# MEMORANDUM

Agenda Item No.11(A)(8)

**TO:** Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

**DATE:** September 18, 2012

**FROM:** R. A. Cuevas, Jr.
County Attorney

**SUBJECT:** Resolution directing the County Mayor to work with the Office of Community Advocacy to create a website containing a listing of community and faith-based organizations, to be referred to as the Miami-Dade Coordinated Response Team

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Chairman Joe A. Martinez.

R. A. Cuevas, Jr.
County Attorney

RAC/jls

# MEMORANDUM
(Revised)

**TO:** Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

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**SUBJECT:** Agenda Item No. 11(A)(8)

**Please note any items checked.**

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

✓ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____ ) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

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Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(8)
9-18-12

RESOLUTION NO. _____

RESOLUTION DIRECTING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO WORK WITH THE OFFICE OF COMMUNITY ADVOCACY TO CREATE A WEBSITE CONTAINING A LISTING OF COMMUNITY AND FAITH-BASED ORGANIZATIONS, TO BE REFERRED TO AS THE MIAMI-DADE COORDINATED RESPONSE TEAM, TO ENTER LISTING AGREEMENTS WITH THE ORGANIZATIONS, AND TO ENCOURAGE COLLABORATION AMONG THE ORGANIZATIONS TO PROVIDE COORDINATED SERVICES TO INDIVIDUALS AND FAMILIES AFFECTED BY VIOLENCE IN MIAMI-DADE COUNTY

**WHEREAS,** violence accounts for approximately 51,000 deaths annually according to the National Center for Injury Prevention and Control, Division of Violence Prevention; and

**WHEREAS,** Miami-Dade County saw a percentage increase in certain violent crimes, such as aggravated assault with a firearm, murder with a firearm and forcible rape in 2011 as compared to 2010 according to a report from the Florida Department of law Enforcement; and

**WHEREAS,** after first responders such as law enforcement and emergency/medical personnel finish providing urgent services following an act of violence, traumatized individuals or communities may be left with no sense of control or coping mechanisms; and

**WHEREAS,** research by the National Center for Injury Prevention and Control has found evidence that violence has an adverse psychological impact on children and young adults, especially in underserved communities; and

**WHEREAS,** research by the National Center for Injury Prevention and Control has found evidence that early intervention through school health programs and community support systems can reduce the incidence of violence, as well as the negative psychological impact of violence; and

**WHEREAS,** the Office of Community Advocacy ("OCA"), within the Office of the Chair, works to improve community relations and foster mutual understanding, tolerance and respect among all economic, social, religious and ethnic groups in the County and staffs the Community Relations Board, Black Affairs Advisory Board, Hispanic Affairs Advisory Board, Asian American Advisory Board and Commission for Women; and

**WHEREAS,** OCA aspires to make it easier for individuals and families in Miami-Dade County touched by violence to seek help by creating a listing of local community and faith-based organizations that can provide mental health, social service, criminal justice, medical, educational and other support services to individuals and families touched by violence so that individuals and families can quickly identify and reach out to organizations which may be able to assist them; and

**WHEREAS,** OCA will title the listing the "Miami-Dade Coordinated Response Team" ("MD-CRT") and work to encourage organizations listed to work together to establish a referral network to help better coordinate support services to individuals and families touched by violence; and

**WHEREAS,** OCA and the Black Affairs Advisory Board have identified a need in the community for a more coordinated approach to help individuals and families touched by violence; and

**WHEREAS,** the Florida Department of Corrections launched the Re-entry Resource Directory, www.dc.state.fl.us/resourcedirectory, a website which provides lists of community resources by service type and location, to help former inmates and offenders on supervision access a variety of community resources, such as medical, substance abuse treatment and career counseling services; and

**WHEREAS,** OCA will use the Re-Entry Resource Directory website launched by the Florida Department of Corrections as a guide in creating the MD-CRT website,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,** that the Mayor or Mayor's designee is directed to provide web development resources and work with OCA:

1. To create a website containing a listing of community and faith-based organizations which agree to be listed on the MD-CRT website, to be referred to as the Miami-Dade Coordinated Response Team, so that individuals and families touched by violence may quickly identify and reach out to organizations which may be able to assist them;
2. To include a notice on the MD-CRT website advising Miami-Dade County makes no representations concerning the listed organizations, and that the listed organizations are not agents of Miami-Dade County; and
3. To encourage collaboration among community and faith-based organizations listed on the MD-CRT website to establish a referral network to help better coordinate support services to individuals and families touched by violence.

