

RESOLUTION NO. R-2013-263

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE OFFICIALS TO EXECUTE THE ATTACHED ASSIGNMENT, DELEGATION, AND RELEASE AGREEMENT AS TO THE INTERLOCAL PROVIDING FOR DISTRIBUTION OF THE PROCEEDS ACCORDING TO THE FLORIDA EMERGENCY TELEPHONE ACT AMONG BROWARD COUNTY, THE SHERIFF OF BROWARD COUNTY, AND THE CITY.

WHEREAS, in 1992, the City entered into an Interlocal Agreement with Broward County providing for the distribution of a \$0.50 fee collected to support the 9-1-1 telephone system and the City's Public Safety Answering Point in accordance with the Florida Emergency Telephone Act ("PSAP Agreement"); and

WHEREAS, sometime after the execution of the Interlocal Agreement, the rights, duties and obligations of the County were assigned to the Sheriff and thereafter and up to October 1, 2012, the Sheriff performed all of its rights, duties and obligations under the PSAP Agreement; and

WHEREAS, as of October 1, 2012, the County assumed of the rights, duties and obligations of the Sheriff and the City and Sheriff pursuant to the attached Assignment, Delegation and Release of Agreement (the "Agreement") consent and agree to such assumption; and

WHEREAS, pursuant to the attached Agreement, the City is scheduled to receive a distribution of the 9-1-1 fee in the amount of \$416,517 (Exhibit "A") and an additional one-time distribution of \$69,706 (Exhibit "B"); and

WHEREAS, no amendments have been made to the PSAP Agreement other than to periodically replace Exhibit "A" which delineated the estimated annual distribution; and

WHEREAS, once the pending changes to the Countywide 9-1-1 System are implemented, the City will no longer receive the distributions provided for in the PSAP Agreement; and

WHEREAS, the City Manager and the Director of Financial Services recommend the approval of the attached Assignment, Delegation and Release of the PSAP Agreement;

RESOLUTION AUTHORIZING EXECUTION OF THE ATTACHED ASSIGNMENT, DELEGATION AND RELEASE AGREEMENT AS TO THE INTERLOCAL AGREEMENT PROVIDING FOR THE DISTRIBUTION OF PROCEEDS ACCORDING TO THE FLORIDA EMERGENCY TELEPHONE ACT.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That it hereby approves and authorizes the appropriate City Officials to execute the attached Assignment, Delegation, and Release Agreement as to the Interlocal Agreement providing for the distribution of the proceeds according to the Florida Emergency Telephone Act among Broward County, the Sheriff of Broward and the City, together with such non-material changes as may subsequently be agreed to by the City Manager and approved as to form and legality by the City Attorney.

Section 2: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 18 day of Sept, 2013.



PETER BOBER, MAYOR

ATTEST:



PATRICIA A. CERNY, MMC, CITY CLERK

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the
City of Hollywood, Florida, only.



JEFFREY P. SHEFFEL
CITY ATTORNEY

**ASSIGNMENT, DELEGATION, AND RELEASE AGREEMENT AS TO THE
INTERLOCAL AGREEMENT PROVIDING FOR DISTRIBUTION OF THE PROCEEDS
ACCORDING TO THE FLORIDA EMERGENCY TELEPHONE ACT**

THIS ASSIGNMENT, DELEGATION, AND RELEASE AGREEMENT AS TO THE INTERLOCAL AGREEMENT PROVIDING FOR DISTRIBUTION OF THE PROCEEDS ACCORDING TO THE FLORIDA EMERGENCY TELEPHONE ACT ("Assignment") is made by and among SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY, FLORIDA ("Sheriff"), BROWARD COUNTY, a political subdivision of the State of Florida ("County"), and the Florida municipal corporation or Independent Special District subscribing to this Assignment as evidenced by the execution of its authorized representative below ("City").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. PSAP Agreement. On or about January 14, 1992, the County and the City entered into an Interlocal Agreement providing for Distribution of the Proceeds According to the Florida Emergency Telephone Act relating to the City's Public Safety Answering Point ("PSAP Agreement").

