

MEMORANDUM

Agenda Item No. 8(I)(2)

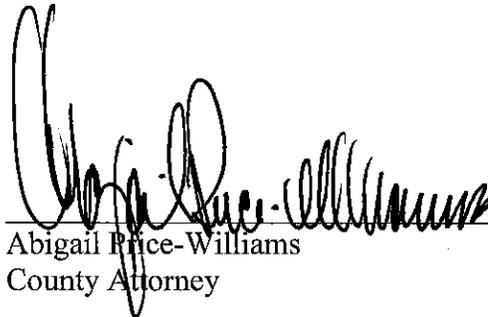
TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: November 1, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving the terms of the Memorandum of Understanding between Miami-Dade County, by and through the Miami-Dade Police Department, and the Crime Stoppers of Miami-Dade County, Inc., to continue this cooperative relationship and conduct this program which offers monetary rewards to citizens who provide information to law enforcement on crimes and guarantees anonymity; authorizing the County Mayor to execute this Memorandum of Understanding to execute amendments and renewals, and to exercise the cancellation provisions contained therein

The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan.



Abigail Price-Williams
County Attorney

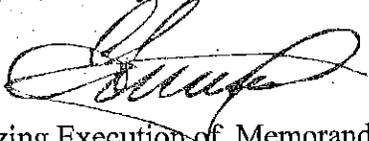
APW/smm

Memorandum



DATE: November 1, 2016

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

FROM: Carlos A. Gimenez
Mayor 

SUBJECT: Resolution Authorizing Execution of Memorandum of Understanding with Crime Stoppers of Miami-Dade County, Inc.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or County Mayor's designee to execute a Memorandum of Understanding (MOU) between Miami-Dade County (County), by and through the Miami-Dade Police Department (MDPD), and Crime Stoppers of Miami-Dade County, Inc (Crime Stoppers). The purpose of the MOU is to document the existing cooperative relationship between the County and Crime Stoppers of Miami-Dade County, Inc., and to conduct this program. This MOU, effective upon signature, will expire on January 31, 2026 and will provide for two (2) additional renewals for a period of five (5) years each.

Scope

The impact of this MOU is countywide.

Delegation of Authority

Upon approval by the Board, the County Mayor or County Mayor's designee is authorized to execute the MOU, to exercise the provisions contained therein, amendments identifying reward incentive programs in response to emerging crimes detailing the specific incentive program requirements which may vary according to the crime and crime circumstances, and cancellation provisions contained therein.

Fiscal Impact/Funding Source

There is no fiscal impact to the County.

Track Record/Monitor

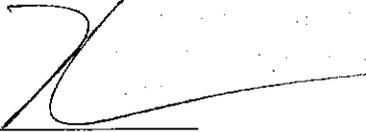
Major Hector Llevat from MDPD's Public Information and Education Bureau will track and monitor this MOU.

Background

The MDPD and Crime Stoppers have maintained a cooperative relationship since 1981, when Crime Stoppers was established. This public and private partnership was established to offer monetary rewards to citizens who provide information to law enforcement on crimes while guaranteeing anonymity. The partnership has generated essential tips that have resulted in crimes being solved successfully. This MOU will provide the MDPD and Crime Stoppers with the

Honorable Chairman Jean Monestime
and Members, Board of County Commissioners
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ability to continue to work together to appropriately and quickly respond to emerging crimes or other criminal issues in order to enhance the public safety in Miami-Dade County.



