

MEMORANDUM

Agenda Item No. 8(I)(1)

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

DATE: May 2, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the terms of and authorizing the County Mayor to execute a Letter of Agreement between Miami-Dade County (County), through the Miami-Dade Police Department, and Crime Stoppers of Miami-Dade County, Inc. (Crime Stoppers), authorizing Crime Stoppers to act as an agent of the County solely for the purpose of applying for, receiving, and expending funds allocated from the State of Florida's Crime Stoppers Trust Fund; and further authorizing the County Mayor to exercise the amendment and termination provisions contained therein

Resolution No. R-396-23

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/uw

Memorandum



Date: May 2, 2023

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

From: Daniella Levine Cava
Mayor

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

Subject: Resolution Approving the Terms and Authorizing the Execution of a 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

Executive Summary

This item seeks the approval of terms and authorization to execute a Letter of Agreement (Agreement) between Miami-Dade County (County), and Crime Stoppers of Miami-Dade County, Inc., (Crime Stoppers). The Agreement gives Crime Stoppers the authority to act as the County's agent for the sole purpose of applying for, receiving, and expending funds allocated from the State of Florida's Crime Stoppers Trust Fund (Trust Fund). The Florida Crime Stoppers Act was passed by the Florida Legislature in 1998, establishing the Trust Fund. The Trust is funded by a \$20 court cost charged for all criminal offenses, collected local county clerks of the court on behalf of Crime Stoppers. Access to and use of Trust Fund monies are strictly governed by Florida Statutes. Only one Crime Stoppers program per county is eligible to receive funds, and it must be a 501(c)(3) nonprofit organization, have an endorsement from the county commission in which it serves, and be a member in good standing of the Florida Association of Crime Stoppers. The County, through the Miami-Dade Police Department (MDPD), has a longstanding, successful relationship with Crime Stoppers, evidenced in Resolution Nos. R-602-20 and R-159-15, that the parties wish to continue.

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 the Agreement between the County, by and through the MDPD, and Crime Stoppers, that allows Crime Stoppers to act as an agent of the County, solely for the purpose of applying for, receiving, and expending funds allocated from the Trust Fund; and further authorizing the County Mayor or County Mayor's designee to exercise the amendment and termination provisions contained therein. The Agreement becomes effective upon the signature of all parties and expires three years from that date, unless terminated earlier.

Scope

This Agreement will support countywide services.

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to execute the Agreement with Crime Stoppers in substantially the form attached to the resolution; and exercise the amendment and termination provisions contained therein.

Fiscal Impact/Funding Source

The funding source is the Trust Fund. As such, there will not be a negative fiscal impact to the County. However, the Agreement contains an indemnification and hold harmless provision whereby the parties agree to pay for any costs incurred from defending against any lawsuit arising from the execution of this agreement.

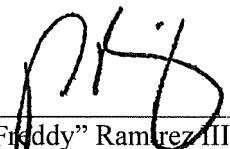
Track Record/Monitor

To ensure compliance with statutory requirements, Assistant Director Gustavo Knoepffler, of the MDPD's Fiscal & Departmental Services will track and monitor this Agreement.

Background

Crime Stoppers and the County, through the MDPD, have maintained a cooperative relationship since 1982, and both parties desire to remain partners in this successful and innovative program that helps to reduce crime throughout the County. The Agreement formalizes the relationship between the County and Crime Stoppers as it pertains to the application, receipt, and expenditure of funds from the Trust Fund that is maintained by the State of Florida's Department of Legal Affairs (Department) pursuant to Florida Statutes Sections 16.555 and 16.556. The Department has implemented administrative rules that permit crime stoppers organizations to apply for grant funding provided certain conditions are met, including submission of a Letter of Agreement from the county for which the grant is requested. Such Letter of Agreement gives a 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 Letter of 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, Inc., a nonprofit 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 of 1998 (the Act). The Act established the 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 aims to enhance the public's awareness of crime prevention methods and safety principles, especially for individuals who live in, work at, or frequent locations experiencing high crime rates. The Agreement formalizes the relationship between Crime Stoppers and the County, through the MDPD, for a term beginning on July 1, 2023, and expiring on June 30, 2026, unless terminated earlier.



