

RESOLUTION NO. 2015-103

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY, FLORIDA, FOR THE CONTINUAL OPERATION OF THE 911 SYSTEM AND THE COLLECTION OF SERVICE FEES THEREOF.

WHEREAS, the City of Hialeah finds that it is in the best interest of the City and its residents to enter into an interlocal agreement with Miami-Dade County, pursuant to section 163.01, Florida Statutes, that allows local governments to make the most efficient use of their powers to enable them to cooperate with other localities on the basis of mutual advantage; and

WHEREAS, the City of Hialeah is desirous to continue to provide its 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, and

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

WHEREAS, the City of Hialeah and its residents find that it is in their best interest to enter into the Interlocal Agreement for the Emergency 911 System Fund with Miami-Dade County so that the City may collect Emergency 911 fees to recover the costs involved in designing, purchasing, installing, testing, and operating the Emergency 911 system.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2: The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City, to enter into an interlocal agreement with Miami-Dade County for the continuation of the current 911 Emergency Telephone System, and further allowing for Miami-Dade County to collect fees on its behalf.

PASSED AND ADOPTED this 11 day of August, 2015.



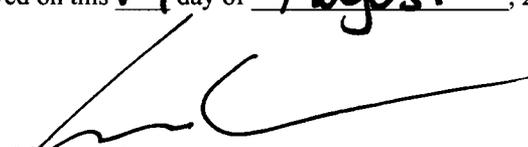
Isis Garcia-Martinez
Council President

Attest:

Approved on this 19 day of August, 2015

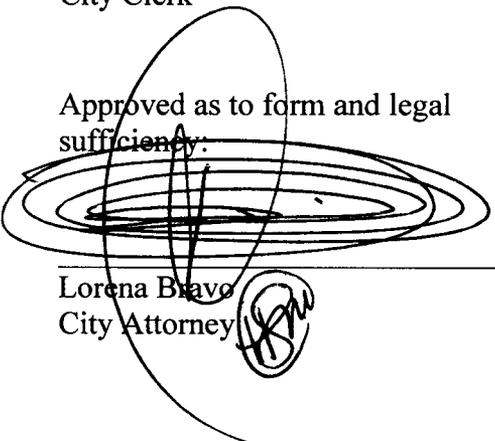


Marbelys Fatjo
City Clerk



Mayor Carlos Hernandez

Approved as to form and legal
sufficiency:



Lorena Bravo
City Attorney

Resolution was adopted by a (7-0) unanimous vote with Councilmembers, Caragol, Casáls-Muñoz, Cue-Fuente, Garcia-Martinez, Gonzalez, Hernandez and Lozano voting "Yes".

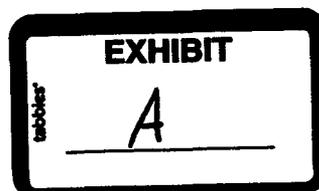
INTERLOCAL COOPERATION AGREEMENT
BETWEEN MIAMI-DADE COUNTY AND
THE CITY OF HIALEAH
FOR EMERGENCY 911 SYSTEM FUND

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 Hialeah, 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.