This Board further directs the Office of Community Advocacy to enter into referral agreements with organizations which agree to be listed on the MD-CRT website in substantially the form attached as Exhibit A to this resolution.

The Prime Sponsor of the foregoing resolution is Chairman Joe A. Martinez. It was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman

| | |
|---|---|
| Bruno A. Barreiro | Lynda Bell |
| Esteban L. Bovo, Jr. | Jose "Pepe" Diaz |
| Sally A. Heyman | Barbara J. Jordan |
| Jean Monestime | Dennis C. Moss |
| Rebeca Sosa | Sen. Javier D. Souto |
| Xavier L. Suarez | |

The Chairperson thereupon declared the resolution duly passed and adopted this 18th day of September, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Estephanie Resnik

**AGREEMENT BETWEEN MIAMI-DADE COUNTY**
**AND**

_____

**THIS AGREEMENT** is hereby entered into this ___ day of _____, 2012, by and between Miami-Dade County (hereinafter called the "County"), located at 111 NW 1st Street, Miami, Florida 33128, and _____ (hereinafter referred to as the "Community Organization"), located at _____.

WHEREAS, the purpose of this Agreement is to permit the County to list the Community Organization on the Miami-Dade Coordinated Response Team website, a listing of community and faith-based organizations that can provide mental health, social service, criminal justice, medical, educational and other support services to individuals and families touched by violence so that individuals and families can quickly identify and reach out to organizations which may be able to assist them; and

WHEREAS, the Parties set out to incorporate within this Agreement, the terms and conditions upon which the agreement is to be operated and the relationship of the Parties, thereto,

NOW, THEREFORE, for and in consideration of the mutual covenants and promises of the Parties, the Parties have agreed, and by these presents do agree, that they shall work together to achieve the terms and conditions hereinafter set forth below.

AMOUNT PAYABLE: The maximum amount payable for services rendered under this agreement is zero dollars.

EFFECTIVE TERM: The effective term of this agreement shall be from _____, 2012 to _____, renewable upon mutual agreement.

OBLIGATIONS OF COUNTY:
The County agrees:

1. To list the Community Organization on its Miami-Dade Coordinated Response Team website pursuant to Resolution _____, adopted by the Board of County Commissioners on _____.

OBLIGATIONS OF COMMUNITY ORGANIZATION:
The Community Organization agrees:

1. To permit the County to list Community Organization on its Miami-Dade Coordinated Response Team website.
2. To comply with all applicable laws, including but not limited to laws concerning background screening of employees, subcontractors and volunteers.
3. To indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting

from the performance of this Agreement by the Community Organization or its employees, agents, servants, partners, principals, or subcontractors. The provisions of this indemnification shall survive expiration or termination of the Agreement.

4. That this Agreement does not create an employment or agency relationship, joint venture, partnership or any other legal alliance between the Parties, and that Community Organization is not an agent or instrumentality of Miami-Dade County.

MODIFICATIONS: This Agreement may only be altered, amended or terminated in writing signed by both Parties.

TERMINATION BY EITHER PARTY: Both Parties agree that either party may terminate this Agreement hereto by written notice to the other party of such intent to terminate at least thirty (30) days prior to the effective date of such termination. Notice shall be provided to the address listed on page one of this Agreement for the Parties. The Office of Community Advocacy within the Office of the Chair of the Board of County Commissioners is authorized to terminate this Agreement on behalf of the County.

APPLICABLE LAW. The laws of the State of Florida shall govern this Agreement, and venue for any disputes arising out of this Agreement shall be in Miami-Dade County.

IN WITNESS WHEREOF, the undersigned agree to the terms and conditions specified in this ___ page Agreement to be executed by their respective and duly authorized officers as of the day and year first above written.

| **[ENTER FULL LEGAL NAME OF AGENCY IN BOLD CAPS; LINE UP WITH BOXES AT RIGHT]** | **MIAMI-DADE COUNTY** |
|---|---|
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |
| Attest: _____<br>Authorized Person OR Notary Public | Attest: HARVEY RUVIN, Clerk<br>Board of County Commissioners |
| Print Name: _____ | By: _____ |

Title: _____

Print Name: _____

Corporate Seal OR Notary Seal/Stamp:

_____