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3 **RESOLUTION NO. 2016-01**
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5 **A RESOLUTION OF THE VILLAGE**
6 **COMMISSION OF THE VILLAGE OF**
7 **BISCAYNE PARK, FLORIDA AUTHORIZING**
8 **THE VILLAGE MANAGER TO EXECUTE THE**
9 **INTERLOCAL AGREEMENT BETWEEN THE**
10 **VILLAGE OF BISCAYNE PARK AND MIAMI-**
11 **DADE COUNTY, FLORIDA FOR THE**
12 **ENFORCEMENT OF SECTION 8CC OF THE**
13 **MIAMI-DADE COUNTY CODE AS IT RELATES**
14 **TO SECTION 21-81 OF THE MIAMI-DADE**
15 **COUNTY CODE; PROVIDING FOR AN**
16 **EFFECTIVE DATE**
17

18
19 WHEREAS, Section 21-81 of the Code of Miami-Dade County applies to all
20 municipalities in the County and is enforced, in part, through civil penalties under Section 8CC
21 of the Code; and,
22

23 WHEREAS, in 2015, Miami-Dade County approved the amendment of Sections 21-81
24 of the code of Miami-Dade County which provides for civil penalties for certain
25 misdemeanors; and,
26

27 WHEREAS, municipalities in the County may enforce the provisions of Section 21-81
28 of the Code, pursuant to Section 8CC-11 upon the adoption by the County and municipalities
29 of an interlocal agreement; and,
30

31 WHEREAS, the Village Commission has found it to be in the best interests of the
32 Village and its residents to have the Village enforce the provisions of Section 21-81 of the
33 Code through Section 8CC as provided in the interlocal agreement.
34

35
36 **NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION**
37 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA:**
38

39 **Section 1.** The foregoing "WHEREAS" clauses are true and correct and hereby
40 ratified and confirmed by the Village Commission.
41

42 **Section 2.** That the Village Manager is authorized to execute the Interlocal
43 Agreement between Miami-Dade County, Florida and the Village of Biscayne Park, Florida for
44 the enforcement of Section 8CC of the Miami-Dade County Code as it relates to Section 21-81
45 of the Miami-Dade County Code. The agreement, in substantial form, is attached and
46 incorporated by reference into this resolution as exhibit 1.
47

48 **Section 3.** This Resolution shall become effective upon adoption.

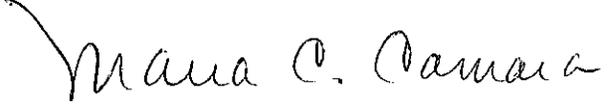
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PASSED AND ADOPTED this 2nd day of February, 2016.



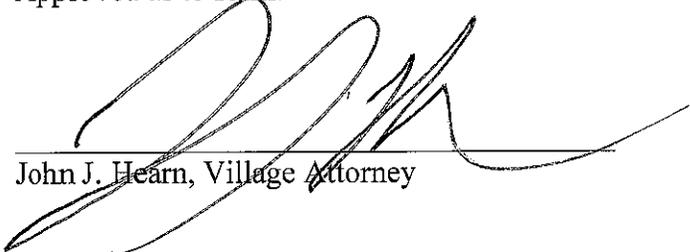
David Coviello, Mayor

Attest:



Maria C. Camara, Village Clerk

Approved as to form:



John J. Hearn, Village Attorney

The foregoing resolution upon being put to a vote, the vote was as follows:

Mayor Coviello: Yes
Vice Mayor Watts: Absent
Commissioner Anderson: Yes
Commissioner Jonas: Yes
Commissioner Ross: Yes

INTERLOCAL AGREEMENT BETWEEN

MIAMI-DADE COUNTY, FLORIDA

AND

THE VILLAGE OF BISCAYNE PARK

**FOR THE ENFORCEMENT OF SECTION 8CC OF THE MIAMI-DADE COUNTY
CODE AS IT RELATES TO SECTION 21-81 OF THE MIAMI-DADE COUNTY CODE**

This Interlocal Agreement ("Agreement") is made and entered this 23rd day of May, 2016, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereafter "COUNTY") and THE VILLAGE OF BISCAYNE PARK (hereafter "PARTICIPATING ENTITY").

