

MEMORANDUM

Agenda Item No. 14(A)(2)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: February 3, 2015

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

SUBJECT: Resolution approving a letter of agreement between Miami-Dade County and Miami-Dade Crime Stoppers, Inc. pertaining to application, receipt and use of funds from the State of Florida's Crime Stoppers Trust Fund; directing the County Mayor to execute said agreement and to exercise any and all rights conferred therein

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Audrey M. Edmonson.



R. A. Cuevas, Jr.
County Attorney

RAC/cp



MEMORANDUM
(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: February 3, 2015

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

SUBJECT: Agenda Item No. 14(A)(2)

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 Mayor'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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(2)
2-3-15

RESOLUTION NO. _____

RESOLUTION APPROVING A LETTER OF AGREEMENT BETWEEN MIAMI-DADE COUNTY AND MIAMI-DADE CRIME STOPPERS, INC. PERTAINING TO APPLICATION, RECEIPT AND USE OF FUNDS FROM THE STATE OF FLORIDA'S CRIME STOPPERS TRUST FUND; DIRECTING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAID AGREEMENT AND TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN

WHEREAS, Miami-Dade Crime Stoppers, Inc. is a non-profit corporation, originally incorporated in 1982, with the purpose of furnishing law enforcement agencies with information on unsolved crimes, on wanted persons, and other criminal activity that has been unavailable through normal investigative methods; to promote community involvement in all aspects of law enforcement; to develop a community offensive against violent crimes and property crimes; to motivate the public to cooperate with law enforcement agencies; and to reward such involvement; and

WHEREAS, the State of Florida has established, pursuant to Sections 16.555 and 16.556, Florida Statutes, the Crime Stoppers Trust Fund with the purpose of grant administration to fund Crime Stoppers organizations throughout the State of Florida and their crime fighting programs; and

WHEREAS, funds from the Crime Stoppers Trust Fund are available to counties that are members of the Florida Association of Crime Stoppers and only one such Crime Stoppers entity within each member county is eligible to apply for and receive funds from the Crime Stoppers Trust Fund; and

WHEREAS, Miami-Dade Crime Stoppers, Inc. has, for some time, been the officially designated Crime Stoppers entity within Miami-Dade County eligible to apply for, receipt and administer grant funds from the Crime Stoppers Trust Fund and this Board desires to memorialize and continue that relationship,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recital clauses are incorporated herein by this reference and are adopted by this Board.

Section 2. This Board hereby approves the Letter of Agreement with Miami-Dade Crime Stoppers, Inc., in substantially the form attached hereto as Exhibit A, in order to allow Miami-Dade Crime Stoppers, Inc. to apply for, receive and administer grant funds from the State of Florida's Crime Stoppers Trust Fund for all uses permitted under applicable law and authorizes the County Mayor or Mayor's designee to execute said agreement and to exercise any and all rights conferred therein.

The Prime Sponsor of the foregoing resolution is Commissioner Audrey M. Edmonson. 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:

- | | |
|-------------------------------------|----------------------|
| Jean Monestime, Chairman | |
| Esteban L. Bovo, Jr., Vice Chairman | |
| Bruno A. Barreiro | Daniella Levine Cava |
| Jose "Pepe" Diaz | Audrey M. Edmonson |
| Sally A. Heyman | Barbara J. Jordan |
| Dennis C. Moss | Rebeca Sosa |
| Sen. Javier D. Souto | Xavier L. Suarez |
| Juan C. Zapata | |

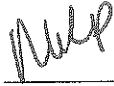
The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of February, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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.



Monica Rizo

LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT ("Agreement") made on the _____ day of _____ 2015 ("Effective Date"), by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, herein sometimes designated or referred to as the "COUNTY," and **CRIME STOPPERS OF MIAMI-DADE COUNTY, INC. ("CS")**, a Florida Non-Profit Corporation. For and in consideration of the restrictions and agreements herein contained, the County and CS hereby agreed as follows:

1. **Parties.** CS is a non-profit corporation, originally incorporated in 1982, with the purpose of furnishing law enforcement agencies with information on unsolved crimes, on wanted persons, and other criminal activity that has been unavailable through normal investigative methods; to promote community involvement in all aspects of law enforcement; to develop a community offensive against violent crimes and property crimes; to motivate the public to cooperate with law enforcement agencies; and to reward such involvement. CS is an official member of the Florida Association of Crime Stoppers.

2. **Term and Renewal.** The term of this Agreement shall commence on the Effective Date and shall expire five (5) years thereafter. This Agreement shall be automatically renewed for up to ten (10) additional one (1) year successive terms, unless either party provides thirty (30) days' advance notice of its desire not to renew the Agreement.

3. **Purpose of Agreement; Application to Crime Stoppers Trust Fund.** The purpose of this Agreement is to formalize the relationship between the County and CS as it pertains to the application, receipt and use of funds from the Crime Stoppers Trust Fund maintained by the State of Florida's Department of Legal Affairs. The County authorizes CS to apply for grants from the Crime Stoppers Trust Fund that may be available for use in Miami-Dade County and to receive any such grant funds.

4. **Use of Grant Funds.** CS shall use and administer grant funds from the Crime Stoppers Trust Fund only for programs and activities within Miami-Dade County and shall only use those funds

to support CS and for eligible crime fighting programs, all in accordance with applicable laws.

5. **Records and Audits.** In carrying out its duties and responsibilities under this Agreement, CS agrees to prepare and keep adequate books and records, including but not limited to those pertaining to grants, donations, purchases, and contracts for a period of not less than three (3) years following the expiration or earlier termination of this Agreement, inclusive of any renewals terms. All financial records shall be prepared and kept in accordance with generally accepted governmental accounting principles. CS shall make all books and records that it is required to keep pursuant to this Agreement available to auditors employed by the County or State upon reasonable request. If an audit reveals that grant funds have been spent in a manner contrary to the terms of the grant, or the audit reveals any other irregularity in the expenditure of the grant funds or operations of CS, any reimbursement of grant funds to the State, plus any applicable interest or penalties or any other damages, are the sole responsibility and liability of CS and not of the County.

6. **Indemnification and Hold Harmless.** CS shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, 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 CS or its employees, agents, servants, partners, principals or subcontractors. CS shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. CS expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by CS shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

7. **Termination.** The County, through the County Mayor, or Mayor's designee, shall have the right to terminate this Agreement, at any time, after giving thirty (30) days written notice sent by

registered or certified mail to CS.

8. Assignment and Amendment. CS shall not assign, transfer, mortgage, pledge, or dispose of this Agreement or the term hereof without first obtaining the written consent of the County, which consent must be obtained from the County's Board of County Commissioners. No amendment to this Agreement shall be valid and effective unless reduced to writing, approved by the County through its Board of County Commissioners and executed by both parties to this Agreement.

9. Written Agreement. This Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto.

IN WITNESS WHEREOF, COUNTY and CS have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

(CORPORATE SEAL)

BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA

WITNESS

By: _____
Carlos A. Gimenez
Mayor (COUNTY)

WITNESS

(OFFICIAL SEAL)

ATTEST:

CRIME STOPPERS OF MIAMI-DADE
COUNTY, INC.

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

By: _____
Richard M. Masten
Executive Director

Approved for legal sufficiency: _____