

RESOLUTION NO. 22-1806

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE TOWN AND THE OFFICE OF THE STATE ATTORNEY TO REIMBURSE THE STATE FOR THE COST OF PROSECUTION OF CERTAIN CRIMINAL VIOLATIONS OF THE TOWN OF MIAMI LAKES CODE OF ORDINANCES; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE INTERLOCAL AGREEMENT; PROVIDING THE TOWN MANAGER WITH AUTHORITY TO EXECUTE THE INTERLOCAL AGREEMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the “Town”) is required under Florida Law, Article V of the Florida Constitution, to enter into and Interlocal Agreement with the Office of the State Attorney in order to prosecute municipal ordinances; and

WHEREAS, Florida Law dictates that the State Attorney may only prosecute municipal ordinances if the ordinance is ancillary to a felony prosecution or if the municipality has entered into an Interlocal Agreement with the State Attorney for these prosecutions; and

WHEREAS, the Town acknowledges that Florida Statute § 27.54(2) requires municipalities to pay the defense of indigents charged with a violation of the municipal ordinance and a \$10 filing fee to the Clerk of the Court for each ordinance violation prosecuted (Florida Statute §34.045(1)(a); and

WHEREAS, the interlocal agreement, attached hereto as Exhibit “A” will allow the State to assist the Town in the prosecution of Town Code violations; and

WHEREAS, if required, the State Attorney’s Office will charge the Town a rate of \$50.00 an hour review and prosecute violations of the Town Code.

WHEREAS, the Town Council desire to implement the attached Interlocal Agreement to Reimburse the State for the Cost of State Attorney Prosecution of Certain Criminal Violations of the Town's municipal code.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. Approval of the Interlocal Agreement to Reimburse the State for the Cost of State Attorney Prosecution of Certain Violations of the Town's Municipal Code. The Town Council hereby finds that it is in the best interest of the Town to execute and accept the terms of the Interlocal Agreement to Reimburse the State for the Cost of State Attorney Prosecution of Certain Violations of the Town's Municipal Code in substantially the same form as attached hereto as Exhibit "A."

Section 3. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney and/or his designee are authorized to take all steps necessary to execute Interlocal Agreement to Reimburse the State for the Cost of State Attorney Prosecution of Certain Violations of the Town's Municipal Code in substantially the same form as attached hereto as Exhibit "A," including the execution of any future agreements in substantially the same format, amendments, addendums and, or extensions of the agreement.

Section 4. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of this Resolution and the Contract.

Section 5. Execution of the Interlocal Agreement and Future Amendments.

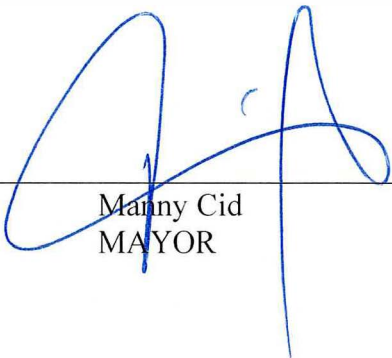
The Town Manager is authorized to execute the Interlocal Agreement to Reimburse the State for the Cost of State Attorney Prosecution of Certain Violations of the Town's Municipal Code substantially the same form as attached hereto as Exhibit "A," including the execution of any future agreements in substantially the same format, amendments, addendums and, or extensions of the agreement.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

Passed and adopted this 8th day of February 2022.

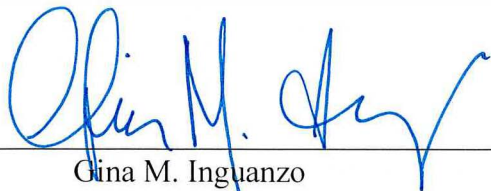
The foregoing resolution was offered by Councilmember Dieguez who moved its adoption. The motion was seconded by Vice Mayor Rodriguez and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	Yes
Vice Mayor Jeffrey Rodriguez	Yes
Councilmember Carlos O. Alvarez	Absent
Councilmember Luis E. Collazo	Yes
Councilmember Josh Dieguez	Yes
Councilmember Tony Fernandez	Yes
Councilmember Marilyn Ruano	Absent




Manny Cid
MAYOR

Attest:



Gina M. Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:



Raul Gastesi, Jr.
Gastesi, Lopez, and Mestre, PLLC
TOWN ATTORNEY

AGREEMENT BETWEEN TOWN OF MIAMI LAKES AND THE STATE OF FLORIDA, OFFICE OF THE STATE ATTORNEY FOR THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA TO REIMBURSE THE STATE FOR THE COST OF STATE ATTORNEY PROSECUTION OF CERTAIN CRIMINAL VIOLATIONS OF THE _____ CODE

This agreement is entered into this _____ day of _____, 2021, by and between Town of Miami Lakes, a political subdivision of the State of Florida (hereinafter referred to as the “City”) and the Office of the State Attorney for the Eleventh Judicial Circuit of Florida (hereinafter referred to as “State Attorney”).

WHEREAS, the City finds that in order to maintain and improve the health, safety, and welfare of this community, it is necessary to adequately enforce and prosecute violations of the City’s Municipal Code; and

WHEREAS, Section 27.02, Florida Statutes, authorizes the State Attorney to prosecute municipal ordinance violations punishable by incarceration if ancillary to state prosecution or, if not ancillary to state prosecution, when the State Attorney contracts with the City for reimbursement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
Services

The State Attorney agrees to prosecute municipal ordinance violations as authorized in Sections 27.02, and 27.34, Florida Statutes. The City agrees to remit, subject to the terms outlined in Article III of this agreement, to the State Attorney the required funds to reimburse for costs associated with the prosecution of violations of the Municipal Code for the period of October 1, 2021 through September 30, 2022. The State Attorney shall provide such clerical and professional personnel as may be required for the performance of any of the functions of the State Attorney as set forth in this agreement. This agreement does not commit the City to pay for the prosecution of Municipal Code violations ancillary to state prosecution or for the prosecution of municipal ordinance violations not punishable by incarceration. This agreement specifically does not authorize the State to handle appeals of municipal ordinances on constitutional grounds, which shall remain the responsibility of the municipality that passed the ordinance.

ARTICLE II
Terms

This agreement shall expire on September 30, 2022, unless terminated earlier pursuant to Article VII of this agreement. Under no circumstances shall the City be liable to continue or extend this agreement beyond this date. This agreement may only be amended in writing, through a document executed by duly authorized representatives of the signatories to this agreement.

ARTICLE III
Payment Schedule

The City agrees to reimburse the State Attorney on an hourly basis for services rendered at a rate of Fifty dollars (\$50) per hour. On a quarterly basis, the State Attorney shall provide the City with an invoice including, but not limited to, the hours of services rendered, number of cases prosecuted as set forth in this agreement, and the total amount due for payment for the previous month. The City shall remit each payment within ten (10) days after receiving said invoice from the State Attorney.

ARTICLE IV
Responsibilities

The City does not delegate any of its responsibilities or powers to the State Attorney other than those enumerated in this agreement. The State Attorney does not delegate any of its responsibilities or powers to the City other than those enumerated in this agreement.

ARTICLE V
Reporting

All required reports shall be submitted to the _____ e _____.

ARTICLE VI
Indemnification

It is expressly understood and intended that the State Attorney is only a recipient of the reimbursements paid by the City and is not an agent of the City. The respective parties agree, subject to the provisions of Chapter 768.28 (17), Florida Statutes, that they will hold each other harmless from any claims arising from this agreement.

ARTICLE VII
Termination

Either party may terminate this agreement at any time with or without cause by furnishing written notice to the other party with no less than ninety (90) days notice.

ARTICLE VIII
Service Charges

This agreement is contingent upon all City funding provided, and any interest earned thereon, not being subject to any State service charges or administrative assessments.

ARTICLE IX
Non-Discrimination

The State Attorney agrees to abide and be governed by Title II of the Americans with Disabilities Act of 1990, Title VI and VII, Civil Rights Act of 1964 (42 USC 200d, e) and Title VIII of the Civil Rights Act of 1968, as amended, which provides in part that there will not be discrimination of race, color, sex, religious background, ancestry, or national origin in performance of this contract, in regard to persons served, or in regard to employees or applicants for

employment and it is expressly understood that upon receipt of evidence of discrimination, the City shall have the right to terminate said agreement.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

NAME City Commission

By: _____
POSITION

By: _____

ATTEST State Attorney's Office
Eleventh Judicial Circuit

By: _____

By: e _____
Don L. Horn
Chief Assistant State Attorney
for Administration