

RESOLUTION NO. 2020-079

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR A TERM NOT EXCEEDING THREE (3) YEARS FOR THE ENFORCEMENT OF SPECIFIED STATE MISDEMEANORS AS CIVIL CITATIONS THROUGH THE COUNTY'S CODE ENFORCEMENT AND DIVERSION PROGRAM, PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN THE INTERLOCAL AGREEMENT ATTACHED HERETO AND MADE PART HEREOF AS "EXHIBIT "A"; AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO EXECUTE THE INTERLOCAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Hialeah entered into an interlocal agreement on 17th day of April 2018, for a term of three (3) years, with Miami-Dade County for the civil enforcement of State misdemeanor offenses through the County's civil citation and diversion program; and

WHEREAS, the intent of the interlocal agreement is to provide an alternate enforcement mechanism for specific misdemeanor criminal offenses as civil infractions and provide a police officer the discretion to issue a civil citation in lieu of a physical arrest of the individual; and

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

WHEREAS, Miami-Dade County Commissions adopted Ordinance No. 19-72 and Resolution R-957-19 simultaneously on September 4, 2019 amending Chapter 8CC of the Code of Miami-Dade County expanding the provisions of the Code Eligible for Enforcement through civil citations and approving the terms of form interlocal agreements with municipalities; and

WHEREAS, the Interlocal Agreement with Miami-Dade County will rescind and supersede the interlocal agreement entered on 17th day of April 2018 and the term of the new agreement will be for a period of three (3) years,

WHEREAS, the City of Hialeah finds that it is in the best interest of the City and its residents to enter into an interlocal agreement pursuant to section 163.01, Florida Statutes, for a period not exceeding three (3) years that allows local governments to make the most efficient use of their powers to enable them to cooperate with other localities on the basis of mutual advantage; and


NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2: The Interlocal Agreement with Miami-Dade County attached hereto and made part hereof as Exhibit "A" is hereby approved and the Mayor and the City Clerk, as attesting witness, are hereby authorized to execute the Interlocal Agreement on behalf of the City.

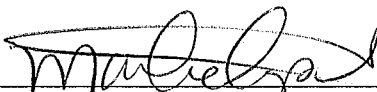
Section 3: This resolution shall become effective upon signature of the Mayor of the City of Hialeah, Florida or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.


PASSED AND ADOPTED this 23 day of June, 2020.


Paul B. Hernandez
Council President

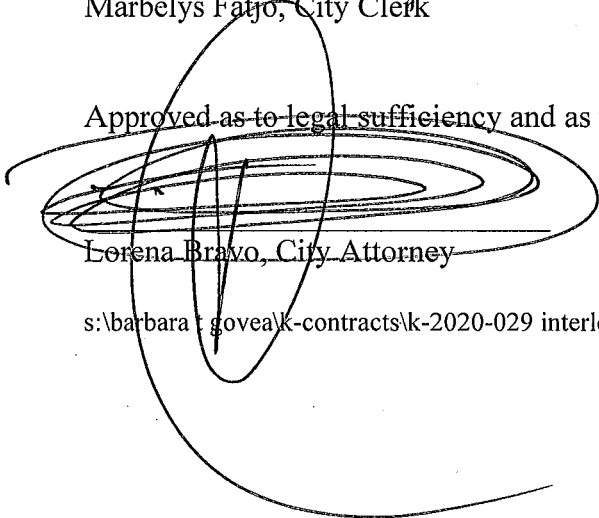
Attest:

Approved on this 10 day of July, 2020.


Marbelys Fatjo, City Clerk


Mayor Carlos Hernandez

Approved as to legal sufficiency and as to form:


Lorena Bravo, City Attorney

Resolution was adopted by a 6-0-1 vote with Councilmembers, Cue-Fuente, Garcia-Roves, Hernandez, Perez, Tundidor and Zogby, voting "Yes" and with Council Vice President De la Rosa absent.

