

ASSIGNMENT, DELEGATION, AND RELEASE AGREEMENT

THIS ASSIGNMENT, DELEGATION, AND RELEASE AGREEMENT ("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 CITY OF DANIA BEACH ("City"), a Florida municipal corporation.

WHEREAS, on or about June 3, 2009, Sheriff and City entered into a Regional Interlocal Agreement with the City to establish a county-wide interoperable public safety intranet that can support closest unit response in life threatening emergencies and regional specialty teams;

WHEREAS, effective October 1, 2012 at 12:01 a.m. (the "Effective Date"), County has undertaken the operation of the Regional Communication System ("System") and in order that County may properly perform its functions as the operator of the System, it is appropriate that the Assigned Regional Interlocal Agreement between Sheriff and City be re-assigned to County;

WHEREAS, the June 3, 2009 Regional Interlocal Agreement is referred to herein as the "Assigned Regional Interlocal Agreement";

WHEREAS, as of the Effective Date, County has agreed to assume Sheriff's rights, duties and obligations under the Assigned Regional Interlocal Agreement;

WHEREAS, Sheriff is willing to assign the Assigned Regional Interlocal Agreement to County and County is willing to accept the assignment of the Assigned Regional Interlocal Agreement;

WHEREAS, on February 26, 2013, the Broward County Board of County Commissioners ("Board") authorized the County Administrator to, *inter alia*, enter into agreements necessary for the assignment of contracts and agreements necessary to expedite the implementation/facilitation of regional communications service delivery through the County's Office of Communications Technology; and

WHEREAS, the parties desire to enter into this Assignment in order to formalize the assignment to the County of all of the Sheriff's rights, obligations and responsibilities under the Assigned Regional Interlocal Agreement.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, Sheriff, County, and City agree as follows:

ARTICLE 1

DEFINED TERMS; RATIFICATION; CONFLICTS

- 1.1 Defined Terms. All defined terms in this Assignment shall have the same meaning as in the Assigned Regional Interlocal Agreement, except as otherwise noted.
- 1.2 Ratification. Except as amended and modified by this Assignment, all of the terms, covenants, conditions, and agreements of the Assigned Regional Interlocal Agreement are hereby ratified and shall remain in full force and effect. Specific amendments to the Assigned Regional Interlocal Agreement made pursuant to this Assignment are indicated herein with bold underlining used for additions and strikeout for deletions.

- 1.3 Conflicts. In the event of any conflict between the provisions of the Assigned Regional Interlocal Agreement and the provisions of this Assignment, the provisions of this Assignment shall control.
- 1.4 Term. Notwithstanding anything to the contrary in the Assigned Regional Interlocal Agreement, the initial term of the Assigned Regional Interlocal Agreement shall conclude on September 30, 2015, and may be renewed commencing October 1, 2015 in accordance with the remaining terms of the Assigned Regional Interlocal Agreement.

ARTICLE 2 EFFECTIVENESS

The Effective Date of this Assignment shall be October 1, 2012 at 12:01 a.m. *nunc pro tunc*. The Assignment is expressly subject to and contingent upon the approval and execution of this Assignment by all parties. The County Administrator shall execute the Assignment on behalf of the County under the authority granted by the Board with subsequent filing with the Board.

ARTICLE 3 ESTOPPEL

The Sheriff and City represent the following:

- 3.1 The Assigned Regional Interlocal Agreement is the sole agreement pertaining to the provision of establishing a cooperative participation in a Regional Public Safety Intranet between City and the Sheriff, and the Assigned Regional Interlocal Agreement has not been modified in any manner except as stated herein;
- 3.2 Neither Sheriff nor City has given a notice of default under the Assigned Regional Interlocal Agreement to the other party, neither Sheriff nor City is in default of its obligations under the Assigned Regional Interlocal Agreement, and no known circumstances exist which, with the giving of notice or passage of time, would ripen into a default under the Assigned Regional Interlocal Agreement; and
- 3.3 All obligations of the parties under the Assigned Regional Interlocal Agreement up to the Effective Date of this Assignment have been fully performed and paid for by the respective parties.