WITNESSETH

WHEREAS, Section 21-81 of the Code of Miami-Dade County ("hereinafter the Code") applies countywide and is enforced, in part, through civil penalties under section 8CC of the Code; and

WHEREAS, the PARTICIPATING ENTITY may enforce within its lawful jurisdiction within the County the provisions of Section 8CC as they relate to Section 21-81 upon the execution and adoption of an Interlocal agreement by the COUNTY and the PARTICIPATING ENTITY which contains the sections of the Code which the PARTICIPATING ENTITY is entitled to enforce, the job title of the agents of the PARTICIPATING ENTITY authorized to perform the enforcement functions, the amount reimbursable to the COUNTY for administrative costs, the amount of revenue reimbursable to the PARTICIPATING ENTITY from any fine collected, an agreement to indemnify and hold the COUNTY harmless from and against any

liability or actions or causes of actions related to the PARTICIPATING ENTITY's enforcement, and a defined term of years for which the agreement would be in effect; and

WHEREAS, the parties agree that it is in their mutual best interests and the best interests of the PARTICIPATING ENTITY and of the citizens of the COUNTY to have the PARTICIPATING ENTITY enforce the provisions of Section 21-81 of the Code through Section 8CC,

NOW, THEREFORE, IN CONSIDERATION of the mutual benefits derived here from the parties covenant and agree as follows:

I. CODE SECTIONS SUBJECT TO ENFORCEMENT

The PARTICIPATING ENTITY is authorized to enforce Section 21-81 of the Code in accordance with the provisions of Section 8CC of the Code, including but not limited to the ability to issue civil violation notices under Section 8CC-10 of the Code for violations of Section 21-81(d)(1) through and including 21-81(d)(7) of the Code, within the PARTICIPATING ENTITY'S jurisdiction. Notwithstanding this authorization, nothing in this Agreement shall be construed to limit, supersede, or remove the independent authority of the COUNTY to enforce such provisions.

II. AUTHORIZED AGENTS

All law enforcement officers as defined by Florida Statutes Section 943.10(1) that are employed by the PARTICIPATING ENTITY are authorized by this Agreement to perform the enforcement functions outlined in and in accordance with this Agreement.

III. AMOUNT REIMBURSABLE TO MIAMI-DADE COUNTY FOR COSTS RELATED TO THE CONDUCT OF HEARINGS ON APPEALS

The PARTICIPATING ENTITY shall reimburse the COUNTY for the administrative costs relating to the conduct of hearings on appeals from violations as outlined in Section I above

and shall also be responsible for reimbursing the COUNTY for any attorney's fees and costs, including the costs of transcripts and clerical costs, incurred in such proceedings. Such funds shall be payable to Miami-Dade County within thirty (30) days of receipt of an invoice for such services. In addition, the PARTICIPATING ENTITY shall bear all costs relating to any subsequent appeal to the Circuit court of the Eleventh Judicial Circuit and/or any high court of the Hearing Officer's decision and shall be solely responsible for representing the PARTICIPATING ENTITY in such proceedings.

IV. AMOUNT OF REVENUE REIMBURSABLE TO THE PARTICIPATING ENTITY FROM THE FINE COLLECTED

The CLERK OF COURTS shall reimburse on a quarterly basis to the PARTICIPATING ENTITY the fines collected from the issuance of civil violation notices for violations of Section 21-81 of the Code as set forth in Section 8CC. Prior to the reimbursement, the CLERK OF COURTS will deduct 17% - 20% from the fines collected for administrative costs of processing the civil violation notices. Should the violator opt to enter the Miami-Dade County Diversion Program as set forth in Implementing Order 2-12, the COUNTY shall keep the entire processing fee paid by the violator.