Russell Benford
Deputy Mayor



MEMORANDUM

(Revised)

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

DATE: November 1, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(I)(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
- Statement of social equity 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. 8(I)(2)
11-1-16

RESOLUTION NO. _____

RESOLUTION APPROVING THE TERMS OF THE MEMORANDUM OF UNDERSTANDING BETWEEN MIAMI-DADE COUNTY, BY AND THROUGH THE MIAMI-DADE POLICE DEPARTMENT, AND THE CRIME STOPPERS OF MIAMI-DADE COUNTY, INC., TO CONTINUE THIS COOPERATIVE RELATIONSHIP AND CONDUCT THIS PROGRAM WHICH OFFERS MONETARY REWARDS TO CITIZENS WHO PROVIDE INFORMATION TO LAW ENFORCEMENT ON CRIMES AND GUARANTEES ANONYMITY; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THIS MEMORANDUM OF UNDERSTANDING, TO EXECUTE AMENDMENTS AND RENEWALS, AND TO EXERCISE THE CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the terms of and authorizes the execution by the County Mayor or County Mayor's designee of the Memorandum of Understanding between Miami-Dade County, through the Miami-Dade Police Department, and the Crime Stoppers of Miami-Dade County, Inc., for the purpose of continuing this cooperative relationship and conducting this program which offers monetary rewards to citizens who provide information to law enforcement on crimes and guarantees anonymity, in substantially the form attached hereto, and made a part hereof. This Board further authorizes the County Mayor or County Mayor's designee to execute amendments identifying reward incentive programs in response to emerging crimes and renewals, and to exercise the cancellation provisions contained therein on behalf of Miami-Dade County.

The foregoing resolution 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 1st day of November, 2016. 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.



Anita Viciano Zapata

**MEMORANDUM OF UNDERSTANDING
BETWEEN MIAMI-DADE COUNTY AND
CRIME STOPPERS of MIAMI-DADE COUNTY, INC.**

This Memorandum of Understanding (MOU) is entered into by and between Miami-Dade County (MDC), a political subdivision of the State of Florida, (hereinafter referred to as the County), by and through its police department, the Miami-Dade Police Department (hereinafter referred to as the MDPD), and the Crime Stoppers of Miami-Dade County, Inc., a Florida non-profit corporation, (hereinafter referred to as CS), and that the County and the CS hereinafter will be referred to collectively as the Parties,

WHEREAS, Miami-Dade County, through the Miami-Dade Police Department, and Miami-Dade Crime Stoppers have maintained a cooperative relationship since 1981, when CS was established; and

WHEREAS, Miami-Dade County, through its department, the MDPD, and CS desire to continue this successful and innovative program to reduce crime in Miami-Dade County;

NOW, THEREFORE, BE IT KNOWN that Miami-Dade County and the CS, in consideration for mutual promises and covenants contained herein, agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. PURPOSE

This MOU authorizes the existing cooperative relationship between the County and CS, to conduct this program which offers monetary rewards to citizens who provide information to law enforcement on crimes and guarantees anonymity.

2. RESPONSIBILITIES OF CRIME STOPPERS OF MIAMI-DADE COUNTY, INC.

The CS agrees to:

1. Maintain appropriate fiscal control to administer reward funds and ensure that these funds are segregated from other Miami-Dade Crime Stoppers' Funds, ensuring that funds earmarked for rewards are managed separately from operation funds, that distinct and separate accounts are established and maintained for each tip program, and that at no time are funds commingled, either for operational funds or with regard to tip program funds.
2. Pay rewards to eligible tipsters when the MDPD provides the documentation, including all necessary information regarding the arrest and seizure of illegal narcotics, or recovery of an illegal firearm, or other crime related information established and approved for the specific tip program.
3. Maintain the integrity of the Crime Stoppers model, ensuring the anonymity of callers by assigning each tip with a numerical code. This code serves to protect the identity of the tipster throughout the reporting and payment process.
4. Provide the MDPD program administrator with a monthly report reflecting the number of tips received, reward payments issued, and the remaining balance of reward funds, organized by each crime and tip program, for example, Gun Bounty, Double-Up on Drug Tips, Youth Crime Initiative, and others as they are established in response to emerging crimes and/or crime problems or issues where an anonymous tip program is necessary.
5. Fund and maintain necessary telephone lines and equipment, including computers to support the CS participation in the tip programs, television, and other equipment necessary to operate this crime tip program, as well as marketing materials for CS.