INTERLOCAL AGREEMENT BETWEEN

MIAMI-DADE COUNTY, FLORIDA

AND

THE CITY OF HIALEAH

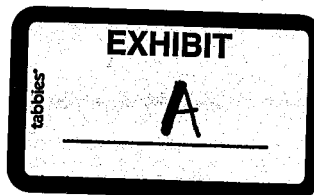
**FOR THE ENFORCEMENT OF SECTION 8CC OF THE MIAMI-DADE COUNTY
CODE AS IT RELATES TO SECTION 21-81 OF THE MIAMI-DADE COUNTY CODE**

This Interlocal Agreement ("Agreement") is made and entered this 17th day of April, 2018, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereafter "COUNTY") and THE CITY OF HIALEAH, a Florida municipal corporation (hereafter "MUNICIPALITY").

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 MUNICIPALITY to have the MUNICIPALITY 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 MUNICIPALITY 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 MUNICIPALITY 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 MUNICIPALITY 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 MUNICIPALITY FROM THE FINE COLLECTED

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

VI. MUNICIPALITY INDEMNIFICATION

Subject to the limitations set forth in Section 768.28, F.S., and all applicable laws, the MUNICIPALITY 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 MUNICIPALITY or the MUNICIPALITY'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 MUNICIPALITY 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 MUNICIPALITY 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 MUNICIPALITY thereunder are terminated, effective upon such date as is designated by the COUNTY. Provided, however, that the COUNTY shall give MUNICIPALITY 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 MUNICIPALITY 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 MUNICIPALITY 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 MUNICIPALITY. Provided, however, that the MUNICIPALITY shall give the COUNTY a

period of thirty (30) days after receipt of written notice from the MUNICIPALITY of said default to cure any County Default unless the MUNICIPALITY 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 MUNICIPALITY'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 MUNICIPALITY 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 MUNICIPALITY 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 MUNICIPALITY represents that: (i) this Agreement has been duly authorized, executed and delivered by the governing body of the MUNICIPALITY 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 MUNICIPALITY provided for herein shall be sufficient if sent by Federal Express or certified mail, return receipt requested, postage prepaid, addressed to:

Sergio Velazquez, Chief of Police
City of Hialeah Police Department
5555 East 8 Avenue
Hialeah, FL
33013

with copy to:

Lorena Bravo, City Attorney
City of Hialeah
Law Department
501 Palm Avenue
Hialeah, FL
33010

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.

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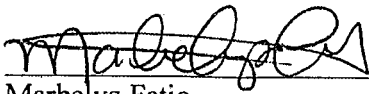
INSERT MUNICIPALITY NAME



Carlos Hernandez
Mayor

Date

ATTEST:

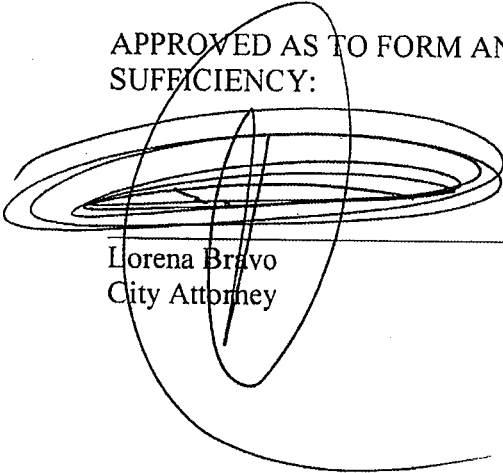


Marbelys Fatjo
City Clerk

4/3/18

Date

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:



Lorena Bravo
City Attorney

Date

This chart is for the municipalities that have fully executed the new Interlocal Agreement with Miami-Dade County to enforce civil citations. The police officers from these municipalities now have the authority to enforce the Miami-Dade County Code sections listed in the chart below within their jurisdiction, via a civil citation.

If anyone has questions regarding civil citation enforcement, please contact Police Legal Advisor Manager Ivonne Villar from Miami-Dade Police Legal Bureau at (786) 256-1603.

