

**RESOLUTION No. 19-24**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AND OTHERWISE ENTER INTO AN AGREEMENT BETWEEN THE CITY OF DORAL 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 VIOLATIONS OF THE CITY OF DORAL CODE OF ORDINANCES; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE**

**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; and

**WHEREAS**, the City of Doral will be billed by the State Attorney at the statutorily prescribed rate of fifty dollars (\$50.00) per hour; and

**WHEREAS**, the City Council finds that approval of the Agreement between the State Attorney and the City of Doral is in the best interest of the City and improves the safety and welfare of the City by providing for the prosecution of the City of Doral's Code of Ordinances.

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

**Section 1. Recitals.** The above recitals are true and correct and incorporated into this Resolution by this reference.

**Section 2. Approval of the Agreement.** The Agreement between the State Attorney and the City to provide the services set forth therein, a copy of which is attached hereto as Exhibit "A" is approved.

**Section 3. Execution of Agreement: Authorization of City Officials.** The City Manager is authorized to execute and otherwise enter into the Agreement on behalf of the City. The City Manager, City Clerk and the City Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

**Section 4 Effective Date.** This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Vice Mayor Mariaca who moved its adoption.

The motion was seconded by Councilmember Cabral and upon being put to a vote, the

vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Claudia Mariaca	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes

PASSED AND ADOPTED this 9 day of January, 2019.

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

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, MMC  
CITY CLERK

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

  
\_\_\_\_\_  
LUIS FIGUEREDO, ESQ.  
CITY ATTORNEY

# EXHIBIT “A”



## 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  
[www.miamisao.com](http://www.miamisao.com)

October 11, 2018

Chief Hernan Organvidez  
Chief of Police  
City of Doral  
6100 NW 99 Avenue  
Doral FL 33178

City of Doral Police Department

Dear Chief Organvidez:

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 following:

1. Proposed agreement for the prosecution of ordinance violations for the period of October 1, 2018 – September 30, 2019. 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](mailto: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.
2. Billing for ordinance violations for your jurisdiction for the period of July 1 – September 30, 2018. The billing reflects data from the Clerk of the Court's database, which list ordinance violations for which the county/municipality is being charged a filing fee pursuant to s.27.34(1), Florida Statutes.



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Chief Hernan Organvidez

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You are being 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 are being charged at the rate of \$16.67 per case. *The total amount due can be found at the end of this letter.* 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.

You are requested to review the invoice when you receive it. Please note items that you dispute, deduct their cost, and remit the remainder payable to the State of Florida to:

Fiscal Division  
Office of the State Attorney  
E. R. Graham Building  
1350 N.W. 12<sup>th</sup> Avenue  
Miami, FL 33136-2111

Any items under dispute will be reviewed by our staff and re-invoiced in the following quarter if necessary.

If you have any questions about the procedures discussed above, or the contract, please do not hesitate to contact me at 305-547-0564.

**Number of Cases: 1**

**Total Cost: \$ 16.67**

Sincerely,

KATHERINE FERNANDEZ RUNDLE  
State Attorney

By: 

Don L. Horn

Chief Assistant for Administration

DLH:gb  
Enclosure



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JOB-NUM: J972400  
PROGRAM: CJSB838

OFFICE OF THE STATE ATTORNEY - 11TH CIRCUIT  
ORDINANCE BILLING REPORT  
ORDINANCE CHARGES FILED IN AUG, 2018

DATE: 09/02/2018  
REPORT PAGE: 13

INVOICED TO: CITY OF DORAL

PAGE: 1

<u>CASE #</u>	<u>POLICE #</u>	<u>NAME</u>	<u>CHARGE DATE</u>	<u>CHARGE NUMBER / DESCRIPTION</u>
B18023426	180813015585	PERERA	08/13/2018	10-10 RESIST ARR W/O VIOL
CASE COUNT:		1		

**AGREEMENT BETWEEN CITY OF DORAL 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 \_\_\_\_\_, 2018, by and between City of Doral, 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 Oct 1 of current year through Sept 30 of following year. 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, 2019 , 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



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