

MEMORANDUM

Agenda Item No. 8(I)(2)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: March 7, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the terms of and retroactively authorizing the County Mayor to execute a Memorandum of Understanding ("MOU") between Miami-Dade County, by and through the Miami-Dade Police Department, and Victory for Youth, Inc., providing victim services, for an initial term expiring one year from the date of execution by all parties; and authorizing the County Mayor to exercise the amendment, renewal, and termination provisions contained therein

Resolution No. R-160-23

The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Juan Carlos Bermudez.



Geri Bonzon-Keenan
County Attorney

GBK/gh

Memorandum



Date: March 7, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Resolution Retroactively Approving the Terms and Authorizing the Execution of a Memorandum of Understanding Between Miami-Dade County and Victory for Youth, Inc., For Victim Services

Executive Summary

This item approves the terms and authorizes the execution of a Memorandum of Understanding (MOU) between Miami-Dade County (County), through the Miami-Dade Police Department (MDPD), and Victory for Youth, Inc. (VFY), for an initial term of one year from the date of execution by all parties. The MOU establishes the relationship between the County, through the MDPD, and VFY, that provides for the VFY's support of crime victims. VFY desires to provide support to crime victims that includes, but is not limited to, food, clothing, and shelter.

Recommendation

It is recommended that the Miami-Dade Board of County Commissioners (Board) approve the attached resolution retroactively approving the terms and authorizing the County Mayor's or County Mayor's designee's action of executing a Memorandum of Understanding (MOU) between the County and VFY, providing the MDPD with services for victims. The MOU will expire one year from the date of execution by all parties, unless terminated earlier, and provides for five, one-year renewals.

Scope

The MOU will support countywide services.

Delegation of Authority

The County Mayor or County Mayor's designee is retroactively authorized to execute the MOU between the County, by and through the MDPD, and VFY. The County Mayor or County Mayor's designee is further authorized to exercise the amendment, renewal, and termination provisions contained therein.

Fiscal Impact/Funding Source

VFY desires to share awarded grant funds for crime victims. As such, there is no negative fiscal impact to the County.

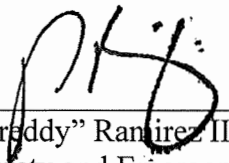
Track Record/Monitor

MDPD Victim Advocate Manager Barbie Brewer, of the MDPD's Homicide Bureau, will track and monitor compliance with this MOU.

Background

VFY is a 501(c)(3) corporation established in 1998 the recruits, trains, and screens caring adults who desire to serve their community in meaningful ways as volunteer chaplains. VFY partners with state and local government agencies and other non-profit organizations to respond to referrals for children, families, and vulnerable adults who have been identified as being in crisis or distress (e.g., in need of food or clothing, suffered the loss of a family member, or exposed to violence and/or trauma). Partnering agencies submit referrals for service that are accepted and fulfilled by VFY.

VFY receives grant funding and desires to partner with the County, through the MDPD, to offer support to victims. This MOU establishes the responsibilities of the parties as it relates to assisting victims.



Alfredo "Freddy" Ramirez III
Chief of Safety and Emergency Response



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: March 7, 2023

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)
3-7-23

RESOLUTION NO. _____ R-160-23

RESOLUTION APPROVING THE TERMS OF AND RETROACTIVELY AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN MIAMI-DADE COUNTY, BY AND THROUGH THE MIAMI-DADE POLICE DEPARTMENT, AND VICTORY FOR YOUTH, INC., PROVIDING VICTIM SERVICES, FOR AN INITIAL TERM EXPIRING ONE YEAR FROM THE DATE OF EXECUTION BY ALL PARTIES; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE AMENDMENT, 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. Approves the Memorandum of Understanding (MOU), in substantially the form attached hereto as Exhibit A and made a part hereof, between Miami-Dade County, by and through the Miami-Dade Police Department, and Victory for Youth, Inc., for the purpose of providing services for crime victims, for an initial term expiring one year from the date of execution by all parties.

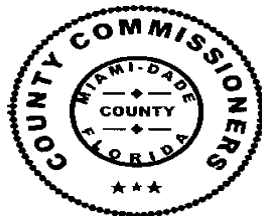
Section 2. Retroactively authorizes the County Mayor or County Mayor's designee to execute the MOU with Victory for Youth, Inc.

Section 3. Authorizes the County Mayor or County Mayor's designee to exercise the termination provision contained therein and to execute renewals and amendments, provided that such amendments are consistent with the term or purpose of the MOU as provided in section 1 above.

The foregoing resolution was offered by Commissioner **Anthony Rodriguez** ,
 who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien**
 and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	absent
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of March, 2023. 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

LUIS G. MONTALDO, CLERK AD INTERIM

By: **Basia Pruna**
 Deputy Clerk

Approved by County Attorney as
 to form and legal sufficiency.

A handwritten signature in dark ink, appearing to be "AV", written over a horizontal line.

Anita Viciano Zapata

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MIAMI-DADE COUNTY AND VICTORY FOR YOUTH, INC.
FOR VICTIM SERVICES**

This Memorandum of Understanding (MOU) is made and entered into this _____ day of November 2022, by and between Miami-Dade County, a political subdivision of the State of Florida, through the Miami-Dade Police Department (MDPD), and Victory for Youth, Inc., a Florida non-profit corporation, with its principal place of business located at 2400 South Dixie Highway, Miami, Florida, 33133.