<u>7-1(c)</u>	Violation, breach, or failure to observe salt barrier line	100.00
<u>7-3</u>	Swimming or fishing from prohibited road bridges:	
	First Offense	25.00
	Second and Subsequent Offense	100.00
<u>7-4</u>	Mooring watercraft to bridges, fender systems, public bank	100.00
<u>7-22.1</u>	Failure to pay County vessel registration fee	100.00
<u>7-26</u>	Operating a motorboat in restricted zones	100.00
<u>7-26.1</u>	Violating maximum sound level standards or refusing to submit to sound level test	100.00
<u>7-33</u>	Mooring to bank	100.00
<u>7-34</u>	Failure to secure moored vessel; mooring vessel to improper structure	100.00

<u>7-35</u>	Nesting or rafting of vessels as encroachment or hazard	100.00
<u>7-37</u>	Abandonment of vessel	100.00
<u>8A-52</u>	Bulk sales of fruits or plants without certificate	100.00
<u>8A-172</u>	Doing business without local business tax receipt	100.00
<u>8A-276(b)</u>	Failure to display commercial vehicle markings	200.00
<u>21-21</u>	Solicitation of drinks in alcoholic beverage establishments	100.00
<u>21-21.2(b)</u>	Adult violator regarding alcoholic beverage or drug at open house party	100.00
<u>21-21.3</u>	Sale of drug-related paraphernalia	100.00
<u>21-24.1</u>	False statements with intent to receive benefit	100.00
<u>21-27.1</u>	Selling merchandise near schools	100.00
<u>21-27.2</u>	Selling merchandise near parks	100.00
<u>21-28</u>	Excessive noise violations	100.00

<u>21-29(b)</u>	Violation of requirements for secondhand dealer records of transactions	100.00
<u>21-29.1</u>	Advertising or engaging in private business on County property	100.00
<u>21-31.1</u>	Disorderly conduct and loitering	100.00
<u>21-31.2(b)(1), (2)</u>	Alcohol possession or consumption near a store	100.00
<u>21-31.4(B)</u>	Obstructing traffic or aggressively begging	100.00
<u>21-35(d)</u>	Public intoxication by glue, cement, or solvents	100.00
<u>21-36</u>	Sidewalk solicitation of business	100.00
<u>21-36.1</u>	Street corner automobile window washers	100.00
<u>21-36.3(c)</u>	Solicitation in public right-of-way at prohibited intersections	
	First offense after warning	30.00
	Second offense	50.00
	Third and subsequent offenses	100.00

<u>21-38(a)</u>	Selling or distributing hypodermic syringe or needle without perscription	100.00
<u>21-51</u>	Engaging in motor vehilce business without license	100.00
<u>21-56</u>	Failure to maintain motor vehicle records	100.00
<u>21-57</u>	Destroying motor vehicile without title certificate or documentation	100.00
<u>21-81(d)(1)</u>	Florida litter law	100.00
<u>21-81(d)(2)</u>	Illegal use of dairy cases, egg baskets, poultry boxes or bakery containers	100.00
<u>21-81(d)(3)</u>	Trespass on property other than structure or conveyance	100.00
<u>21-81(d)(4)</u>	Retail theft by removal of shopping cart	100.00
<u>21-81(d)(5)</u>	Loitering or prowling	100.00
<u>21-81(d)(6)</u>	Possession of cannabis in an amount of 20 grams or less	100.00
<u>21-81(d)(7)</u>	Possession of drug paraphernalia	100.00
<u>21-118</u>	Theft of plants and fruits and trespass	200.00

<u>21-133</u>	Renting or providing space to bingo operator without annual permit	100.00
<u>21-136</u>	Failure to wear tags evidencing name and charity	100.00
<u>21-287</u>	Rafting	250.00
<u>26-1</u>	Rule 3(a), Driving on other than approved park roadways	100.00
<u>26-1</u>	Rule 3(b), Stopping on, or obstructing park roadways	100.00
<u>26-1</u>	Rule 4, Truck or commercial vehicle on restricted roadway w/out authorization	100.00
<u>26-1</u>	Rule 5, Other types of vehicles on any but vehicular roads	100.00
	Subsequent offenses	200.00
<u>26-1</u>	Rule 6(a), Parking in undesignated space or location	100.00
<u>26-1</u>	Rule 6(b), Violation of overnight parking restriction	100.00
<u>26-1</u>	Rule 7(a), Towing of vehicles on park managed beaches	100.00
<u>26-1</u>	Rule 7(b), Providing taxi service w/out authorization	100.00

