

MEMORANDUM

Agenda Item No. 8(I)(2)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: March 1, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution retroactively authorizing the County Mayor to apply for and receive grant funds from the International Rescue Committee (IRC), via the Howard G. Buffett Foundation, to support the Miami-Dade Labor Trafficking Alliance's efforts to combat human trafficking in Miami-Dade County; retroactively authorizing the County Mayor to execute a Memorandum of Understanding (MOU) with the IRC for a term of three years beginning December 15, 2021, and expiring on December 14, 2024, unless terminated or renewed; and authorizing the expenditure of sub-awarded funds in an amount not to exceed \$361,545.67 over the term of the MOU; and further authorizing the County Mayor to execute amendments to the MOU, provided that such amendments do not alter the purpose of the MOU, and to exercise the renewal and termination provisions contained therein

Resolution No. R-204-22

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



Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: March 1, 2022

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Subject: Resolution Retroactively Authorizing the Receipt of Grant Funds from the Howard G. Buffett Foundation, via the International Rescue Committee, and Authorizing the Expenditure of Awarded Funds

Recommendation

It is recommended that the Miami-Dade Board of County Commissioners (Board) approve the attached resolution retroactively authorizing the County Mayor or County Mayor's designee's action of applying for and receiving grant funds, in an amount not to exceed \$361,545.67, from the Howard G. Buffett Foundation (HGBF), via the International Rescue Committee (IRC), to support the Miami-Dade Labor Trafficking Alliance's (the Alliance) efforts to reduce human trafficking in Miami-Dade County. It is further recommended that the County Mayor or County Mayor's designee be authorized to execute a Memorandum of Understanding (MOU) with the IRC, for a term of three years beginning on December 15, 2021, and expiring on December 14, 2024, unless terminated or renewed.

Scope

These grant funds will support countywide services.

Delegation of Authority

The County Mayor or County Mayor's designee is retroactively authorized to apply for and receive grant funds from the HGBF, via the IRC, in an amount not to exceed \$361,545.67, over a three-year period beginning on December 15, 2021, and expiring on December 14, 2024, unless terminated or renewed, to support the Alliance's efforts to combat human trafficking in the County. The County Mayor or County Mayor's designee is further authorized to execute the MOU with the IRC, execute amendments to the MOU, provided that such amendments do not alter the term or purpose of the MOU, exercise the renewal and termination provisions contained therein, and expend sub-awarded funds over the term of the MOU.

Fiscal Impact/Funding Source

This grant will provide the Miami-Dade Police Department (MDPD) with \$361,545.67, in sub-awarded grant funds to combat human trafficking in the County. This grant does not require any matching or in-kind funds. The funding source is the HGBF, via the IRC. There will be no negative fiscal impact to the County.

Track Record/Monitor

To ensure compliance with contract requirements, this grant will be monitored by Assistant Director Gustavo Knoepffler, of the MDPD's Departmental Services, as well as Sergeant Samir Amado, of the MDPD's Fiscal Administration Grants Management Section.

Background

Established in 1999, the HGBF's primary mission is to bring about transformational change for the world's most impoverished and marginalized populations. The HGBF invests its funding in four main areas: food security, conflict mitigation, combatting human trafficking, and public safety. In 2020, the HGBF committed to building on its prior efforts to combat human trafficking by adding it as a funding priority. As such, the HGBF focused its grantmaking in targeted communities in the United States to amplify the efforts of law enforcement, victim service providers, and community members to disrupt human traffickers, dismantle their networks, and provide justice to victims of human trafficking. Additionally, the HGBF partners with local sheriffs' offices to identify and address key community public safety concerns. To date, the HGBF has committed more than \$143.2 million to 133 public safety agencies and organizations located in the United States. To further its mission of combating human trafficking and supporting public safety, the HGBF expressed an interest in awarding grant funds to the IRC based on the IRC's history of providing opportunities to survivors of human trafficking. Moreover, the IRC and the MDPD have a long history of working together to combat human trafficking. As such, the IRC desires to once again partner with the MDPD to share funds awarded by the HGBF and combat human trafficking in the County.

The Memorandum of Understanding attached and labeled herein as Exhibit A, establishes the roles and responsibilities of the Alliance, which is comprised of the IRC, the MDPD, and the Coalition of Florida Farmworkers Organizations; and provides the MDPD with \$361,545.67, in sub-awarded grant funds to support the MDPD's efforts to combat human trafficking in the County. The Alliance will focus its efforts and activities in the southern and rural areas of the County. The HGBF has requested that the MOU be executed prior to the close of this calendar year. As such, the MDPD seeks retroactive authority for the execution of the MOU.



