

RESOLUTION NO. 2023-

**A RESOLUTION OF THE VILLAGE OF PINECREST,
FLORIDA, AUTHORIZING THE VILLAGE
MANAGER TO ENTER INTO AN AGREEMENT
WITH THE STATE ATTORNEY'S OFFICE FOR
PROSECUTION OF CERTAIN CRIMINAL
VIOLATIONS; PROVIDING FOR AN EFFECTIVE
DATE; PROVIDING FOR AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE VILLAGE COUNCIL OF PINECREST, FLORIDA AS FOLLOWS:

Section 1. That the Village Manager is hereby authorized to enter into the attached agreement with the Office of the State Attorney for the Eleventh Judicial Circuit of Florida to reimburse the State of Florida for costs associated with the prosecution of certain criminal violations of the Pinecrest Code of Ordinances.

Section 2. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 14th day of November, 2023.

Joseph M. Corradino, Mayor

Attest:

Priscilla Torres, MMC
Village Clerk

Approved as to Form and Legal Sufficiency

Mitchell Bierman
Village Attorney

Motion by:
Second by:
Vote:



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

October 1, 2023

Ms. Yocelyn Galiano Gomez
Village Manager
Village of Pinecrest
12645 Pinecrest Parkway
Pinecrest, FL 33156

Dear Ms. Gomez,

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 Village of Pinecrest has entered into a contract with the State Attorney for the prosecutions (s. 27.34(1), Florida Statutes).

Enclosed please find the agreement for the prosecution of ordinance violations. Previously we had sent a new agreement each October 1st covering a one-year period. This year we have changed the performance period to be ongoing. The agreement shall commence on October 1, 2023, and remain in effect until terminated, per the provisions of the agreement. Please sign and return one originally signed copy to this office. Alternatively, you may color scan and email a copy to Fiscal@MiamiSAO.com. If you would like to propose any changes or edits to the agreement, please email your request to Fiscal@MiamiSAO.com and we will provide you with an electronic version of the agreement.

This agreement is for the initial 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 and 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 agreement or if I can provide any other information, please do not hesitate to contact me at StephenKTalpins@MiamiSAO.com.

Sincerely,

KATHERINE FERNANDEZ RUNDLE
State Attorney

By:


Stephen K. Talpins
Chief Assistant State Attorney

AGREEMENT BETWEEN VILLAGE OF PINECREST 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 VILLAGE OF PINECREST CODE

This agreement is entered into this 1st day of October, 2023 by Village of Pinecrest, 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. 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 take effect on October 1, 2023 and be automatically renewed annually at the commencement of the City's fiscal year, subject to annual reauthorization in the budget, 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 quarter. The City shall remit each payment within thirty (30) 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
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 VI
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 VII
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 VIII
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 age, 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:

VILLAGE OF PINECREST

By: _____

By: _____

ATTEST:

STATE ATTORNEY'S OFFICE
ELEVENTH JUDICIAL CIRCUIT

By: _____

By: _____



Stephen K. Talpins
Chief Assistant State Attorney