

RESOLUTION No. 25-10

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING FOR MIAMI-DADE COUNTY DRIVER'S CIVIL CITATION PROGRAM TO ESTABLISH A PRE-ARREST DIVERSION PROGRAM TO AVOID AN ARREST RECORD; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral Police Department requests to enter into a Memorandum of Understanding for Miami-Dade County Driver's Civil Citation Program; and

WHEREAS, the diversion program shall operate in compliance with section 901.41, Florida Statutes, which seeks to establish a prearrest diversion program for certain adults to avoid an arrest record. The Program also gives the law enforcement officers an additional option when encountering individuals while driving with suspended licenses for failure to pay an infraction or fee(s). The Program does not supplant existing criminal justice options available to all sworn law enforcement officers, the S.A.O., or Court. The Program does not restrict law enforcement officers from enforcing existing law prohibiting dangerous driving; and

WHEREAS, staff has recommended that the City Council approve the Memorandum of Understanding for Miami-Dade County Driver's Civil Citation Program, to establish a prearrest diversion program to avoid an arrest record.

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

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The Memorandum of Understanding for Miami-Dade County Driver's Civil Citation Program, attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference, is hereby approved. The City Manager is hereby authorized to execute the Memorandum of Understanding on behalf of the City subject to approval as to form and legal sufficiency by the City Attorney.

Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

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

The foregoing Resolution was offered by Councilmember Pineyro who moved its adoption. The motion was seconded by Councilmember Reinoso and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Maureen Porras	Yes
Councilwoman Digna Cabral	Absent/Excused
Councilman Rafael Pineyro	Yes
Councilwoman Nicole Reinoso	Yes

PASSED AND ADOPTED this 15 day of January, 2025.



CHRISTI FRAGA, 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:



LORENZO COBIELLA
GASTESI, LOPEZ, MESTRE & COBIELLA, PLLC
CITY ATTORNEY

EXHIBIT “A”

**MEMORANDUM OF UNDERSTANDING
FOR
MIAMI-DADE COUNTY DRIVER'S CIVIL CITATION PROGRAM**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the Eleventh Judicial Circuit of Florida ("Court"), the Miami-Dade County Clerk of the Court and Comptroller ("C.O.C."), Miami-Dade County, the Miami-Dade County State Attorney's Office ("S.A.O."), the Miami-Dade County Public Defender's Office ("P.D."), and participating local law enforcement agencies in the Eleventh Judicial Circuit (each a "Party" and collectively the "Parties").

RECITALS

Whereas, there are approximately 600,000 people in Miami-Dade County with a suspended driver's license;

Whereas, the majority of such suspensions result from a failure to pay an infraction and not from dangerous driving;

Whereas, on May 25, 2021, the Miami-Dade County Driver's License Suspension Task Force ("Task Force") was formed and met monthly to research, assess, and discuss potential recommendations and reforms;

Whereas, the Task Force was comprised of members from the Miami-Dade County Association of Chiefs of Police ("MDCACP"), Court, S.A.O., P.D., and C.O.C., among others;

Whereas, in May 2022, the Task Force generated seven recommendations to dramatically reduce the number of drivers in Miami-Dade County operating a motor vehicle with a suspended driver's license;

Whereas, the Task Force went to great lengths to ensure the recommendations would improve public safety;

Whereas, on July 7, 2022, the recommendations of the Task Force were approved unanimously by the Miami-Dade County Board of County Commissioners ("BOCC"), and are incorporated herein by reference;

Whereas, the BOCC directed the MDCACP, S.A.O., and P.D., among others, to implement Recommendation 3 of the Task Force to "Safely Reduce Driving While License Suspended ("DWLS") Arrests for Failure to Pay;"

Whereas, there is broad community support for this effort including from the roughly 40,000 interfaith congregants throughout Miami-Dade County represented by People Acting for Community Together ("PACT"); and

Whereas, in implementing the recommendations of the Task Force as supported by the BOCC, law enforcement agencies in the Eleventh Judicial Circuit, working in conjunction with the S.A.O.,

P.D., C.O.C., and Court, desire to enter into this MOU to establish a Driver's Civil Citation Diversion Program in Miami-Dade County, Florida, pursuant to, and in compliance with, section 901.41, Florida Statutes, whereby eligible program participants will have their cases set in the Driver's License Assistance Court or Drive Legal Program in an effort to reinstate their driving privileges.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties agree as follows:

1. **Incorporation.** The Recitals set forth above are incorporated herein and made a part of this MOU for all purposes.
2. **Purpose and Intent.** The purpose and intent of this MOU are as follows:
 - 2.1 **Purpose.** This MOU provides for the Parties to develop, operate, and establish the Driver's Civil Citation Diversion Program in Miami-Dade County, Florida ("Program"). The Program shall operate in compliance with section 901.41, Florida Statutes, which seeks to establish a prearrest diversion program for certain adults to avoid an arrest record.
 - 2.2 **Intent.** The intent of the Program is to give law enforcement officers an additional option when encountering individuals while driving with suspended licenses for failure to pay an infraction or fee(s). The Program does not supplant existing criminal justice options available to all sworn law enforcement officers, the S.A.O., or Court. The Program does not restrict law enforcement officers from enforcing existing law prohibiting dangerous driving. Additionally, the Program does not limit a law enforcement officer's discretion to make an arrest when necessary.
3. **Program Eligibility.**
 - 3.1 **Qualifying Offenses.** The Program applies to the qualifying misdemeanor criminal traffic offenses listed immediately below:
 - a. Driving with License Suspended (DWLS) with Knowledge;
 - b. No Valid Driver's License (NVDL); and
 - c. Driving with an Expired Tag.
 - 3.2 **Citation.** In lieu of an arrest, eligible Program participants will receive a Driver's Civil Citation and will automatically have their cases set in the Driver's License Assistance Court ("DLAC") or Drive Legal Program ("DLP") to pursue a valid driver's license.

3.3 Ineligible Offenses. Individuals with a driver's license suspension for any of the following offenses are ineligible to participate in the Program:

- a. DUI/BUI or refusal to submit to a urine, breath-alcohol, or blood alcohol test;
- b. Traffic offense causing death or serious bodily injury;
- c. Habitual Traffic Offense (HTO);
- d. Points;
- e. Reckless driving, or any other underlying criminal offenses;
- f. Fleeing or eluding; and
- g. Unpaid Child Support.

3.4 Participation Limitations. An individual may participate in the Program one (1) time in a three-year period and two (2) times in a five-year period.

4. Program Procedures and Requirements.

4.1 Basis for Issuance of a Driver's Civil Citation. When an individual is detained for driving with a suspended license, the law enforcement officer shall determine the basis of the suspension using D.A.V.I.D. (Driver and Vehicle Information Database). If the suspended license is based solely on a failure to pay an infraction or fee(s), the law enforcement officer may issue a Driver's Civil Citation in lieu of a qualifying criminal traffic citation.

4.2 Officer Discretion. Law enforcement officers have sole discretion over whether to offer the Driver's Civil Citation in lieu of arrest. All efforts should be made to issue a Driver's Civil Citation to eligible drivers whose license is only suspended for failure to pay an infraction or fee(s).

4.3 DLAC Information Sheet. Law enforcement officers issuing a Driver's Civil Citation will provide the offending driver with an information sheet about DLAC.

4.4 Setting of Cases. Eligible Program participants will automatically have their cases set in DLAC or DLP, in accordance with the recommendations of the Task Force. They will receive a notice of court appearance in the mail when their case has been set for court.

4.5 No Contest Plea. Eligible Program participants will be required to admit that they were driving with either a suspended driver's license, no valid license, or an expired tag by submitting a plea of "No Contest" to a Driver's Civil Citation.

4.6 Fees and Costs. There is no fee associated with DLAC, except that court costs may be imposed.

4.7 Management and Operations.

- a. **Stakeholders.** The Program will be managed and operated by the Court in partnership with the C.O.C., S.A.O., P.D., and participating law enforcement agencies in the Eleventh Judicial Circuit.
- b. **Screenings.** DLAC or DLP staff will screen all Driver's Civil Citations issued by law enforcement to determine whether the offender is eligible to participate in the Program, DLP, or other existing diversion programs. If a determination is made that the individual is not eligible for the Program or another applicable diversion program, the case will be referred to the S.A.O. for prosecution.
- c. **Dismissal.** Upon successful completion of Program requirements, participants will be required to show a valid driver's license or tag, at which time the Driver's Civil Citation will be dismissed.

4.8 Noncompliance. Failure to meet Program requirements will result in an adjudication.

4.9 Information Sharing. Data on arrests, citations, and driver's license reinstatements will be collected and shared quarterly with Program stakeholders.