2. No Amendments. To the best of the knowledge of the signators hereto, the PSAP Agreement has not been amended or modified in any way other than to periodically replace Exhibit A thereto in accordance with Section 4.1 of the PSAP Agreement. To the extent the terms of the PSAP Agreement were amended other than to replace Exhibit A thereto (hereinafter, any "Amendment"), the parties hereby agree and ratify the original terms of the PSAP Agreement prior to any such Amendment and expressly agree that any Amendment is hereby declared to be null and void *ab initio*, to the extent any such Amendment exists.

3. Performance Prior to Effective Date. The County performed all of its rights, duties and obligations under the PSAP Agreement up to and until the point in time at which the rights, duties and obligations of the County under the PSAP Agreement were assumed by and/or performed by the Broward Sheriff's Office.

4. Sheriff's Performance After Initial Assignment. At some point in time after the County and City entered into its Interlocal Agreement, the rights, duties and obligations of the County under the PSAP Agreement were assigned to the Sheriff. Thereafter and up to October 1, 2012 at 12:01 a.m. (the "Effective Date"), the Sheriff performed all of its rights, duties and obligations under the PSAP Agreement.

5. Performance After Effective Date. As of the "Effective Date", the County assumes all of its rights, duties and obligations under the PSAP Agreement, and the Sheriff and City agree and consent to the assumption by the County of such rights, duties and obligations under the PSAP Agreement as of the Effective Date. As of the Effective Date, the Sheriff relinquishes all right, duties and obligations under the PSAP Agreement including, if any, any

Amendment thereto, and the County and City hereby agree and consent to the relinquishment by the Sheriff of all such rights, duties and obligations under the PSAP Agreement.

6. Monthly Disbursements. The parties to this Assignment hereby agree that the monthly disbursements of funds due to the City on and after October 1, 2012 through and including April 1, 2013 ("Outstanding Monthly Disbursements"), are outstanding as of the execution date of this Assignment, and the parties agree and authorize the County to perform such Outstanding Monthly Disbursements within twenty (20) days of the complete execution of this Assignment by the County, Sheriff and City. The Outstanding Monthly Disbursements shall be in accordance with the terms of the PSAP Agreement and the annual maximum allocation attached hereto as Exhibit A, which the parties agree shall constitute the replacement Exhibit A to the PSAP Agreement for the period of October 1, 2012 through and including September 30, 2013. The parties agree and stipulate that the Outstanding Monthly Disbursements as set forth in this Section 5 shall be deemed timely and in full and complete compliance with the terms of the PSAP Agreement, notwithstanding any provision in the PSAP Agreement to the contrary.

7. One-Time Special Distribution. In addition to the Outstanding Monthly Disbursements, the County shall distribute a one-time special disbursement as set forth in Exhibit B hereto within twenty (20) days of the execution of this Assignment by the County, Sheriff, and City. This additional one-time special disbursement is the result of additional fee revenue from the State of Florida for the current fiscal year. This additional one-time special disbursement shall not affect on any monthly disbursement amounts and shall not count toward the maximum annual distribution amounts of Exhibit A.

8. No Default. The Sheriff, the City, and the County hereby represent and agree as follows: no notice of default has been given by any party under the PSAP Agreement; no party is in default of its obligations under the PSAP Agreement; and no known circumstances exist which, with the giving of notice or passage of time, would ripen into a default under the PSAP Agreement. All obligations of the parties under the PSAP Agreement up to the Effective Date of this Assignment have been fully performed by the respective parties.

9. Release. Sheriff, County and City hereby release and forever discharge each other, and their respective successors and assigns for all actions, causes of actions, suits, debts, damages, judgments, claims, demands, agreements, promises and obligations whatsoever, in law or in equity, which each party had, now has, or may have, or which any successor or assign of each party can, shall or may have, against the other party arising out of, related to, or in connection with actions or omissions under the PSAP Agreement prior to the Effective Date.

10. Execution. The Assignment is expressly subject to and contingent upon the approval and execution of this Assignment by the County, the Sheriff, and the City. The County Administrator shall execute the Assignment on behalf of the County under the authority granted by the Board with subsequent filing with the Broward Board of County Commissioners.

11. Conflicts. In the event of any conflict between the provisions of the PSAP Agreement and the provisions of this Assignment, the provisions of this Assignment shall control.

