

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2057.09**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE TOWN AND THE STATE ATTORNEY FOR REIMBURSEMENT OF COSTS FOR STATE ATTORNEY PROSECUTION OF CRIMINAL VIOLATIONS OF THE TOWN CODE; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**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 the State Attorney has contracted with the municipality for reimbursement for services rendered; and;

**WHEREAS**, Section 27.34(1), Florida Statutes, provides for a municipality to contract with the State Attorney to recover the full cost of services rendered on an hourly basis; and

**WHEREAS**, the Town Council (the "Town Council") of the Town of Golden Beach, Florida (the "Town") finds that in order to maintain and improve the health, safety and welfare of the community, it is necessary to adequately enforce and prosecute criminal violations of the Town's Code; and

**WHEREAS**, the Town Council desires to enter into the agreement attached hereto as Exhibit "A" with the Office of the State Attorney for the Eleventh Judicial Circuit of Florida (the "State Attorney") for the enforcement and prosecution of criminal violations of the Town's Code (the "Agreement"); and

**WHEREAS**, the Town Council believes that it is in the Town's best interest to

enter into the Agreement with the State Attorney.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** That each of the above-stated recitals is hereby adopted and confirmed.

**Section 2. Agreement Approved.** That the Agreement is hereby approved in substantially the form attached hereto as Exhibit "A," and the Mayor is authorized to execute the Agreement on behalf of the Town, once approved as to form and legal sufficiency by the Town Attorney.

**Section 3. Implementation.** The Mayor and Town Manager are authorized to take any and all action which is necessary to implement the Agreement and this Resolution.

**Section 4. Effective Date.** That this Resolution shall become effective immediately upon approval of the Town Council.

Sponsored by Town Administration.

The Motion to adopt the foregoing Resolution was offered by Vice Mayor Lusskin, seconded by Councilmember Einstein and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Judy Lusskin	<u>Aye</u>
Councilmember Ben Einstein	<u>Aye</u>
Councilmember Ken Bernstein	<u>Absent</u>
Councilmember Amy Rojas	<u>Aye</u>

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida, this 15<sup>th</sup> day of December, 2009.



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MAYOR GLENN SINGER

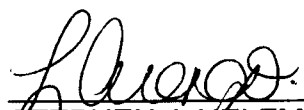
ATTEST:



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ELIZABETH SEWELL  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:



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STEPHEN J. HELFMAN  
TOWN ATTORNEY

**STATE ATTORNEY AGREEMENT FOR  
MUNICIPAL ORDINANCE VIOLATIONS**

**ARTICLE I**  
**Services**

The State Attorney agrees to prosecute municipal ordinance violations as authorized in Sections 27.02, and 27.34, Florida Statutes. The Town 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, 2009, through September 30, 2010. 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 Town 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, 2010, unless terminated earlier pursuant to Article VII of this agreement. Under no circumstances shall the Town 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 Town 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 Town 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 Town shall remit each payment within ten (10) days after receiving said invoice from the State Attorney.

**ARTICLE IV**  
**Responsibilities**

The Town 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 Town other than those enumerated in this agreement.

**ARTICLE V**  
**Reporting**

All required reports shall be submitted to the Town Manager's Office.

## **ARTICLE VI**

### **Indemnification**

It is expressly understood and intended that the State Attorney is only a recipient of the reimbursements paid by the Town and is not an agent of the Town. 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 Town 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 Town 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

Town Council

By: Elizabeth Sewell  
Elizabeth Sewell, Town Clerk

By: [Signature]  
Mayor Glenn Singer

ATTEST

State Attorney's Office  
Eleventh Judicial Circuit

By: Caridad J. Jacome

By: [Signature]  
Don L. Horn  
Chief Assistant State Attorney  
for Administration