5. MOU Effective Date and Term.

- 5.1 Effective Date.** This MOU shall take effect immediately upon execution of this document by the Court, C.O.C., S.A.O., P.D., and first signing law enforcement agency ("Effective Date").
- 5.2 Subsequent Law Enforcement Participants.** Any law enforcement agency entering into this MOU after the Effective Date shall be bound by the terms and conditions herein as of the date on which it executed this document.
- 5.3 Term.** This MOU shall remain in effect for three (3) years from its Effective Date, and may be renewed thereafter for successive three-year terms upon the written consent of the Parties.

6. Termination and Cancellation.

- 6.1 Mutual Termination.** This MOU may be terminated at any time upon the mutual written consent of all Parties.
- 6.2 Unilateral Termination.** This MOU may be terminated unilaterally by the Court, S.A.O, or P.D. upon at least thirty (30) calendar days' written notice to the other Parties.

7. **Records.** All Parties agree to cooperate with each other in processing requests from the Parties or public for access to any documents related to this MOU.
8. **Program Liaisons and Notices.**
 - 8.1 **Contact Information for Program Liaisons.** Each Party entering into this MOU shall include contact information for its Program liaison on the signature page.
 - 8.2 **Notices.** The Parties shall direct all matters arising in connection with the performance of this MOU to the attention of the respective Program liaisons. The liaisons shall be responsible for overall coordination and oversight relating to the performance of this MOU. Any notices required under this MOU shall be in writing and sent by e-mail to the attention of the respective liaisons at the email addresses designated on the signature pages. All such notices shall be deemed delivered upon receipt.
 - 8.3 **Changes.** Written notice of any changes to a Party's designated liaison or contact information shall be sent to the other Parties within five (5) business days after the change.
9. **Indemnification.** Each Party shall be liable for and defend, indemnify, and hold harmless the other Parties, their officers, employees, and agents from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of its acts or omissions, or the acts or omissions of its officers, employees, or agents, in connection with this MOU.
10. **Assignment.** No Party, without the prior written consent of all other Parties, shall assign its obligations under this MOU to any third party.
11. **No Joint Venture or Partnership.** Nothing in this MOU is intended or shall be deemed to establish any partnership, joint venture, or agency relationship between the Parties. No Party is authorized to make or enter into any commitments for or on behalf of any other Party.
12. **No Third-Party Beneficiaries.** There are no intended or incidental third-party beneficiaries to this MOU. No third party is entitled to enforce the terms of this MOU against any of the Parties.
13. **No Funding Obligation.** This MOU shall not be used or construed to obligate or commit funds or serve as the basis for the transfer of funds between the Parties.
14. **Force Majeure.** Notwithstanding anything to the contrary in this MOU, no Party shall be responsible or liable for any delays or failures in performance of its obligations under this MOU resulting from acts beyond its reasonable control, including, but not limited to, acts of God, fire, pandemics, epidemics, natural disasters, acts of war, terrorism, civil or military disturbances, strikes, accidents, supply shortage, nuclear catastrophes, utility or computer malfunction or failure, embargo or other governmental act, or any other event or

circumstances that is beyond the control of the Party affected. In the event of a force majeure occurrence, the Parties agree to make good faith efforts to perform their respective obligations under this MOU. The non-performing Party must notify the other Parties within 10 days after the occurrence of a force majeure event.

15. **Governing Law.** This MOU shall be construed and enforced according to the laws of Florida. The venue of any litigation between the Parties shall lie in Miami-Dade County, Florida.

16. **Miscellaneous.**

- 16.1 **Merger.** This MOU embodies the entire agreement and understanding between the Parties related to the subject matter hereof. There are no other oral or written agreements or undertakings between the Parties with reference to the subject matter hereof that are not merged herein and superseded hereby.
- 16.2 **Nonwaiver.** Failure of a Party to insist upon or enforce strict performance by any other Party of any provision of this MOU shall not be deemed to be a waiver of the provision and shall not be construed to be a modification of the terms and conditions of this MOU.
- 16.3 **Conflicts.** In the event any provisions of this MOU shall conflict, or appear to conflict, the MOU, including all attachments, exhibits, and other documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 16.4 **Severability.** If a court deems any provision of this MOU invalid or unenforceable, all other provisions of this MOU will remain in full force and effect to the extent permitted by law.
- 16.5 **Modification.** No supplement, amendment, or modification to this MOU shall be binding unless it is in writing and signed by all the Parties.
- 16.6 **Execution in Counterparts.** This MOU, and any amendments thereto, may be executed in counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument. A signed copy of this MOU, amendment, or counterpart transmitted via facsimile, email, or other electronic means will be deemed to have the same legal effect as delivery of an original executed copy.