12. Severability. In the event any portion or provision of this Assignment is found to be unenforceable by any court of competent jurisdiction, that portion or provision shall be deemed severed from this Assignment and the balance of this Assignment shall remain in full force and effect.

13. Joint Preparation. This Assignment has been jointly prepared by the parties hereto, and shall not be construed more strictly against any party.

14. Applicable Law and Venue. This Assignment and the PSAP Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Florida. The parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Assignment or the PSAP Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. **BY ENTERING INTO THIS ASSIGNMENT, THE PARTIES EACH HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS THE PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS ASSIGNMENT OR THE PSAP AGREEMENT.**

15. Third Party Rights. Nothing in this Assignment shall be construed to give any rights or benefits to anyone other than Sheriff, County and City.

16. Successors and Assigns. This Assignment shall inure to and be binding upon the authorized successors and assigns of the parties.

17. Headings. The information contained in the headings is for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.

18. Multiple Copies. Multiple copies of this Assignment may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[REMAINDER INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Assignment: BROWARD COUNTY SHERIFF, signing by and through himself in his official capacity or his duly authorized representative, BROWARD COUNTY through its County Administrator, authorized to execute same by the Broward County Board of Commissioners action on the 26th day of February, 2013, and CITY, signing by and through its _____, duly authorized to execute same.

SHERIFF OF BROWARD COUNTY

By: _____
SCOTT J. ISRAEL, As Sheriff of Broward County

Date: _____

Approved as to form and legal sufficiency
subject to the execution by the parties:

By: _____
Ronald M. Gunzburger, General Counsel
Office of the General Counsel

Date: _____

ASSIGNMENT, DELEGATION, AND RELEASE AGREEMENT AS TO THE INTERLOCAL AGREEMENT PROVIDING FOR DISTRIBUTION OF THE PROCEEDS ACCORDING TO THE FLORIDA EMERGENCY TELEPHONE ACT

BROWARD COUNTY

WITNESS:

BROWARD COUNTY, by and through
its Board of County Commissioners

(Signature)

By _____
County Administrator

(Print Name of Witness)

____ day of _____, 20__

(Signature)

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

(Print Name of Witness)

By _____
Andrea S. Froome (Date)
Senior Assistant County Attorney

Insurance requirements
approved by Broward County
Risk Management Division

and

By _____
Signature (Date)

By _____
René D. Harrod (Date)
Assistant County Attorney

Print Name and Title above

ASF/RDH:lw
04/23/13
13-099.01
2013-04-23 PSAP Assignment Agreement

ASSIGNMENT, DELEGATION, AND RELEASE AGREEMENT AS TO THE INTERLOCAL AGREEMENT PROVIDING FOR DISTRIBUTION OF THE PROCEEDS ACCORDING TO THE FLORIDA EMERGENCY TELEPHONE ACT

CITY

ATTEST:

NAME OF CITY: _____

City Clerk

By: _____
City Mayor

Print Name

____ day of _____, 2013

I HEREBY CERTIFY that I have approved this Assignment as to form and legal sufficiency subject to execution by the parties:

City Attorney

Print name of City Attorney

EXHIBIT A

Recipient	Maximum Distribution Amount
Broward Sheriff's Office/PSB	\$1,932,274.00
Coconut Creek	\$101,378.00
Coral Springs	\$221,224.00
Fort Lauderdale	\$720,529.00
Hollywood	\$416,517.00
Margate	\$113,527.00
Pembroke Pines	\$297,108.00
Plantation	\$174,981.00
Pompano Beach	\$346,464.00
Sunrise	\$164,262.00

EXHIBIT B

One Time Special Distribution

Recipient	One Time Special Distribution Amount
Broward Sheriff's Office/PSB	\$ 323,373.00
Coconut Creek	\$ 16,966.00
Coral Springs	\$ 37,023.00
Fort Lauderdale	\$ 120,583.00
Hollywood	\$ 69,706.00
Margate	\$ 18,999.00
Pembroke Pines	\$ 49,722.00
Plantation	\$ 29,284.00
Pompano Beach	\$ 57,982.00
Sunrise	\$ 27,490.00