3. **RESPONSIBILITIES OF THE COUNTY**

The County, by and through the MDPD, agrees to:

1. Maintain the integrity of the Crime Stoppers model, ensuring the anonymity of callers by assigning each tip with a numerical code. This code serves to protect the identity of the tipster throughout the reporting and payment process.

2. Support the MDPD programs with MDPD sworn personnel, and funds for eligible reward payments, particularly for the MDPD programs.
3. Transfer funds as necessary to CS for the reward payment to eligible tipsters with accompanying documentation.
4. Design and produce marketing materials required for the MDPD programs. The MDPD will work together with CS to ensure that marketing materials are agreeable to both Parties, that the materials conform to each agency's goals, and reflect the appropriate MDPD program objectives. Upon written approval by the Parties, the approved marketing materials will be produced and purchased by the MDPD.
5. Provide a monthly report to CS for the tips programs, which includes the number of arrests, and other information specific to each tip program. This allows the CS to review and reconcile tip payments for the same period of time.

4. PREVAILING MIAMI-DADE POLICIES

This Agreement shall be construed in accordance with the current MDPD Public Information and Education Bureau policies and procedures governing the CS.

5. FORCE MAJEUR AND WARRANTIES

The County and the MDPD shall not be responsible for interruptions of system service due to forces of nature, war, manmade disasters or other such acts beyond the control of the County and the MDPD. The County makes no warranties, expressed, or implied, including without limitation, any implied warranty of merchantability or fitness for a particular purpose to the CS in connection with the tips programs, particularly with respect to technology as it relates to telephone communications and computers. The CS acknowledges that service disruption will occur from time to time and agrees to hold the County and the MDPD harmless for all such disruptions.

6. INDEMNIFICATION

Each party to this Agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, "Assume Responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this Agreement.

7. NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

8. TERM

This Agreement shall become effective on the date of execution by all parties, and unless terminated or cancelled on an earlier date, will expire on January 31, 2026. This Agreement may be formally renewed for a maximum of two (2) additional successive five (5) year terms.

9. NOTICES

All notices required or permitted under this Memorandum of Understanding shall be in writing and delivered by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid, or by a national recognized overnight carrier, addressed as follows:

- If to the County: Juan J. Perez, Director
 Miami-Dade Police Department
 9105 NW 25 Street
 Doral, Florida 33172

- With a copy to: Hector Llevat, Major
 Public Information and Education Bureau
 Miami-Dade Police Department
 9105 NW 25 Street
 Doral, Florida 33172

- If to CS to: Chairperson, Board of Directors
 Crime Stoppers of Miami-Dade County, Inc.
 1030 Northwest 111 Street
 Doral, Florida 33172

10. AMENDMENTS

This MOU may be amended as new MDPD reward incentive programs are established in response to emerging crimes and/or crime problems or other crime issues, where an anonymous tip program may be necessary to generate tips. Such amendments must be submitted to the MDPD in writing, which clearly and specifically describes the crime issue and the details of the tip program to be established, including the requirements for an eligible tip, the companion protocols for reward payment, and the amount of reward payment for the tip program. These Amendments must be authorized by the respective chief executive. In the case of the County, County Mayor or the Mayor's designee are authorized to amend this Agreement.

11. CANCELLATION

This MOU may be cancelled by either party upon providing thirty (30) days written notice to the other party. Cancellation will be at the discretion of the parties; in the case of Miami-Dade County, County Mayor or the Mayor's designee are authorized to cancel this MOU.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers on the day and year written below.

MIAMI-DADE COUNTY

Carlos A. Gimenez, Mayor Date

Juan J. Perez, Director Date
Miami-Dade Police Department

ATTEST:

Harvey Ruvlin, County Clerk Date
Miami-Dade County, Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Anita Viciano Date
Assistant County Attorney
Miami-Dade County, Florida