(Signature Pages Follow)

IN WITNESS WHEREOF, the Parties have executed this MOU by and through their duly authorized undersigned officials on the dates written below.

ELEVENTH JUDICIAL CIRCUIT OF FLORIDA

Signed By: Deirdre Dunham

Name: Deirdre Dunham

Title: Trial Court Administrator

Date: 7/31/2024

Reviewed as to Legal Form and Sufficiency:

Signed By: Pat Gladson
Name: Patricia Gladson, Esq.,

Title: General Counsel, Eleventh Judicial Circuit of Florida

Date: 07/31/2024

Program Liaison Contact Information:

Name: Mikaela Koons-Velazquez, Esq.

Title: Director, County Criminal Operations, Administrative Office of the Courts

Physical Mailing Address: 1351 NW 12th Street, Suite 8304, Miami, Florida 33125

Email Address: mkoons-velazquez@jud11.flcourts.org

Telephone Number: (305) 548-5330

PG/jdr

SharePoint Contract Identifier #826

MIAMI-DADE COUNTY CLERK OF THE COURT AND COMPTROLLER

Signed By:

Juan Fernandez-Barquin

Name: Juan Fernandez-Barquin

Title: Clerk of the Court and Comptroller, Miami-Dade County

Date:

8/19/24

Program Liaison Contact Information:

Name:

Doreen Ruggiero

Title:

Senior Deputy Clerk

Physical Mailing Address:

1351 NW 12 St. #9640 Miami, FL. 33125

Email Address:

Doreen.Ruggiero@miamidadeclerk.gov

Telephone Number:

786-286-4039

MIAMI-DADE COUNTY

Daniella Levine Cava

Daniella Levine Cava, Mayor

8/1/24

Date

B. Daniels

Stephanie V. Daniels, Director
Miami-Dade Police Department

7/31/24

Date

ATTEST: Juan Fernandez-Barquin
Clerk of the County and Comptroller

By: Olga Valverde Deputy Clerk

Print Name: Olga Valverde – e18183

Date: 8-6-24



Program Liaison Contact Information:

Name: Janet L. Lewis

Title: Commander - Police Legal Bureau

Physical Mailing Address: 9105 NW 25 Street, Doral, Florida 33172

Email Address: jllewis@mdpd.com

Telephone Number: 786 - 256-1006

MIAMI-DADE COUNTY STATE ATTORNEY'S OFFICE

Signed By:



Name: Katherine Fernandez Rundle

Title: State Attorney, Eleventh Judicial Circuit

Date:

8/26/24

Program Liaison Contact Information:

Name: Stephen K. Talpins

Title: Chief Assistant State Attorney

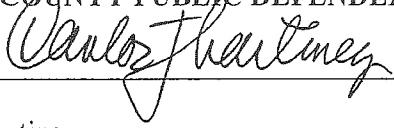
Physical Mailing Address: 1350 NW 12 Avenue, Miami, FL 33136

Email Address: stephenktalpins@miamisao.com

Telephone Number: (305) 610-3585

MIAMI-DADE COUNTY PUBLIC DEFENDER'S OFFICE

Signed By:



Name: Carlos Martinez

Title: Public Defender, Eleventh Judicial Circuit

Date: 8/2/2024

Program Liaison Contact Information:

Name: Natahly Soler

Title: Chief Assistant Public Defender, County Division

Physical Mailing Address: 1320 NW 14th Street, Miami, FL 33125

Email Address: NSoler@pdmiami.com

Telephone Number: 305.545.1650

MIAMI-DADE COUNTY ASSOCIATION OF CHIEFS OF POLICE

Signed By: DELGADO.PEDRO.R
AMON.1186922944

Digitally signed by
DELGADO.PEDRO.RAMON.1186922944
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI,
ou=USA, cn=DELGADO.PEDRO.RAMON.1186922944
Date: 2024.08.27 14:23:51 -04'00'

Name: Pedro (Pete) Delgado

Title: President

Date: 08/27/2024

Program Liaison Contact Information:

Name: Christie Blomberg

Title: Administrative Operations Manager

Physical Mailing Address: P.O. Box 531045, Miami Shores, FL 33153

Email Address: Info@mdcacp.com

Telephone Number: (305) 987-1243

Name of Law Enforcement Agency

Signed By: _____

Name: _____

Title: _____

Date: _____

Program Liaison Contact Information:

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Title: _____

Physical Mailing Address: _____

Email Address: _____

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