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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 8(I)(3)

TO:	Honorable Chairman Jean Monestime and Members, Board of County Commissioners	**DATE:**	May 5, 2015
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Resolution ratifying the County Mayor action to execute an Interlocal Cooperation Agreement between Miami-Dade County and municipalities which operate an Emergency 911 System in Miami-Dade County, specifically, the Cities of Aventura, Coral Gables, Hialeah, Miami, and Miami Beach, and the Village of Pinecrest; and authorizing the County Mayor to exercise the termination provisions contained therein Resolution No. R-400-15

The accompanying resolution was prepared by Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum

MIAMI-DADE COUNTY

DATE: May 5, 2015

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

FROM: Carlos A. Gimenez
Mayor

SUBJECT: Resolution Ratifying Execution of an Interlocal Cooperation Agreement Between Miami-Dade County and the Municipalities of Aventura, Coral Gables, Hialeah, Miami, Miami Beach, and Pinecrest Concerning the Administration of the Emergency 911 System Fund

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Recommendation
It is recommended that the Board of County Commissioners (Board) ratify the County Mayor or County Mayor's designee's action to execute the Interlocal Cooperation Agreement (Agreement) between Miami-Dade County, through the Miami-Dade Police Department, and six (6) municipalities that operate an Emergency 911 System in Miami-Dade County. Specifically, these municipalities are: Aventura, Coral Gables, Hialeah, Miami, Miami Beach, and Pinecrest. The intent of this Interlocal Cooperation Agreement is to ensure that Miami-Dade County and the participating municipalities accurately administer the Emergency 911 System Fund. These Agreements, effective upon signature, will be effective through January 1, 2025.

Scope
These Agreements will provide countywide services and, therefore, have a countywide impact.

Fiscal Impact/Funding Source
There is no fiscal impact to Miami-Dade County.

Track Record/Monitor
The Agreement will be administered and monitored by Gustavo Knoepffler, Chief Financial Officer, Miami-Dade Police Department, who has chain of command responsibility for both the Communications and Fiscal Administration Bureaus.

Delegation of Authority
The County Mayor or County Mayor's designee or official representative from the respective municipality is authorized to terminate this Agreement with or without cause upon providing thirty (30) days written notice to the other party.

Background
Resolution R-317-07 previously authorized the Agreement. A new Agreement is necessary to conform to changes in Florida law, which has been amended to reflect current technology such as updating the categories of telephone services fees from hardwire and wireless to wireless, non-wireless, and prepaid wireless fees. Other revisions were also made with regard to the administration of these fees. The

Agreement has been updated to reflect these statutory requirements. This Agreement ensures that the County and the participating municipalities accurately administer the Emergency 911 System Fund in accordance with Florida law.

Russell Benford
Deputy Mayor

MEMORANDUM
(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: May 5, 2015

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(I)(3)

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**

_____ **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 ____, 3/5's ____, unanimous _____) 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. 8(I)(3)
5-5-15

RESOLUTION NO. R-400-15

RESOLUTION RATIFYING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE ACTION TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND MUNICIPALITIES WHICH OPERATE AN EMERGENCY 911 SYSTEM IN MIAMI-DADE COUNTY, SPECIFICALLY, THE CITIES OF AVENTURA, CORAL GABLES, HIALEAH, MIAMI, AND MIAMI BEACH, AND THE VILLAGE OF PINECREST; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE THE TERMINATION 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 this Board ratify the County Mayor or County Mayor's designee action to execute an Interlocal Cooperation Agreement between Miami-Dade County and municipalities which operate Emergency 911 System in Miami-Dade County, specifically the Cities of Aventura, Coral Gables, Hialeah, Miami, and Miami Beach, and the Village of Pinecrest, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to exercise the termination provisions contained therein.

The foregoing resolution was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman			**aye**
Esteban L. Bovo, Jr., Vice Chairman			**aye**
Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Dennis C. Moss	**absent**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**absent**	Xavier L. Suarez	**aye**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of May, 2015. 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: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. MP

Matthew Papkin

INTERLOCAL COOPERATION AGREEMENT

BETWEEN MIAMI-DADE COUNTY AND

THE CITY OF AVENTURA

FOR EMERGENCY 911 SYSTEM FUND

THIS AGREEMENT, made and entered into this 17th day of February, 2015, by and between Miami-Dade County, a political subdivision of the State of Florida, (hereinafter referred to as the COUNTY), and the City of Aventura, a municipal corporation organized and existing under the laws of the State of Florida and located in Miami-Dade County, (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 Florida Statutes, Chapter 365, *Use of Telephones and Facsimile Machines*, more specifically sections relating to Florida's Emergency Communications Number E911.