WHEREAS, Victory for Youth's Share Your Heart program recruits, trains, and screens caring adults who desire to serve their community in meaningful ways as volunteer chaplains; and

WHEREAS, the Share Your Heart program partners with state and local government agencies and non-profit organizations to respond to referrals for children, families, and vulnerable adults who have been identified as being in crisis or distress (e.g., in need of food or clothing, have suffered the loss of a family member, and have been exposed to violence or trauma); and

WHEREAS, the MDPD's Victim Advocates (VA) provide a professional and sensitive environment for victims while providing up-to-date information about services and agencies available to victims.

WHEREAS, the MDPD's VAs work closely with community-based organizations, hospitals, municipalities, and state and local organizations to ensure that the emergency needs of victims are met, as well as offer referrals for long-term needs, such as counseling, shelter, legal assistance, and other miscellaneous needs; and

WHEREAS, the parties to this MOU agree to work together under the terms of this MOU for the joint and mutual benefit of concerned community members;

NOW, THEREFORE, BE IT KNOWN that the County, through the MDPD, and Victory for Youth, Inc., 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:

I. Purpose:

The purpose of this Memorandum of Understanding is to coordinate support services provided by Victory for Youth/Share Your Heart Program to crime victims, witnesses and family members involved with the criminal justice system.

2. Parties:

The Special Victims Bureau of the Miami-Dade Police Department is responsible for providing system support to victims, witnesses and family members of victimization and connect them to services.

Victory for Youth/Share Your Heart Program is a recognized 501(c)(3) non-for-profit organization providing community-based services to needy families in crisis throughout Miami-Dade County. The Share Your Heart Program is a component of Victory for Youth that works as a Chaplaincy Program which prepares churches to provide services to individuals/families through trained participants, at no cost.

3. Responsibilities of the Parties:

Miami-Dade Police Department:

- The Victim Advocates (VA) of the Miami-Dade Police Department will identify an individual's/family's needs during an investigation or arrest.
- Based on their assessment of the individual's/family's needs, the VA will make a service referral to Victory for Youth/Share Your Heart Program to provide the requested services to help stabilize the individual/family.
- The VA will use the referral online form provided by Victory for Youth/Share Your Heart Program.
- Referrals will only be made for individual/families voluntarily requesting services.

Victory for Youth/Share Your Heart Program:

- Victory for Youth/Share Your Heart Program will provide services at no cost.
- Victory for Youth/Share Your Heart Program will provide referrals for receptive individual/families that are facing challenges to faith-based organizations and other resources, such as health care organizations which will help in dealings with their challenges.
- Victory for Youth/Share Your Heart Program will forward each referral received to the participating faith-based organization in the individual/family's zip code catchment area who will be assigned the individual/family on a wheel rotation established by Victory for Youth/Share Your Heart Program.

- Victory for Youth/Share Your Heart Program will promptly contact the individual/family to offer assistance with food, clothing, victim transitional assistance or any other needed resources including spiritual care, if requested by the individual/family.
- Victory for Youth/Share Your Heart Program upon request will provide at an appropriate designated secure location, referred to as a boutique, items regularly needed for individual/families such as non-perishable food, clothing, personal hygiene items and other resources to assist VA in providing them to individual/families.
- Victory for Youth/Share Your Heart Program will ensure the confidentiality of referred individuals/families is maintained at all times and will immediately discontinue any services should a family decide not to participate in any program.

4. Indemnification:

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 from the performance of this MOU.

5. Non-Assignability

Neither party shall assign any of the obligations or benefits of the MOU.

6. Points of Contact:

Victory for Youth/Share Your Heart Program will designate individuals, telephone numbers as points of contact to share information, maintain routine contact and resolve areas of conflict. An approved list of contacts will be made available to designated individuals at the Miami-Dade Police Department and updated on a continuing basis.

7. Term

This MOU shall be effective from the date of execution by the final signatory and shall expire one year from that date, unless terminated earlier as specified below. This MOU may be renewed for five additional one-year terms.

8. Termination, Modification, and Renewal:

This Memorandum of Understanding will be reviewed every year in order to determine renewal. Services may be continued pending the execution of a renewal MOU. Either party may terminate this MOU upon thirty (30) days written notice to the other party. This MOU may only be amended by the written agreement of the parties, as long as desired amendments do not alter the term or purpose of the MOU.

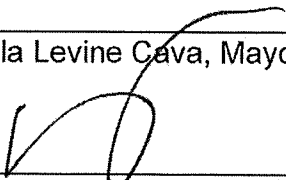
SIGNATURES ON NEXT PAGE

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

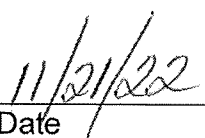
FOR MIAMI-DADE COUNTY:

Daniella Levine Cava, Mayor

Date



Alfredo "Freddy" Ramirez III, Director
Miami-Dade Police Department



Date

ATTEST:

Harvey Ruvin, County Clerk
Miami-Dade County, Florida

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

Date

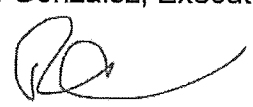
FOR VICTORY FOR YOUTH, INC. :



Roland Gonzalez, Executive Director

11- 08 - 22

Date



Raul Correa, Chair
Board of Directors

11-08-22

Date