

**RESOLUTION NO. 11 – 11**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA APPROVING THE AGREEMENT BETWEEN THE CITY AND THE OFFICE OF THE PUBLIC DEFENDER FOR THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA FOR THE REIMBURSEMENT OF COSTS INCURRED BY THE PUBLIC DEFENDER'S OFFICE IN CONNECTION WITH THE DEFENSE OF INDIGENTS CHARGED WITH CERTAIN CRIMINAL VIOLATIONS OF THE CITY OF DORAL'S CODE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City Council of the City of Doral (the "City") has found it necessary in the past, and will continue to find it necessary in the future, to adopt ordinances to maintain and improve the health, safety and welfare of the City and its residents; and

**WHEREAS**, the violation of some of these ordinances actually represent criminal violations enforceable by prosecution in the judicial system; and

**WHEREAS**, the City has already entered into an agreement with the Office of the State Attorney to prosecute municipal ordinance violations punishable by incarceration in the City of Doral; and

**WHEREAS**, the Office of the Public Defender for the Eleventh Judicial Circuit of Florida has been appointed to represent indigent defendants who are charged with municipal ordinance violations by the State Attorney's office; and

**WHEREAS**, pursuant to Section 27.54(2), Florida Statutes, the Public Defender is prohibited from providing representation unless he has contracted with and is compensated by the municipality in whose name the arrest was made; and

**WHEREAS**, the City Council wishes to enter into an agreement with the Office of the Public Defender to make sure that due process is made available to indigent defendants charged with violations of the ordinances of the City.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:**

**Section 1.** The City Council hereby approves an Agreement with the Office of the Public Defender for the Eleventh Judicial Circuit of Florida for the reimbursement of costs incurred by the Public Defender's Office in connection with the defense of indigent defendants charged with certain criminal violations of the City of Doral's Code, substantially in the form of Exhibit "A" attached hereto. The City Manager is hereby authorized to execute the Agreement, subject to any non-substantial changes that are approved by the City Manager and the City Attorney.

**Section 2.** This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Vice Mayor DiPietro who moved its adoption. The motion was seconded by Councilman Cabrera and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Aye
Vice Mayor Michael DiPietro	Aye
Councilman Luigi Boria	Aye
Councilman Pete Cabrera	Aye
Councilwoman Ana Maria Rodriguez	Aye

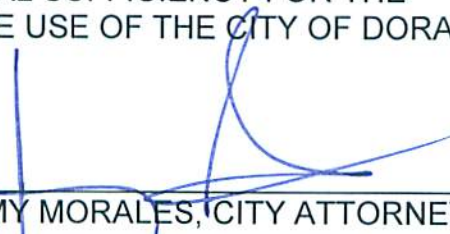
PASSED and ADOPTED this 9<sup>th</sup> day of February, 2011.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF THE CITY OF DORAL:

  
\_\_\_\_\_  
JIMMY MORALES, CITY ATTORNEY

# EXHIBIT “A”

**AGREEMENT BETWEEN THE CITY OF DORAL, FLORIDA AND THE  
STATE OF FLORIDA, OFFICE OF THE PUBLIC DEFENDER FOR THE  
ELEVENTH JUDICIAL CIRCUIT OF FLORIDA, TO REIMBURSE THE  
STATE FOR THE COSTS OF DEFENDING CERTAIN VIOLATIONS OF  
THE CITY OF DORAL OR COUNTY CODE**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Doral, a municipal corporation of the State of Florida (hereinafter referred to as the "City"), and the Office of the Public Defender for the Eleventh Judicial Circuit of Florida (hereinafter referred to as "Public Defender").

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 Code (hereinafter referred to as "the Code"); and

WHEREAS, Sections 27.51 and 27.54(2), Florida Statutes, authorize the Public Defender to defend persons accused of municipal ordinance violations punishable by incarceration if not ancillary to State prosecution, when the Public Defender contracts with the City for reimbursement.

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I**  
**Services**

The Public Defender agrees to defend indigent persons accused of municipal ordinance violations as authorized in Sections 27.51 and 27.54, Florida Statutes. The City agrees to remit, subject to the terms outlined in Article III of this Agreement, to the Public Defender the required funds to reimburse for costs associated with the defense of persons accused of violations of the Code. The Public Defender shall provide such clerical and professional personnel as may be required for the performance of any of the functions of the Public Defender as set forth in this Agreement. This

Agreement does not commit the City to pay for the defense of persons accused of municipal code violations ancillary to State prosecution or for the defense of persons accused of municipal ordinance violations not punishable by incarceration.

## **ARTICLE II**

### **Terms**

This Agreement shall be effective commencing on February 15, 2011, and shall continue in effect until terminated pursuant to Article VII of this agreement. 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 Public Defender on an hourly basis for services rendered at a rate of fifty dollars (\$50) per hour. On a quarterly basis, the Public Defender shall provide the City with an invoice including, but not limited to, the hours of services rendered, number of cases defended as set forth in this Agreement, the court case numbers, police case numbers, arrest dates, dates the cases are closed, and the total amount due for payment for the previous period.

The City shall remit each payment within thirty (30) days after receiving said invoice from the Public Defender.

## **ARTICLE IV**

### **Responsibilities**

The City does not delegate any of its responsibilities or powers to the Public Defender other than those specifically enumerated in this Agreement. The Public Defender 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:

City of Doral  
Yvonne Soler-McKinley - City Manager  
8300 NW 53 Street, Suite 100  
Doral, FL 33166

**ARTICLE VI**  
**Indemnification**

It is expressly understood and intended that the Public Defender 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 Public Defender agrees to abide and be governed by Title II of the Americans with Disabilities Act of 1990 and Title VI and VII, Civil Rights Act of 1964 (42 USC 2000 (d), (e)),

which provides, in part, that there will not be discrimination on the basis 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. 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:

City of Doral, Florida

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

City Clerk

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

City Mayor

ATTEST:

Public Defender's Office  
Eleventh Judicial Circuit

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

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

Rory S. Stein  
General Counsel