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: May 2, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: 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 _____

Agenda Item No. 8(I)(1)
5-2-23

RESOLUTION NO. R-396-23

RESOLUTION APPROVING THE TERMS OF AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A LETTER OF AGREEMENT BETWEEN MIAMI-DADE COUNTY (COUNTY), THROUGH THE MIAMI-DADE POLICE DEPARTMENT, AND CRIME STOPPERS OF MIAMI-DADE COUNTY, INC. (CRIME STOPPERS), AUTHORIZING CRIME STOPPERS TO ACT AS AN AGENT OF THE COUNTY SOLELY FOR THE PURPOSE OF APPLYING FOR, RECEIVING, AND EXPENDING FUNDS ALLOCATED FROM THE STATE OF FLORIDA'S CRIME STOPPERS TRUST FUND; AND FURTHER AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE AMENDMENT 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 Letter of Agreement attached hereto as Exhibit A and incorporated herein between Miami-Dade County (County), through the Miami-Dade Police Department, and Crime Stoppers of Miami-Dade County, Inc. (Crime Stoppers), allowing Crime Stoppers to act as an agent of the County for the sole purpose of applying for, receiving, and expending funds allocated from the State of Florida's Crime Stoppers Trust Fund.

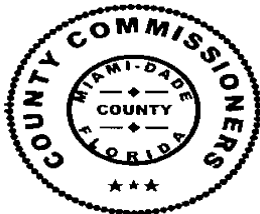
Section 2. Authorizes the County Mayor or County Mayor's designee to execute the Letter of Agreement, in substantially the form attached hereto and labeled as Exhibit A, between the County and Crime Stoppers.

Section 3. Authorizes the County Mayor or County Mayor's designee to exercise the amendment and termination provisions contained in Exhibit A.

The foregoing resolution was offered by Commissioner **Eileen Higgins**,
 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	aye
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 2nd day of May, 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 black ink, appearing to be "AVZ", written over a horizontal line.

Anita Viciano 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 _____ 2023, 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, and to comply with the requirements of Section 16.555(5)(b), Florida Statutes, and Florida Administrative Code Rule 2A-9.002. The County hereby authorizes Crime Stoppers to act as its agent solely for the purpose of applying for, receiving, and expending grant funds from the Crime Stoppers Trust Fund.

2. USE OF GRANT FUNDS

Crime Stoppers will accept and administer grant funds from the Crime Stoppers Trust Fund for Miami-Dade County in compliance with all applicable laws and regulations. The funds will only be used to support Crime Stoppers' crime-fighting programs and initiatives.

Crime Stoppers may collaborate with local governmental units in Miami-Dade County, including cities and their departments, law enforcement agencies, and Miami-Dade County and its departments, for initiatives aligned with Crime Stoppers' mission. Crime Stoppers may also elect to partner with individuals, community-based organizations, and businesses to promote a safer Miami-Dade County. All activities by Crime Stoppers must comply with applicable laws and regulations related to the Crime Stoppers Trust Fund and remain consistent with the organization's mission.

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 July 1, 2023, and expire on June 30, 2026.

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.

SIGNATURES ON THE NEXT PAGE

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

Daniella Levine Cava, Mayor

Date

Alfredo “Freddy” Ramirez III, Director
Miami-Dade Police Department

Date

ATTEST:

Luis G. Montaldo, Interim 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

CRIME STOPPERS OF MIAMI-DADE COUNTY, INC.

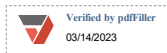


Dr. Carleen Vincent-Robinson
President

03/14/2023
Date



Suzette Rice
Executive Director



03/14/2023
Date