

MEMORANDUM

Amended
Agenda Item No. 8(I)(1)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: July 8, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving a Letter of Agreement between Miami-Dade County, by and through the Miami-Dade Police Department, and Crime Stoppers of Miami-Dade County, Inc., which authorizes Crime Stoppers of Miami-Dade County, Inc., to act as an agent of the County for the application, receipt, and expenditure of funds from the State of Florida's Crime Stoppers Trust Fund; and retroactively authorizing the County Mayor to execute the Letter of Agreement with Crime Stoppers of Miami-Dade County, Inc., and to exercise the amendment and termination provision contained therein

Resolution No. R-602-20

The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Joe A. Martinez.


Abigail Price-Williams
County Attorney

APW/uw

Memorandum



Date: July 8, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Approving the Letter of Agreement Between Miami-Dade County and Crime Stoppers of Miami-Dade County, Inc., for the Application, Receipt, and Expenditure of Funds from the State of Florida's Crime Stoppers Trust Fund

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution approving the Letter of Agreement (Agreement) between Miami-Dade County (the County), by and through its department, the Miami-Dade Police Department (MDPD), and Crime Stoppers of Miami-Dade County, Inc. (Crime Stoppers), which authorizes Crime Stoppers of Miami-Dade County, Inc., to act as an agent of the County for the application, receipt, and expenditure of funds from the State of Florida's Crime Stoppers Trust Fund (Trust Fund), and authorizing the County Mayor or the County Mayor's designee to execute such Agreement with Crime Stoppers. It is further recommended that the Board authorize the County Mayor or the County Mayor's designee to exercise the amendment and termination provisions contained therein.

Scope

This Agreement will support countywide services.

Delegation of Authority

The County Mayor or the County Mayor's designee is authorized to enter into and execute the Agreement with Crime Stoppers in substantially the form attached to the resolution. The County Mayor or the County Mayor's designee is also authorized to exercise the amendment and termination provisions in the Agreement on behalf of Miami-Dade County.

Fiscal Impact/Funding Source

There is no fiscal impact to the County, as the funding source is the State of Florida's Crime Stoppers Trust Fund. However, the Agreement includes an indemnification and hold harmless provision whereby each of the parties, including the County agree to pay the cost of defending against any lawsuit arising out of the agreement.

Track Record/Monitor

To ensure compliance with statutory requirements, this Agreement will be monitored by Assistant Director Gustavo Knoepffler, of the MDPD's Departmental Services.

Background

Crime Stoppers and the County have maintained a cooperative relationship since 1982, and both parties desire to continue this successful and innovative program to reduce crime in the County.

The purpose of the attached Agreement is to formalize the relationship between the County and Crime Stoppers as it pertains to the application, receipt, and expenditure of funds from the Trust Fund maintained by the State of Florida's Department of Legal Affairs (Department) pursuant to sections 16.555 and 16.556, Florida Statutes. The Department has promulgated administrative rules which permit crime stoppers organizations to apply for grant funding provided certain conditions are met, including the submission of a letter of agreement from the county for which the grant is requested. Such letter of agreement will give the crime stoppers organization the authority to act as the County's "agent" for the purpose of applying for, receiving, and expending Crime Stoppers Trust Fund monies. Through such agreement, each county authorizes crime stoppers organizations to apply for grants from the Trust Fund that may be available for use in each county and to receive any such grant funds for such use.

Crime Stoppers of Miami-Dade County, a non-profit corporation and official member of the Florida Association of Crime Stoppers, was incorporated in 1982, with the purpose of furnishing law enforcement agencies with information on unsolved crimes, wanted persons, and other criminal activity. The mission of Crime Stoppers is to motivate the public to cooperate with law enforcement agencies by offering rewards for such involvement. To assist in such funding, the Florida Legislature passed the Florida Crime Stoppers Act in 1998 (the Act). The Act established the Crime Stoppers Trust Fund, and serves to improve and support official Crime Stoppers organizations and their crime fighting programs within the units of local government of the State of Florida. The Act provides for the enhancement of public awareness of crime prevention methods and safety principles, especially for individuals who live in, work at, or frequent locations having high crime rates.

A handwritten signature in blue ink, appearing to read "M. Kemp", is written over a horizontal line.

Maurice L. Kemp
Deputy Mayor



MEMORANDUM (Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: July 8, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Amended
Agenda Item No. 8(I)(1)

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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Amended
Agenda Item No. 8(I)(1)
7-8-20

RESOLUTION NO. **R-602-20**

RESOLUTION APPROVING A LETTER OF AGREEMENT BETWEEN MIAMI-DADE COUNTY, BY AND THROUGH THE MIAMI-DADE POLICE DEPARTMENT, AND CRIME STOPPERS OF MIAMI-DADE COUNTY, INC., WHICH AUTHORIZES CRIME STOPPERS OF MIAMI-DADE COUNTY, INC., TO ACT AS AN AGENT OF THE COUNTY FOR THE APPLICATION, RECEIPT, AND EXPENDITURE OF FUNDS FROM THE STATE OF FLORIDA'S CRIME STOPPERS TRUST FUND; AND RETROACTIVELY AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE LETTER OF AGREEMENT WITH CRIME STOPPERS OF MIAMI-DADE COUNTY, INC., AND TO EXERCISE THE AMENDMENT AND TERMINATION PROVISION CONTAINED THEREIN

