

RESOLUTION NO. 2018- 2531

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY TO ALLOW THE TOWN, PURSUANT TO SECTION 8CC-11 OF THE MIAMI-DADE COUNTY CODE OF ORDINANCES, TO ENFORCE SECTION 21-81 OF THE MIAMI-DADE COUNTY CODE; PROVIDING FOR NECESSARY AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the "Town"), being a municipality within Miami-Dade County (the "County"), is entitled to enforce Section 21-81 of the County Code of Ordinances (the "County Code") by entering into an interlocal agreement with the County pursuant to Section 8CC-11 of the County Code; and

WHEREAS, the Town desires the authority to issue civil violation notices and otherwise enforce the provisions of Section 21-81 of the County Code; and

WHEREAS, the Town Commission finds that executing an interlocal agreement, in substantially the same form attached hereto as Exhibit "A" (the "Interlocal Agreement"), between the Town and the County for purposes of enforcing Section 21-81 of the County Code is in the best interest of the Town.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AS FOLLOWS:

**Section 1. Recitals.** That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

**Section 2. Approval and Authorization.** The Interlocal Agreement between the Town and the County, substantially in the form attached hereto as Exhibit "A," is hereby approved, subject to the Town Attorney's approval as to form, content and legal sufficiency. The Town Manager is authorized to finalize and execute an interlocal agreement, in substantially the same form as attached and to authorize the Town Police Department to enforce the provisions of Section 21-81 of the County Code.

**Section 3. Implementation.** The Town Manager is authorized to take all action necessary to implement the purposes of this Resolution and the interlocal agreement .

**Section 4. Effective Date.** This Resolution will become effective upon adoption.

**PASSED AND ADOPTED** this 12th day of September, 2018.

Motion by Commissioner Karukin.

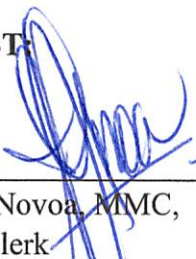
Second by Vice Mayor Gielchinsky.

**FINAL VOTE ON ADOPTION**

Commissioner Barry Cohen	Absent
Commissioner Michael Karukin	yes
Commissioner Tina Paul	yes
Vice Mayor Daniel Gielchinsky	yes
Mayor Daniel Dietch	yes

  
\_\_\_\_\_  
Daniel Dietch, Mayor

**ATTEST**

  
\_\_\_\_\_  
Sandra Novoa, MMC,  
Town Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**

  
\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney

**INTERLOCAL AGREEMENT BETWEEN  
MIAMI-DADE COUNTY, FLORIDA  
AND  
THE TOWN OF SURFSIDE, FLORIDA  
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 \_\_\_\_ day of \_\_\_\_\_, 2018, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereafter "COUNTY") and the TOWN OF SURFSIDE, FLORIDA, a Florida municipal corporation (hereafter "TOWN").

**WITNESSETH**

**WHEREAS**, Section 21-81 of the Code of Miami-Dade County (“Code”) applies to all municipalities in the County and is enforced, in part, through civil penalties under Section 8CC of the Code; and

**WHEREAS**, municipalities in the County may enforce the provisions of Section 21-81 of the Code, pursuant to Section 8CC-11 upon the adoption by the County and municipalities of an interlocal agreement which contains (1) the sections of the Code which the municipality is entitled to enforce, (2) the job title of the agents of the municipality authorized to perform the enforcement functions, (3) the amount reimbursable to the County for administrative costs, (4) the amount of revenue reimbursable to the municipality from any fine collected, (5) an agreement to indemnify and hold the County harmless from and against any liability, actions or causes of actions related to the municipality’s enforcement, and (6) contain a term not to exceed three (3) years; and

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

**NOW, THEREFORE, IN CONSIDERATION** of the mutual benefits derived here from and in compliance with Section 8CC-11 of the Code, the parties covenant and agree as follows:

**I. CODE SECTIONS SUBJECT TO ENFORCEMENT**

The TOWN 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 its municipal boundaries. 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 State Statute 943.10(1) that are employed by the TOWN 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 TOWN 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.

**IV. AMOUNT OF REVENUE REIMBURSABLE TO THE TOWN FROM THE FINE COLLECTED**

The CLERK OF COURTS will reimburse on a quarterly basis to the TOWN 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 their 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 TOWN may enter a new interlocal agreement as required by section 8CC-11 of the Miami-Dade County Code in order for the TOWN to continue its enforcement efforts.

**VI. TOWN INDEMNIFICATION**

Subject to the limitations set forth in Section 768.28, F.S., and all applicable laws, the TOWN 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 TOWN or the TOWN'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 TOWN 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 TOWN to substantially fulfill any of its material obligations in accordance with this Agreement shall constitute a “Municipal Default”. If a Municipal 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 TOWN thereunder are terminated, effective upon such date as is designated by the COUNTY. Provided, however, that the COUNTY shall give TOWN a period of thirty (30) days after receipt of the written notice from the COUNTY of said default to cure any Municipal Default unless the COUNTY 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 TOWN 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 Municipal 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 TOWN 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 TOWN. Provided, however, that the TOWN shall give the COUNTY a period

of thirty (30) days after receipt of written notice from the TOWN of said default to cure any County Default unless the TOWN 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 TOWN'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 TOWN 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 TOWN 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 TOWN**

The TOWN represents that: (i) this Agreement has been duly authorized, executed and delivered by the governing body of the TOWN 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 TOWN provided for herein shall be sufficient if sent by Federal Express or certified mail, return receipt requested, postage prepaid, addressed to:

Guillermo Olmedillo, Town Manager  
Town of Surfside  
9293 Harding Avenue  
Surfside, FL 33154

with copy to:

Lillian Arango, Town Attorney  
Town of Surfside  
9293 Harding Avenue  
Surfside, FL 33154

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.

**ATTEST:**  
  
HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
DEPUTY CLERK

By: \_\_\_\_\_  
Carlos A. Gimenez  
County Mayor

Approved as to form and legal  
sufficiency:

\_\_\_\_\_  
Christopher A. Angell  
Assistant County Attorney

**ATTEST:**

**TOWN OF SURFSIDE, FLORIDA  
a Florida Municipal Corporation**

By: \_\_\_\_\_  
Sandra Novoa, Town Clerk

By: \_\_\_\_\_  
Guillermo Olmedillo, Town Manager

Approved as to form and legal  
sufficiency:

\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney