

# TOWN OF DAVIE

## TOWN COUNCIL AGENDA REPORT

**TO:** Mayor and Councilmembers

**FROM/PHONE:** John A. George, Chief of Police (954) 693-8320

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** Townwide

**TITLE OF AGENDA ITEM:** A resolution approving an Interlocal Agreement between the Town of Davie and the Office of the Broward County, Florida, Clerk of the Court for the seventeenth judicial circuit for the processing and collection of parking citations and authorizing the use of hearing officers in the system established by Broward County for such purpose; providing for severability and providing an effective date.

**REPORT IN BRIEF:** By utilizing this service, our collection system will be more streamlined and efficient. In addition, the hearing officers provided in this service will alleviate our personnel from performing this function. The Town Attorney has reviewed the agreement and any recommended changes have been made.

**PREVIOUS ACTIONS:** none

**CONCURRENCES:** none

**FISCAL IMPACT:** not applicable

**RECOMMENDATION:** Motion to approve the resolution

**Attachment(s):** Resolution and Agreement

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE OFFICE OF THE BROWARD COUNTY, FLORIDA, CLERK OF THE COURT FOR THE SEVENTEENTH JUDICIAL CIRCUIT FOR THE PROCESSING AND COLLECTION OF PARKING CITATIONS AND AUTHORIZING THE USE OF HEARING OFFICERS IN THE SYSTEM ESTABLISHED BY BROWARD COUNTY FOR SUCH PURPOSE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Davie wishes to enter into an Interlocal Agreement with the Clerk of the Court for Broward County in the Seventeenth Judicial Circuit of Florida regarding parking citations; and

WHEREAS, the Town of Davie has determined it is economically advisable and expedient to delegate authorization to enforce and collect fines for parking violations to the Clerk of the Court for Broward County in the Seventeenth Judicial Circuit of Florida, since that agency presently has in place a collections system and a hearing officer system which both serve the County and other cities within the County.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF DAVIE, FLORIDA, THAT:

SECTION 1: The attached Exhibit "A" Interlocal Agreement between the Town of Davie, Florida and the Clerk of the Court for Broward County in the Seventeenth Judicial Circuit of Florida for processing and collection of parking citations is hereby approved and all appropriate Town officials are directed to execute same.

SECTION 2: This resolution shall take effect immediately upon passage by the Town Council and its execution by the Mayor.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2002.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2002

# INTERLOCAL AGREEMENT

Between

Town of Davie, Florida

and

THE OFFICE OF THE BROWARD COUNTY, FLORIDA, CLERK OF THE COURT FOR THE  
SEVENTEENTH JUDICIAL CIRCUIT

for

PROCESSING AND COLLECTION OF PARKING CITATIONS

This is an Interlocal Agreement entered into between THE TOWN OF DAVIE, a municipal corporation of the State of Florida, referred to as the "TOWN"

and

THE OFFICE OF THE BROWARD COUNTY, FLORIDA, CLERK OF THE COURT FOR THE  
SEVENTEENTH JUDICIAL CIRCUIT, referred to as the "CLERK"

The TOWN's parking ordinances provide for the issuance of parking citations for violations of the ordinances.

The TOWN has designated the CLERK as the entity responsible for processing TOWN parking citations and collecting fines imposed as a result of the issuance of such citations.

The TOWN is willing to pay to the CLERK a service fee for the processing of TOWN citations and for the collection of such parking fines.

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments set forth in this Agreement, the Town and the CLERK agree as follows:

## 1. SCOPE OF SERVICES

- 1.1 The CLERK shall process all parking citations issued and collect all fines due pursuant to the TOWN's parking ordinances.
- 1.2 The TOWN shall obtain and pay for its parking citations. The Town agrees that the citations shall meet the technical standards promulgated by the CLERK.
- 1.3 The CLERK shall process all parking citations in a timely manner, not to exceed fifteen (15) working days from the date the citations are received by the CLERK.
- 1.4 The CLERK agrees to provide, pay for and send the notices to be sent in connection with the issuance of parking citations when and as required by law.

## **2. SERVICE FEES**

- 2.1 The TOWN agrees to pay the CLERK a base service processing fee of \$2.50 for processing (by data entry) each municipal parking citation that is issued and received by the CLERK pursuant to the TOWN's parking ordinances. The TOWN also agrees to pay to the CLERK an additional collection service fee of \$5.00 (over and above the \$2.50 base service processing fee) for each issued municipal parking citation which results in payment to the CLERK of the citation amount, whether or not late fees have accrued and are paid. In other words, issued and paid citations shall result in a net total payment to the CLERK of \$7.50 for each such citation, while issued and unpaid citations shall result in a net total payment to the CLERK of \$2.50 per each such citation.
- 2.2 The CLERK states that it has entered into agreements with other municipalities in Broward County which provide the same services set forth in this Agreement. The CLERK represents to the TOWN that the foregoing fees are identical to those paid by the other municipalities.
- 2.3 The CLERK shall prepare a monthly invoice to cover all service fees for all previously unbilled new citations entered into the CLERK's computer system during the preceding month. Each month, the CLERK shall issue a check to the TOWN equal to all monies received, less the amount billed and retained by the CLERK for base service processing fees and additional collection service fees.
- 2.4 The CLERK states that the service fee revenues collected and earned by the CLERK are for the purpose of defraying the costs of the CLERK's Parking Citation Unit.