JD Patterson
Chief Public Safety Officer



MEMORANDUM
(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: March 1, 2022

FROM: 
Gen Bonzon-Keenan
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 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 _____

Agenda Item No. 8(I)(2)
3-1-22

RESOLUTION NO. _____ R-204-22

RESOLUTION RETROACTIVELY AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO APPLY FOR AND RECEIVE GRANT FUNDS FROM THE INTERNATIONAL RESCUE COMMITTEE (IRC), VIA THE HOWARD G. BUFFETT FOUNDATION, TO SUPPORT THE MIAMI-DADE LABOR TRAFFICKING ALLIANCE’S EFFORTS TO COMBAT HUMAN TRAFFICKING IN MIAMI-DADE COUNTY; RETROACTIVELY AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE IRC FOR A TERM OF THREE YEARS BEGINNING DECEMBER 15, 2021, AND EXPIRING ON DECEMBER 14, 2024, UNLESS TERMINATED OR RENEWED; AND AUTHORIZING THE EXPENDITURE OF SUB-AWARDED FUNDS IN AN AMOUNT NOT TO EXCEED \$361,545.67 OVER THE TERM OF THE MOU; AND FURTHER AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE AMENDMENTS TO THE MOU, PROVIDED THAT SUCH AMENDMENTS DO NOT ALTER THE PURPOSE OF THE MOU, AND TO EXERCISE THE RENEWAL AND TERMINATION 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:

Section 1. Retroactively authorizes the County Mayor or County Mayor’s designee to apply for and receive grant funds from the International Rescue Committee (IRC), via the Howard G. Buffett Foundation, to support the Miami-Dade Labor Trafficking Alliance’s efforts to combat human trafficking in Miami-Dade County.

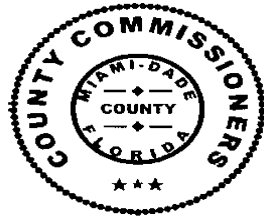
Section 2. Retroactively authorizes the County Mayor or County Mayor’s designee to execute a Memorandum of Understanding (MOU) with the IRC, for an initial term of three years beginning on December 15, 2021, and expiring on December 14, 2024, unless terminated or renewed; and authorizing the expenditure of \$361,545.67 in sub-awarded funds over the term of the MOU.

Section 3. Authorizes the County Mayor or County Mayor’s designee to execute amendments to the MOU with IRC, provided that such amendments do not alter the purpose of the MOU, as provided in Section 1, and to exercise the renewal and termination provisions contained therein.

The foregoing resolution was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

| | | |
|----------------------|---------------------------------------|-----------------------------------|
| | Jose “Pepe” Diaz, Chairman | aye |
| | Oliver G. Gilbert, III, Vice-Chairman | absent |
| Sen. René García | absent | Keon Hardemon aye |
| Sally A. Heyman | aye | Danielle Cohen Higgins aye |
| Eileen Higgins | aye | Joe A. Martinez aye |
| Kionne L. McGhee | aye | Jean Monestime aye |
| Raquel A. Regalado | aye | Rebeca Sosa aye |
| Sen. Javier D. Souto | absent | |

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of March, 2022. 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: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

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

Anita Viciano Zapata

The Miami Dade Labor Trafficking Alliance Memorandum of Understanding

Section I – Background

The Miami Dade Labor Trafficking Alliance, (hereinafter referred to as the "Alliance"), consists of Miami-Dade County, by and through the Miami-Dade Police Department (MDPD); the Coalition of Florida Farmworkers Organizations (COFFO); and the International Rescue Committee (IRC) who will assist victims of human trafficking. Other agencies may be identified and included as needed.

NOW THEREFORE, the parties to this Memorandum of Understanding (MOU) agree to work together under the terms of this MOU for the joint and mutual benefit of all parties concerned and of the general public.

Section II – Purpose

The purpose of this MOU is to outline the responsibilities and action required to identify and assist victims of human trafficking and to identify, disrupt and dismantle criminal organizations involved in victimization of individuals in labor trafficking, both domestic and international.

Section II – Definitions

For the purpose of this MOU, the **Alliance** will be defined as the MDPD, the COFFO, and the IRC who will serve as a collaborative body whose primary mission is public awareness and education of labor trafficking, and the identification, rescue, and rehabilitation of victims of human trafficking. The efforts and activities of the Alliance will be concentrated in and focused on the southern and rural areas of Miami-Dade County, to include the cities of Homestead, Florida and Florida City, Florida.

Section IV - Roles and Responsibilities

- A) **Miami-Dade Police Department:** The MDPD, funded as a sub awardee of the IRC, will conduct investigations related to Human Trafficking through its human trafficking squad's officers, with efforts and activities concentrated and focused in the southern and rural areas of Miami-Dade County, to include the cities of Homestead, Florida and Florida City, Florida. MDPD officers/detectives will use existing access to law enforcement databases that will be utilized in human trafficking investigations as in all investigations that are conducted. The MDPD will coordinate investigations deriving from its jurisdiction.