V. TERM OF AGREEMENT

This Agreement shall be in full force and effect from the date of the final execution by either party and shall continue for three (3) years. At the expiration of the three (3) year period, the COUNTY and the PARTICIPATING ENTITY may enter a new interlocal agreement as required by section 8CC-11 of the Miami-Dade County Code in order for the PARTICIPATING ENTITY to continue its enforcement efforts.

VI. PARTICIPATING ENTITY INDEMNIFICATION OF THE COUNTY

Subject to the limitations set forth in Section 768.28, Fla. Stat., and all applicable laws, the PARTICIPATING ENTITY shall indemnify and hold harmless the COUNTY from and for any losses, claims, causes of action or damages of any nature whatsoever, arising from the act, omission or performance or failure of performance of the PARTICIPATING ENTITY or the PARTICIPATING ENTITY's agents, contractors, servants and employees hereunder relative to the enforcement of the provisions of Section 21-81 of the Code pursuant to Section 8CC of the Code. The PARTICIPATING ENTITY shall defend the COUNTY in any action including any action in the name of the COUNTY.

VII. DEFAULT

A. Without limitation, the failure by the PARTICIPATING ENTITY to substantially fulfill any of its material obligations in accordance with this Agreement shall constitute a "Participating Entity Default." If a participating Entity Default should occur, the COUNTY shall have all the following rights and remedies which may be exercised singly or in combination:

1. The right to declare that this Agreement together with all rights granted to the PARTICIPATING ENTITY thereunder are terminated, effective upon such date as is designated by the COUNTY. Provided, however, that the COUNTY shall give the PARTICIPATING ENTITY a period of thirty (30) days after receipt of the written notice from the COUNTY of said default to cure any Participating Entity Default unless the COUNTY determines, in its sole and absolute discretion, that the nature of the defaults is such that it cannot be cured in a period of thirty (30) days from the date of the default. If the PARTICIPATING

ENTITY commences reasonable efforts to cure such default no later than thirty (30) days after such notice, and such efforts are prosecuted to completion and to the COUNTY's reasonable satisfaction, then it shall be deemed that no Participating Entity Default shall have occurred under the provisions of this paragraph.

2. Any and all rights provided under the laws of the State of Florida.

B. Without limitation, the failure by the COUNTY to substantially fulfill any of its material obligations in accordance with this Agreement shall constitute a "County Default." If a County Default should occur, the PARTICIPATING ENTITY shall have all of the following rights and remedies which it may exercise singly or in combination:

1. The right to declare that this Agreement together with all rights granted to the COUNTY thereunder are terminated, effective upon such date as is designated by the PARTICIPATING ENTITY. Provided, however, that the PARTICIPATING ENTITY shall give the COUNTY a period of thirty (30) days after receipt of written notice from the PARTICIPATING ENTITY of said default to cure any County Default unless the PARTICIPATING ENTITY determines, in its sole and absolute discretion, that the nature of the default is such that it cannot be cured in a period of thirty (30) days from the date of the default. If the COUNTY commences reasonable efforts to cure such default no later than thirty (30) days after such notice, and such efforts are prosecuted to completion and to the PARTICIPATING ENTITY's reasonable satisfaction, then it shall be deemed that no County Default shall have occurred under the provisions of this paragraph.

2. Any and all rights provided under the laws of the State of Florida.

VIII. CANCELLATION

Notwithstanding the above, this agreement may be terminated by either the COUNTY or the PARTICIPATING ENTITY upon thirty (30) days written notice.

IX. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The COUNTY and the PARTICIPATING ENTITY agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

X. ENTIRETY OF AGREEMENT

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto and their authorized representatives.