## **3. SOFTWARE**

The CLERK is recognized and shall act as the custodian of the parking citation data as defined in the Public Records Act of the State of Florida.

## **4. LOCATION AND AVAILABILITY OF CLERK'S PARKING CITATION DIVISION**

The CLERK's Parking Citation Unit is located at 201 Southeast 6th Street, Fort Lauderdale, Florida 33301 (telephone number (954) 831-5804) although it may be located at such other or additional location(s) as may be agreed upon in writing by the parties. The office will be open to the general public from 9:00 a.m. to 4:00 p.m., Monday through Friday, except on those days that may have been established as Legal Holidays for employees of the CLERK as designated by the Chief Judge of the Seventeenth Judicial Circuit.

## **5. ARCHIVING, FILE RETENTION AND BACKUP**

On a monthly basis, paid citations, which are six months old and unpaid citations which are one year old, shall be archived by the CLERK. This data shall be put on tape, maintained off site and retained in accordance with Florida Statutes. The CLERK agrees that all data residing on the on-line system shall be backed-up daily and that a weekly back-up shall be performed and stored off-site. Records shall be maintained in accordance with the rules promulgated by the State of Florida, Division of Archives, History and Records Management.

## **6. REPORTS**

The CLERK shall provide management and financial reports on a monthly basis to the TOWN, which provide for, but are not limited to: auditable inventory control of all citations received by CLERK, numeric sequencing of all citations processed through the system, information indicating citations collected, aging

outstanding tickets, and indicating total dollars collected, user fee charges for citations processed and the number of citations collected.

**7. CLERK'S RESPONSIBILITIES**

The CLERK will provide for security of all data processing files in accordance with established security policy standards and guidelines.

**8. MATTERS BEYOND THE CONTROL OF THE TOWN AND THE CLERK**

Neither the TOWN nor the CLERK shall be responsible for any failure or delay in performance under this Agreement due to circumstances beyond their respective reasonable control including, without limitation, Acts of God, accidents, mechanical failure, power failures, acts, omissions and defaults of third parties and official, governmental or judicial action beyond their control. The terms "official, governmental or judicial action" for the purpose of this Agreement shall include any action, decision, order, directive or mandate taken by the Board of County Commissioners of Broward County or the County Administrator of Broward County or any person or entity acting on their behalf or any judicial order issued by a court of competent jurisdiction which directly prevents the CLERK from performance of its commitments under this Agreement. In the event of occurrences which require the implementation of a Disaster Recovery Plan, the CLERK shall use its best efforts to provide a level of service consistent with the commitments set forth in this Agreement.

**9. AMENDMENTS**

No modification, amendment or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity with this Agreement.

**10. NOTICES**

All written notices shall be affected by hand delivery or by U.S. Mail, certified, return receipt requested, addressed as follows:

TOWN

John A. George, Chief of Police  
Davie Police Department  
1230 South Nob Hill Road  
Davie, Florida 33324

With a copy sent to:

Carol Menke, Interim Finance Director  
Town of Davie  
6591 Orange Drive  
Davie, Florida 33314

CLERK

Howard C. Forman, Clerk of Courts  
201 Southeast 6th Street  
Fort Lauderdale, Florida 33301

**11. EFFECTIVE DATE AND TERMINATION**

- 11.1. This Interlocal Agreement shall be effective initially for one (1) year from the date of approval and execution by the CLERK. This Agreement shall be automatically renewed for five (5) one-year terms thereafter, without necessity for re-approval or re-execution.
- 11.2. This Agreement may be terminated by either party without cause upon ninety (90) days written notice.

IN WITNESS OF THE FOREGOING, the parties have executed this Interlocal Agreement on the respective dates under each signature: TOWN OF DAVIE, signing by and through its Mayor (authorized to execute same by TOWN action on \_\_\_\_\_, 2002), and HOWARD C. FORMAN, CLERK OF COURTS, SEVENTEENTH JUDICIAL CIRCUIT.

TOWN

TOWN OF DAVIE

\_\_\_\_\_

Witness

\_\_\_\_\_

Type/Print Name of Witness

\_\_\_\_\_

Witness

\_\_\_\_\_

Type/Print Name of Witness

By: \_\_\_\_\_

Harry Venis, Mayor

Attest:

\_\_\_\_\_

Town Clerk

Approved as to form:

By: \_\_\_\_\_

Monroe Kiar, Town Attorney

INTERLOCAL AGREEMENT BETWEEN TOWN OF DAVIE AND HOWARD C. FORMAN, CLERK OF COURTS SEVENTEENTH JUDICIAL CIRCUIT FOR PROCESSING AND COLLECTION OF PARKING CITATIONS.

\_\_\_\_\_

Witness

\_\_\_\_\_

Type/Print Name of Witness

\_\_\_\_\_

Witness

\_\_\_\_\_

Type/Print Name of Witness

CLERK

\_\_\_\_\_  
HOWARD C. FORMAN  
CLERK OF COURTS  
SEVENTEENTH JUDICIAL CIRCUIT

Approved as to form:

By: \_\_\_\_\_

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(indicate name and title)