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 such fees to the State of Florida, 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 these fees to the Florida State Wireless 911 Board, less a one (1) percent remuneration for administrative costs, the balance of the Emergency 911 fees. Then

the Florida State Wireless 911 Board will transfer a portion of these funds to the COUNTY pursuant to Florida law; and

WHEREAS, the intent of this INTERLOCAL AGREEMENT is to ensure that the COUNTY and the participating municipality operating an E911 system accurately administer E911 fees in accordance with Florida law;

NOW, THEREFORE, BE IT KNOWN that Miami-Dade County and the undersigned municipality, in consideration for mutual promises and covenants contained herein, agree to fully and faithfully abide by and be bound by the following terms and conditions:

ARTICLE I
RESPONSIBILITIES OF THE CITY

The CITY agrees to:

1. Establish a strict accounting that tracks the use of E911 fees and provides an audit report to ensure that the E911 funds are received, dispersed and managed in accordance with Florida law. For accounting purposes, the Emergency 911 (E911) System Fund must be segregated into three (3) separate accounts: the wireless category; non-wireless category; and the prepaid wireless category.
2. Pay for reasonable COUNTY expenses that are related to any audit legally required to be conducted by the COUNTY of the wireless, non-wireless, and prepaid wireless E911 fees received by the CITY from the COUNTY, and 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.

3. Submit to the COUNTY on or before June 15 of each year, a proposed budget for the use of the wireless, non-wireless and prepaid wireless categories in accordance with Florida law for the next fiscal year beginning on October 1st of the same year and ending on September 30th of the following calendar year.
4. Be solely responsible for surpluses or deficits in its own accounts, and accept annual adjustments to the wireless, non-wireless and prepaid wireless E911 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 E911 System fee accounts.
5. Submit to the COUNTY, on or before March 31 of each year, a completed audit of expenses paid for by wireless, non-wireless and prepaid wireless E911 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 wireless, non-wireless and prepaid wireless E911 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 wireless, non-wireless and prepaid wireless E911 fees that the COUNTY receives.

ARTICLE III
PREVAILING STATE LAW

This Agreement shall be construed in accordance with the current State of Florida laws governing Emergency Communications Number E911. Each party shall administer its E911 system, including the management of E911 fees, in accordance with current Florida law.

ARTICLE IV
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 completion or termination of the AGREEMENT provided applicable audits have been released and in compliance with the requirements documented in the most current Florida Department of State, General Schedule For Local Government Agencies. Records maintained by each party pursuant to this AGREEMENT will be made available to the other party for audit purposes.

ARTICLE V
INDEMNIFICATION

Each party to this Agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated

with any suit, action, or claim for damages arising from the performance of this Agreement.

ARTICLE VI
ASSIGNMENT

The CITY shall not assign, transfer, pledge, contract, sub-contract, surrender, or otherwise encumber or dispose of this AGREEMENT, or any interest in any portion of same.

ARTICLE VII
EFFECTIVE DATE AND AMENDMENTS

This AGREEMENT shall be in effect from the date of signing and will expire on January 1, 2025. This Agreement may not be amended or modified except in writing, signed and duly executed by the parties. Any amendments or modifications to this Agreement require County Commission approval via the County's legislative process.

ARTICLE VIII
TERMINATION

This AGREEMENT can be terminated by either party, without or without cause, upon providing thirty (30) days written notice to the other 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:

Carlos A. Gimenez, Mayor Date

2/6/15

J.D. Patterson, Director Date
Miami-Dade Police Department

ATTEST:

2/17/15

Harvey Ruvin, County Clerk Date
Miami-Dade County, Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

R. A. Cuevas, Jr., County Attorney Date
Miami-Dade County, Florida

CITY OF AVENTURA:

_____

Eric M. Soroka Date
City Manager

_____

Steve Steinberg Date
Chief of Police

_____

City Attorney Date