Dedicated MDPD staff will participate in trainings, outreach, public awareness, and other capacity/coalition building activities related to human trafficking as part of the Alliance and shall make referrals for services as victims are identified.

- B) **International Rescue Committee:** The IRC, funded by the Howard G. Buffett Foundation, will provide victim-centered, trauma-informed services to victims identified and referred by the Alliance. The IRC will work in coordination with the Alliance victim services personnel, such as from the MDPD, the COFFO, and other Alliance agency members, as necessary and in the best interest of the victim.
- C) **Coalition of Florida Farmworkers Organizations:** The COFFO, funded as a sub awardee of the IRC, will provide community education, outreach and host events designed to increase public awareness on labor trafficking, worker's rights and facilitate the identifications of potential victims. The COFFO will work in coordination with the victim services personnel, such as from the MDPD, IRC, and other Alliance agency members, as necessary and in the best interest of the victim.

Section V - Points of Contact

International Rescue Committee, Inc.
Name/title: David Oliver, Florida Deputy Director
Address: 2400 S. Dixie Hwy Miami, Florida 33133
Email: David.Oliver@Rescue.org
Phone: (305) 640-9881

Coalition of Florida Farmworkers Organizations
Name/title: Arturo Lopez, Executive Director
Address: 778 West Palm Drive, Florida City, Florida 33034
Email: Arturo.lopez@coffo.org
Phone: (305) 246-0357

Miami-Dade Police Department
Name/title: Lieutenant Grisleem Casas
Address: 9105 NW 25 Street, Doral, Florida 33172
Email: gcasas@mdpd.com
Phone: (305) 994-1057

Section VI – Administration

The Alliance, and its members, will meet no less than on a quarterly basis to discuss current programmatic issues, new investigative methodologies, and report on previous cases as well as potential future investigations. The Alliance will collect and present on a quarterly basis, statistics including but not limited to the number of arrests, indictments and convictions; the number of victims referred to the IRC and other victim service providers, and the number of training/outreach presentations the Alliance has made.

Section VII - Effective and Termination Date

This MOU will remain in force for a period of three years, beginning December 15, 2021, and expiring on December 14, 2024; and may be renewed upon written approval by all parties. This MOU may be terminated at any time upon the mutual consent of all the parties or unilaterally, by either party upon no less than thirty calendar days' notice. Notice shall be delivered by certified mail, return receipt requested. This MOU may only be amended by the written agreement of all Parties.

Section VIII - Financial Awards and Compliance

Funding from the Howard G. Buffett Foundation, if awarded to the IRC, will be utilized for the formation of the Alliance and its intended activities and services that meet its goal of addressing Human Trafficking in the southern and rural areas of Miami-Dade County, to include the cities of Homestead, Florida and Florida City, Florida.

Unless amended by the Howard G. Buffett Foundation, each partner organization is awarded the following amounts:

Miami-Dade Police Department:

\$115,752.98 – year one limit.
\$120,421.24 – year two limit.
\$125,371.44 – year three limit.

Total award: \$361,545.67

Coalition of Florida Farmworkers Organizations:

\$30,000.00 annual limit for three years: Total award: \$90,000.00

The MDPD and the COFFO will submit quarterly invoicing to the IRC to receive reimbursements on services, expenditures and fees related to the defined roles and responsibilities in Section IV.

The MDPD and the COFFO will not exceed the annual funding limits unless amended in writing by the Alliance.

Section IX – Liability

Each party to this MOU agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this MOU, 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 for the performance of this MOU.

Section X - Counterparts and Signatures

This MOU may be executed in three counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same MOU.

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

The International Rescue Committee, Inc.

By: 
Justin Howell Executive, Director
The International Rescue Committee, Inc.

The Coalition of Florida Farmworkers Organizations, Inc.

By: 
Arturo Lopez Executive, Director
Coalition of Florida Farmworkers Organizations, Inc.
Homestead, Florida

The Miami-Dade Police Department:

By: _____
Alfredo Ramirez III, Director
Miami-Dade Police Department

Miami-Dade County:

By: _____
Daniella Levine Cava, Mayor
Miami-Dade County

Section X - Counterparts and Signatures

This MOU may be executed in three counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same MOU.

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


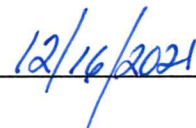
The International Rescue Committee, Inc.

By: _____
Justin Howell Executive, Director
The International Rescue Committee, Inc.

The Coalition of Florida Farmworkers Organizations, Inc.

By: _____
Arturo Lopez Executive, Director
Coalition of Florida Farmworkers Organizations, Inc.
Homestead, Florida

The Miami-Dade Police Department:

By:  _____ 
Alfredo Ramirez III, Director
Miami-Dade Police Department

Miami-Dade County:

By: _____
Daniella Levine Cava, Mayor
Miami-Dade County