Florida Statutes, the CITY shall defend, indemnify and hold harmless MDC and its officers, employees, or agents from any and all liability, losses or damages, including Attorneys' fees and costs of defense, which MDC or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this AGREEMENT by the CITY, its employees, officers and agents. MDC shall promptly notify the CITY of each claim, cooperate with the CITY in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the CITY'S participation.

The indemnification provisions of this AGREEMENT shall survive termination of this AGREEMENT for any claims that may be filed after the termination date of the AGREEMENT provided the claims are based upon actions that occurred during the performance of this AGREEMENT.

ARTICLE VI

ASSIGNMENT

The CITY shall not assign, transfer, pledge, hypothecate, surrender, or otherwise encumber or dispose of this AGREEMENT, or any interest in any portion of same, without the prior written consent of the COUNTY. The COUNTY shall not assign, transfer, pledge, hypothecate, surrender, or otherwise encumber or dispose of this AGREEMENT, or any interest in any portion of same, without the prior written consent of the CITY.

ARTICLE VII

TERM AND RENEWAL

This AGREEMENT shall run for a term of two years from the date it is signed by both parties. Thereafter, it shall automatically renew for additional two year terms unless terminated by either party.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their respective and duly authorized officers on the day and year first above written.

MIAMI-DADE COUNTY, FLORIDA

Approved as to form and
legal sufficiency

Assistant County Attorney

By: _____
George Burgess
County Manager

Attest: _____
Deputy Clerk
(seal)

CITY OF MIAMI BEACH

By: _____
Jorge M. Gonzalez
City Manager

Attest: _____
Clerk
(seal)

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 9/14/06
Date

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2006 by and between Miami-Dade County, a political subdivision of the State of Florida, (hereinafter referred as to as the COUNTY), and the Village of Pinecrest, a municipal corporation under the laws of the State of Florida (hereinafter referred to as the VILLAGE).

WHEREAS, the COUNTY and the VILLAGE both desire to continue to provide their citizens with a single, primary three-digit emergency phone number as is intended and outlined in the Florida Emergency Telephone Act (Section 365.171, Florida Statutes) and the Wireless Emergency Communications Act (Section 365.172, Florida Statutes), and

WHEREAS, the VILLAGE desires to expedite the collection of fees by the COUNTY on its behalf, it hereby waives the provisions of Section 2-1, Rule 5.06(f), Miami-Dade County Code, which direct that each County ordinance that affects the jurisdiction or the duties of municipalities should be brought forward for second reading at least six weeks after its passage on first reading, and

WHEREAS, local telephone exchange providers will bill their subscribers for the Emergency 911 fee, collect all Emergency 911 fees paid by subscribers and then transfer to the COUNTY, less a one (1) percent remuneration for administrative costs, the balance of the Emergency 911 fees, and

WHEREAS, wireless telephone service providers will bill their subscribers for Emergency 911 fees, collect all Emergency 911 fees paid by subscribers and then transfer to the Florida State Wireless 911 Board, less a one (1) percent remuneration for administrative costs, the balance of the Emergency 911 fees, and the Florida State Wireless 911 Board will transfer a portion of these funds to the COUNTY pursuant to Section 365.173, Florida Statutes.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I

RESPONSIBILITIES OF THE VILLAGE

The VILLAGE agrees to:

1. Establish a strict accounting that tracks the use of the funds at issue that allows an audit to determine whether the funds have been spent as allowed by law, including establishing at least two separate accounts to be used for the deposit of funds or fees received from the COUNTY, including: one account designated for funds received pursuant to the Florida Emergency Telephone Act, Section 365.171, Florida Statutes (hereinafter referenced as "Hardwire 911 Fee"); and a separate account designated for funds received pursuant to the Wireless Emergency Communications Act, Section 365.172, Florida Statutes (hereinafter referenced as "Wireless 911 Fee").

2. Restrict the use of Hardwire 911 Fees only to expenses allowed by applicable law, including Section 365.171(13)(a)6, Florida Statutes.

3. Restrict the use of Wireless 911 Fees only to expenses allowed by applicable law, including in Sections 365.171(13)(a)6, 365.172, and 365.173, Florida Statutes.

4. Pay for reasonable COUNTY expenses that are related to any audit legally required to be conducted by the COUNTY of the Hardwire 911 Fees and Wireless 911 Fees received by the VILLAGE from the COUNTY, any reasonable costs for similar audits conducted by the State when the State can legally impose such costs on either the COUNTY or the VILLAGE.

5. Submit to the COUNTY on or before June 15 of each year, a proposed budget for the use of Hardwire 911 Fees and Wireless 911 Fees for the next fiscal year beginning on October 1st of the same year and ending on September 30th of the following calendar year.

6. Be solely responsible for surpluses or deficits in its own accounts, and accept annual adjustments to the Hardwire 911 Fees and Wireless 911 Fees as may be required by the COUNTY and/or the State in order to eliminate surpluses or deficits in the COUNTY'S and/or VILLAGE's Emergency 911 system fee accounts.

7. Submit to the COUNTY, on or before March 31 of each year a completed audit of expenses paid for by Hardwire 911 Fees and Wireless 911 Fees for the prior fiscal year that ended on September 30th. The VILLAGE will bear the cost of such audit.

ARTICLE II

RESPONSIBILITIES OF THE COUNTY

The COUNTY agrees to:

1. Receive Hardwire 911 Fees and Wireless 911 Fees from local telephone exchange providers and the Florida State Technology Office.

2. Transfer to the VILLAGE, in a timely manner, the VILLAGE's share of Hardwire 911 Fees that the COUNTY receives based on the number of such telephone service subscribers serviced by the VILLAGE's Emergency 911 system.

3. Transfer to the VILLAGE, in a timely manner, the VILLAGE's share of Wireless 911 Fees that the COUNTY receives based on the percentage of wireless 911 calls received by the VILLAGE.

ARTICLE III

MAINTENANCE AND AVAILABILITY OF RECORDS

Each party shall maintain all financial records and accounts in accordance with Generally Accepted Accounting Principles (GAAP). Furthermore, each party will maintain all records related to this AGREEMENT pursuant to law and state-established records retention schedules. For example, record copies of documents consisting of legal records, correspondence, reports, purchases of non-capital items and services, etc., relating to this AGREEMENT must be maintained for five (5) fiscal years after termination of the AGREEMENT provided applicable audits have been released. See Florida Department of State, General Schedule For Local Government Agencies GS1-L, July 2001, Contracts/ Leases/ Agreements: Non-Capital Improvement (Item# 65). Records maintained by each party pursuant to this AGREEMENT will be made available to the other party for audit purposes.

ARTICLE IV

TERMINATION/MODIFICATION OF AGREEMENT

Each party retains the right to terminate this AGREEMENT, without cause, provided written notice of forty-five (45) days is given by U.S. mail. In addition, each party may terminate this AGREEMENT for cause upon thirty (30) days written notice. Cause shall include a breach of the AGREEMENT, a violation by either party of pertinent federal or state law, regulation or rule governing the use of such fees, or any change in law that materially modifies the responsibilities of the parties.

ARTICLE V

INDEMNIFICATION AND HOLD HARMLESS

To the extent permitted by law and as limited by Section 768.28, Florida Statutes, the VILLAGE shall defend, indemnify and hold harmless MDC and its officers, employees, or agents from any and all liability, losses or damages, including Attorneys' fees and costs of defense, which MDC or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this AGREEMENT by the VILLAGE, its employees, officers and agents. MDC shall promptly notify the VILLAGE of each claim, cooperate with the VILLAGE in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the VILLAGE'S participation.

The indemnification provisions of this AGREEMENT shall survive termination of this AGREEMENT for any claims that may be filed after the termination date of the AGREEMENT provided the claims are based upon actions that occurred during the performance of this AGREEMENT.

ARTICLE VI

ASSIGNMENT

The VILLAGE shall not assign, transfer, pledge, hypothecate, surrender, or otherwise encumber or dispose of this AGREEMENT, or any interest in any portion of same, without the prior written consent of the COUNTY. The COUNTY shall not assign, transfer, pledge, hypothecate, surrender, or otherwise encumber or dispose of this AGREEMENT, or any interest in any portion of same, without the prior written consent of the VILLAGE.

ARTICLE VII

TERM AND RENEWAL

This AGREEMENT shall run for a term of two years from the date it is signed by both parties. Thereafter, it shall automatically renew for additional two year terms unless terminated by either party.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their respective and duly authorized officers on the day and year first above written.

MIAMI-DADE COUNTY, FLORIDA

Approved as to form and
legal sufficiency

By: _____
George Burgess
County Manager

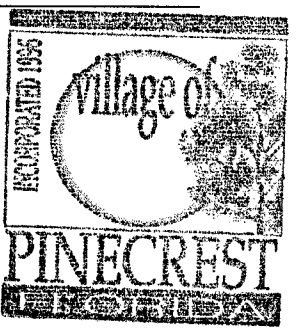
_____
Assistant County Attorney

Attest: _____
Deputy Clerk
(seal)

VILLAGE OF PINECREST

Approved as to form and
legal sufficiency

By: _____
Peter G. Lombardi
Village Manager

Cynthia Everett
Village Attorney

Attest: _____
Clerk
(seal)