<u>26-1</u>	Rule 7(c), Vehicle repair or cleaning on park property	100.00
<u>26-1</u>	Rule 8(b), Defacement or destruction of park property	100.00
<u>26-1</u>	Rule 8(c), Removal of plants or plant material	100.00
<u>26-1</u>	Rule 8(d), Excavation in archeological sensitive areas of parks	100.00
<u>26-1</u>	Rule 8(e), Construction or encroachment w/out authorization	100.00
<u>26-1</u>	Rule 8(f), Lighting a fire or dumping in other than designated areas	100.00
<u>26-1</u>	Rule 8(g), Leaving a park w/out extinguishing a fire	100.00
<u>26-1</u>	Rule 8(h), Burning or defacing park equipment	100.00
<u>26-1</u>	Rule 9(a), Molesting, harming or removal of wild animals from park property w/out authorization	100.00
<u>26-1</u>	Rule 9(b), Feeding of any zoo animals	100.00
<u>26-1</u>	Rule 9(c), Dumping or leaving wild or domestic animals in parks	100.00
<u>26-1</u>	Rule 10(b), Introduction of exotic animal or leaving any animal in a park	100.00

<u>26-1</u>	Rule 10(c), Feeding of animals in or adjacent to a park	100.00
	Subsequent offenses	200.00
<u>26-1</u>	Rule 11, Entering a park with a domesticated animal, in other than designated area	100.00
<u>26-1</u>	Rule 12(a), Operating an aerial apparatus on park property w/out authorization	100.00
<u>26-1</u>	Rule 12(b), Flying lower than 1000 feet above populated park	100.00
<u>26-1</u>	Rule 13(a), Trespassing on park property after operating hours	100.00
<u>26-1</u>	Rule 13(b), Unauthorized entry onto a park that is in an unfinished state or under construction	100.00
<u>26-1</u>	Rule 16(a), Swimming in other than designated park area	100.00
<u>26-1</u>	Rule 16(b), Swimming with a floatation device in parks	100.00
<u>26-1</u>	Rule 16(c), Erecting of structures on or in beach areas	100.00
<u>26-1</u>	Rule 17, Fishing in a park in other than designated areas	100.00
<u>26-1</u>	Rule 18(a), Entering a park with a weapon other than designated facilities	100.00

<u>26-1</u>	Rule 19(a), Possession or use of explosives or other incendiary devises on park property	100.00
<u>26-1</u>	Rule 20(a), Picnicking or cooking in a park in other than designated areas	100.00
<u>26-1</u>	Rule 21, Horseback riding in a park in other than designated areas	100.00
<u>26-1</u>	Rule 22(a), Bringing a watercraft in a park in other than designated areas	100.00
<u>26-1</u>	Rule 22(b), Unauthorized mooring within 200 ft of park or marina	100.00
<u>26-1</u>	Rule 22(c), Docking or boating in park water other than under permit	100.00
<u>26-1</u>	Rule 22(d), Creation of excessive noise by boats in park waters	100.00
<u>26-1</u>	Rule 23, Commercial marina activity within park waters w/out permit	100.00
<u>26-1</u>	Rule 24(a), Failure to follow Picnic Shelter Permit restrictions	100.00
<u>26-1</u>	Rule 24(b), Solicitation, collection of funds, ticket sales within a park	100.00
<u>26-1</u>	Rule 25, Camping w/out permit or in other than designated area	100.00

<u>26-1</u>	Rule 26, Pollution of park waters	100.00
<u>26-1</u>	Rule 27(a), Depositing of trash or garbage on park grounds	100.00
<u>26-1</u>	Rule 27(b), Possession of glass containers on park beaches	100.00
<u>26-1</u>	Rule 27(c), Use of recycle bin for other than intended purpose on park property	100.00
<u>26-1</u>	Rule 29, Illegal merchandising, vending, or peddling	100.00
<u>26-1</u>	Rule 30, Advertising on park property w/out authorization	100.00
<u>26-1</u>	Rule 31, Public demonstration, gatherings and performances without specific authorization	100.00
<u>26-1</u>	Rule <u>33</u> (d), Consumption of alcohol at youth athletic events	100.00
<u>26-1</u>	Rule 34(a), Entering facilities designated for opposite sex (child exclusion)	100.00
<u>26-1</u>	Rule 34(b), Loitering in or about park restrooms, dressing room, bath house or nature area	100.00
<u>26-1</u>	Rule 35, Gambling on park property	100.00
<u>26A-2A</u>	Keeping a sanitary nuisance	100.00

<u>31-105</u>	Driving a passenger motor carrier vehicle without a chauffer's registration	100.00
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