

RESOLUTION NO. 06-34

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE VILLAGE AND THE OFFICE OF THE STATE ATTORNEY TO REIMBURSE THE STATE FOR THE COST OF PROSECUTION OF CERTAIN CRIMINAL VIOLATIONS OF THE PALMETTO BAY CODE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay is required under Florida law, Revision 7 to Article V of the Florida Constitution, to enter into an Interlocal agreement with the Office of the State Attorney in order to prosecute municipal ordinances; and

WHEREAS, Florida Law dictates that the State Attorney may only prosecute municipal ordinances if the ordinance is ancillary to a felony prosecution or if the municipality has entered into an Interlocal agreement with the State Attorney for these prosecutions; and

WHEREAS, the Village acknowledges that Florida Statute §27.54(2) requires municipalities to pay for the defense of indigents charged with a violation of the municipal ordinance and a \$10 filing fee to the Clerk of the Court for each ordinance violation prosecuted (F.S. §34.045(1)(a)); and

WHEREAS, the Village and the State recognize their mutual obligation and responsibility to prosecute municipal ordinance violations; and, by entering into the attached Interlocal Agreement, the Village and the State shall be fulfilling their statutory obligations and requirements, recognizing the public safety benefit that will accrue to their citizens; and

WHEREAS, the Mayor and Village Council desire to implement the attached Interlocal Agreement To Reimburse The State For The Cost Of State Attorney Prosecution Of Certain Criminal Violations Of The Village's Municipal Code.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

**AGREEMENT BETWEEN _____
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 _____, 2005, by and between _____, 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, 2005, through September 30, 2006. 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, 2006, 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: _____
T. F. Mannelli
Executive Director