

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2798.22

A RESOLUTION OF THE MAYOR AND THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING THE AGREEMENT BETWEEN THE OFFICE OF THE STATE ATTORNEY OF THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA AND THE TOWN OF GOLDEN BEACH; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in order for the State Attorney of the Eleventh Judicial Circuit of Florida to prosecute municipal ordinances which are not ancillary to a felony Section 27.34(1), Florida Statutes, requires the Town to enter into a contract for these prosecutions; and

WHEREAS, the Town and the State Attorney wish to have the State Attorney prosecute these cases.

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

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

Section 2. Agreement Approved. The Agreement between State of Florida, Office of the State Attorney for the Eleventh Judicial Circuit of Florida and the Town of Golden Beach for the reimbursement of the State Attorney for the cost of State Attorney Prosecution of town ordinances is approved in the form attached as Exhibit "A" ("Agreement").

Section 3. Implementation. The Town Mayor is authorized to execute the Agreement on behalf of the Town.

Section 4. Effective Date. This Resolution shall be effective immediately upon approval by the Town Council.

The Motion to adopt the foregoing Resolution was offered by Councilmember Bernstein, 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 Bernard Einstein	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 15th day of February, 2022.

ATTEST:

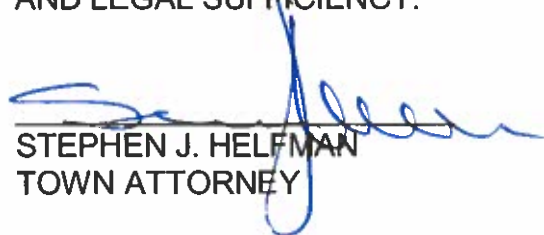


LISSETTE PEREZ
TOWN CLERK



MAYOR GLENN SINGER

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



STEPHEN J. HELFMAN
TOWN ATTORNEY



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: February 15, 2022

To: Honorable Mayor Glenn Singer &
Town Council Member

From: Alexander Diaz,
Town Manager

Subject: Resolution No. 2798.22 – Approving an Agreement between
the Town of Golden Beach and the State Attorney’s Office

Item Number:

4

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2798.22 as presented.

Background:

The Agreement between State of Florida, Office of the State Attorney for the Eleventh Judicial Circuit of Florida and the Town of Golden Beach for the reimbursement of the State Attorney for the cost of State Attorney prosecution of town ordinances is approved in the form attached as Exhibit “A” (“Agreement”).

In order for the State Attorney to prosecute an Ordinance Violation (if it were ever needed) this formal agreement is required.

Fiscal Impact:

There is no fiscal impact to the Town at this time.



STATE ATTORNEY

ELEVENTH JUDICIAL CIRCUIT OF FLORIDA
E. R. GRAHAM BUILDING
1350 N.W. 12TH AVENUE
MIAMI, FLORIDA 33136-2111

KATHERINE FERNANDEZ RUNDLE
STATE ATTORNEY

TELEPHONE (305) 547-0100

December 14, 2021

TOWN MANAGER

JAN 9 2022

RECEIVED

Mr. Alexander Diaz
Town Manager
Town of Golden Beach
One Golden Beach Drive
Golden Beach FL 33160

Dear Mr. Diaz:

Legislation passed in 2004 to implement Revision 7 to Article V of the Florida Constitution provides that the State Attorney may prosecute municipal ordinances only if (1) the ordinance violation is ancillary to a felony prosecution (s. 27.02(1), Florida Statutes), or (2) the county/municipality has entered into a contract with the State Attorney for these prosecutions (s. 27.34(1), Florida Statutes).

Enclosed please find the proposed agreement for the prosecution of ordinance violations for the period of October 1, 2021 through September 30, 2022. Please sign three originals and return to this office as soon as possible. If you desire to make changes to the contract and want an electronic version of this document, please contact me at donlhorn@miamisao.com and I will forward you a copy. This contract is for the prosecution of ordinances only; the State Attorney's Office has no statutory authority to handle appeals relating to the constitutionality of ordinances. If you choose to not have the Office of the State Attorney prosecute municipal ordinance violations in accordance with sections 4 & 5 of Chapter 2004-265, Laws of Florida, you are requested to send a letter to that effect to the above address as soon as possible.

You will be billed at the statutorily prescribed rate of \$50 per hour. Our estimate is that, on average, it takes approximately 20 minutes per case; therefore, you will be charged at the rate of \$16.67 per case. Please note that this is the charge for ordinance prosecution only. Pursuant to state law, there are separate charges for indigent defense from the Public Defender and filing fees from the Clerk of the Court.

If you have any questions about the contract or if I can provide any other information, please do not hesitate to contact me at 305-547-0562 or at donlhorn@miamisao.com.

Sincerely,

KATHERINE FERNANDEZ RUNDLE
State Attorney

By:

Don L. Horn
Chief Assistant State Attorney for Administration

DLH/cj

Enclosures

**AGREEMENT BETWEEN TOWN OF GOLDEN BEACH 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 Golden Beach, 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 _____.

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