XI. HEADINGS

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

XII. RIGHTS OF OTHERS

Nothing in this Agreement expressed or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

XIII. REPRESENTATION OF THE MUNICIPALITY

The PARTICIPATING ENTITY represents that: (i) this Agreement has been duly authorized, executed and delivered by the governing body of the PARTICIPATING ENTITY or its designee; and (ii) it has the required power and authority to perform this Agreement.

XIV. REPRESENTATION OF COUNTY

The COUNTY represents that: (i) this Agreement has been duly authorized, executed and delivered by the governing body of the COUNTY or its designee; and (ii) the County has the required power and authority to perform this Agreement.

XV. WAIVER

There shall be no waiver of any right related to this Agreement unless in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

XVI. INVALIDITY OF PROVISIONS, SEVERABILITY

Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

XVII. NOTICE

Notices to PARTICIPATING ENTITY provided for herein shall be sufficient if sent by Federal Express or certified mail, return receipt requested, postage prepaid, addressed to:

Name and Title: Heidi Siegel, Village Manager
Agency: Village of Biscayne Park
Address: 640 NE 114th St
City: Biscayne Park, FL
Zip code: 33161

with copy to:

Agency Attorney
Name and Title: John J. Hearn
Agency: Law Offices of John J. Hearn, P.A.
Address: 1001 NW 119th Avenue
City: Coral Springs, FL
Zip code: 33071

and notices to COUNTY, if sent by Federal Express or certified mail, return receipt requested, postage prepaid addressed to:

County Mayor
Miami-Dade County
Stephen P. Clark Center
111 N.W. 1st Street, 29th Floor
Miami, FL 33128

with copy to:

County Attorney
Miami-Dade County
Stephen P. Clark Center
111 N.W. 1st Street, 28th Floor
Miami, FL 33128

Or such other respective address as the parties may designate to each other in writing from time to time.

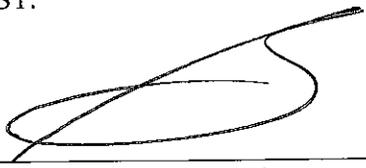
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

MIAMI-DADE COUNTY



Carlos A. Gimenez, Mayor 5/23/16
Date

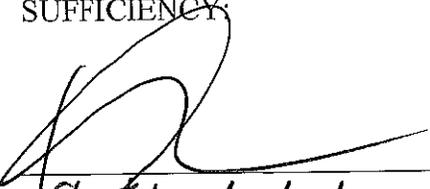
ATTEST:



Harvey Ruvlin, County Clerk 5/23/16
Miami-Dade County, Florida Date

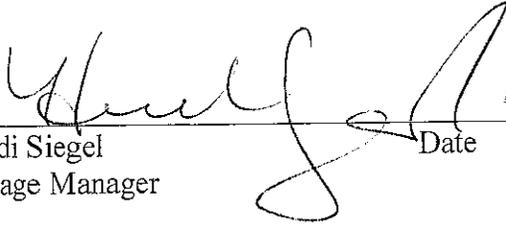


APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



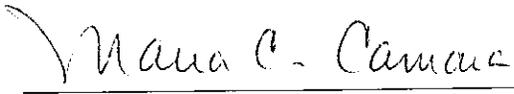
Christopher A. Agall 5-20-16
Assistant County Attorney Date
Miami-Dade County, Florida

VILLAGE OF BISCAIYNE PARK


Heidi Siegel
Village Manager

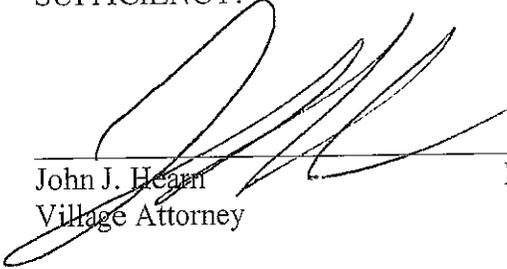
4/11/16
Date

ATTEST:


Maria C. Camara
Village Clerk

4/11/16
Date

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:


John J. Heam
Village Attorney

4/28/16
Date