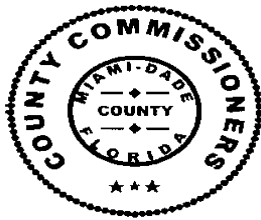
WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying Letter of Agreement, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Letter of Agreement between Miami-Dade County ("County"), by and through the Miami-Dade Police Department, and Crime Stoppers of Miami-Dade County, Inc., which authorizes Crime Stoppers of Miami-Dade County, Inc., to act as an agent of the County for the application, receipt, and expenditure of funds from the State of Florida's Crime Stoppers Trust Fund; and retroactively authorizes the County Mayor or the County Mayor's designee to execute the Letter of Agreement in substantially the form attached hereto and incorporated herein by reference, and to exercise the amendment and termination provision contained therein, as may be necessary on behalf of the County.

The foregoing resolution was offered by Commissioner **Joe A. Martinez**,
who moved its adoption. The motion was seconded by Commissioner **Audrey M. Edmonson** and
upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman	aye		
Rebeca Sosa, Vice Chairwoman	aye		
Esteban L. Bovo, Jr.	aye	Daniella Levine Cava	aye
Jose "Pepe" Diaz	aye	Sally A. Heyman	aye
Eileen Higgins	aye	Barbara J. Jordan	aye
Joe A. Martinez	aye	Jean Monestime	aye
Dennis C. Moss	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 8th day of July, 2020. 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: **Melissa Adames**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "Anita", written over a horizontal line.

Anita Viciania Zapata

LETTER OF AGREEMENT
BETWEEN MIAMI-DADE COUNTY AND
CRIME STOPPERS OF MIAMI-DADE COUNTY, INC.

This Letter of Agreement (Agreement) is entered into on this _____ day of _____ 2020, by and between Miami-Dade County (the County), a political subdivision of the State of Florida, by and through its police department, the Miami-Dade Police Department (MDPD), and Crime Stoppers of Miami-Dade County, Inc. (Crime Stoppers), a Florida non-profit corporation.

WHEREAS, Crime Stoppers, is a member in good standing with the Florida Association of Crime Stoppers, Inc.; and

WHEREAS, Crime Stoppers promotes community involvement in all aspects of law enforcement in order to develop a community offensive against violent crimes and crimes against property; and

WHEREAS, Crime Stoppers motivates the public to cooperate with law enforcement agencies and offers rewards for such involvement; and

WHEREAS, the County and Crime Stoppers have maintained a cooperative relationship since 1982; and

WHEREAS, the County and Crime Stoppers desire to continue this successful and innovative program to reduce crime in the County,

NOW, THEREFORE, BE IT KNOWN that the County, through its department, the MDPD, 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

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

2. USE OF GRANT FUNDS

Crime Stoppers shall use and administer grant funds from the Crime Stoppers Trust Fund only for programs and activities within Miami-Dade County and only for use to support Crime Stoppers and its crime fighting programs, and in using and administering such grant funds, Crime Stoppers shall comply with all applicable laws and regulations.

3. RECORDS AND AUDITS

In carrying out its duties and responsibilities under this Agreement, Crime Stoppers agrees to prepare and keep adequate books and records, in accordance with generally accepted accounting principles, including but not limited to those pertaining to CSTF grants and state contracts for a period of not less than three years following the expiration or earlier termination of this Agreement, inclusive of any renewal terms. Crime Stoppers shall make all books and records that are relevant to the CSTF grant available to auditors employed by the County or State upon reasonable request. If a grant audit reveals that grant funds have been spent in any manner contrary to the terms of the grant, 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 Crime Stoppers, and not of the County.

4. INDEMNIFICATION AND HOLD HARMLESS

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, where applicable.

"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.

5. ASSIGNMENT AND AMENDMENT

Crime Stoppers shall not assign, transfer, mortgage, pledge, or dispose of this Agreement or the term hereof without first obtaining written consent from the County and State. No amendment to this Agreement shall be valid and effective unless reduced to writing and executed by all parties to this Agreement.

6. WRITTEN AGREEMENT

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

7. TERM

The term of this Agreement shall commence on the date signed by all parties and shall expire three years thereafter.

8. TERMINATION

The County, through the County Mayor, or the County Mayor's designee, shall have the right to terminate this Agreement, at any time, after giving 30 days written notice sent by registered mail and electronic mail to Crime Stoppers.

IN WITNESS THEREOF, 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

Alfredo Ramirez III, Director
Miami-Dade Police Department

Date

ATTEST:

Harvey Ruvlin, County Clerk
Miami-Dade County, Florida

Date

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Anita Viciano
Assistant County Attorney
Miami-Dade County, Florida

Date

CRIME STOPPERS OF MIAMI-DADE COUNTY, INC.



Dr. Carleen Vincent-Robinson
President

3/30/20

Date



Suzette Rice
Executive Director

3/30/20

Date