ARTICLE 4 ASSIGNMENT AND DELEGATION

- 4.1 As of the Effective Date, Sheriff does hereby assign and delegate to County, as assignee, all of its right, title and interest in and to the Assigned Regional Interlocal Agreement, including all right, title and interest in all reports, documents, or other data prepared and/or provided by City thereunder in connection with or related to the Assigned Regional Interlocal Agreement.
- 4.2 As of the Effective Date, County, as assignee, hereby accepts the assignment and delegation of the Assigned Regional Interlocal Agreement and further agrees to assume all of Sheriff's obligations thereafter under the Assigned Regional Interlocal Agreement

and agrees to perform and keep all of the terms, conditions, covenants, agreements, liabilities and obligations to be performed thereunder from and after the Effective Date.

- 4.3 City hereby acknowledges and consents to the assignment and delegation by Sheriff to County of the Assigned Regional Interlocal Agreement as set forth herein, and County agrees to perform its obligations hereunder and be bound to City pursuant to the terms of the Assigned Regional Interlocal Agreement.
- 4.4 The parties acknowledge and agree that in the event said assignment is not made within sixty (60) days of the Broward County Board of County Commissioner's approval on February 26, 2013 of the transfer of regional communication services from Sheriff to County, the County shall provide services to City for a period not to exceed thirty (30) days provided that the City provides a letter from its Manager, or equivalent position, stating that City desires to receive Regional Communication Services from County and will forthwith seek its Board's approval with an affirmative recommendation by the City Manager, or equivalent position, to approve the assignment.

ARTICLE 5
RELEASE

Sheriff 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 Assigned Regional Interlocal Agreement prior to the Effective Date.

ARTICLE 6
AMENDMENT OF TERMS AND CONDITIONS OF ORIGINAL AGREEMENT

- 6.1 As of the Effective Date, all references in the Assigned Regional Interlocal Agreement to "Sheriff," "Broward County Sheriff's Office," "BSO" shall be deemed to refer to "County" and all references to the Sheriff's Communications Technology Division or "CTD" shall be deemed to refer to the County's Office of Communications Technology unless otherwise expressly stated herein.
- 6.2 The address for notices to County under the Assigned Regional Interlocal Agreement and the agreements attached thereto are hereby amended such that any notice to County after the Effective Date shall be made to the following:

TO COUNTY:

Director of Office of Communications Technology
Attention: Richard Carpani
115 S. Andrews Ave., Suite 325
Ft. Lauderdale, Florida 33301

The names, title, addresses for notices under the Assigned Regional Interlocal Agreement can be changed using the notice procedures therein without the necessity of an amendment.

6.3 The following exhibits to the Assigned Regional Interlocal Agreement are deleted in their entirety and replaced, respectively, with the Exhibits attached hereto:

- Exhibit B – Demarcation Points
- Exhibit D – Change Management Request Procedure
- Exhibit E – Project Charter
- Exhibit F – Service Level Agreement
- Exhibit G – Trunked Radio System Standard Operating Procedures

ARTICLE 7
MISCELLANEOUS

7.1 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.

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

7.3 Applicable Law and Venue.
This Assignment and the Assigned Regional Interlocal 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 Assigned Regional Interlocal 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 ASSIGNED REGIONAL INTERLOCAL AGREEMENT.**

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

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

7.6 Recitals and Headings. The information contained in the Recitals set forth above is true and correct and is incorporated into the body of this Assignment. The headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.

7.7. 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 Agreement: 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 OF DANIA BEACH, FLORIDA., 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 AMONG SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY, FLORIDA, BROWARD COUNTY, AND CITY OF DANIA BEACH, FLORIDA.

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)

Insurance requirements
approved by Broward County
Risk Management Division

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

By _____
Signature (Date)

and

Print Name and Title above

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

ASF/RDH:dp
03/29/13
13-099.01
2013-03-29 Dania Beach RILA Assignment Agreement

**ASSIGNMENT, DELEGATION AND RELEASE AGREEMENT AMONG SCOTT J. ISRAEL,
AS SHERIFF OF BROWARD COUNTY, FLORIDA, BROWARD COUNTY, AND CITY OF
DANIA BEACH, FLORIDA.**

CITY OF DANIA BEACH

ATTEST

CITY OF DANIA BEACH

CITY CLERK
Louise Stilson, CMC

By: _____
CITY MAYOR
Walter B. Duke, III

_____ day of _____, 20__

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

By: _____
CITY MANAGER Robert Baldwin

City Attorney Thomas J. Ansbro