
FORT LAUDERDALE POLICE DEPARTMENT

MEMORANDUM #

DATE: July 9, 2024

TO: Susan Grant, Acting City Manager

FROM: Dayna L. Bhaggan, Public Safety Grants Manager, Police Department

SUBJECT: Request to Execute a Memorandum of Understanding for 2021 Edward Byrne Memorial Justice Assistance Grant Program and 2021 Edward Byrne Memorial Justice Assistance Grant Program.

The City has in the past been awarded and accepted the Edward Byrne Memorial Justice Assistance Grant (Byrne/JAG) Local Solicitation Program funding. The State receives these funds from the Department of Justice and then passes these funds through to units of local government.

The FY 2021 and FY 2022 Byrne/JAG awards were originally approved by City Commission on December 2, 2022, via CAM #22-1066 and CAM #22-1067. Since that time, terms of the grant memorandums of understanding (MOU) were changed to indicate that the Broward Sheriff's Office (BSO) will serve as the fiscal agent for the disbursement of all Byrne/JAG funds received.

In July 2024, BSO provided an amendment to the FY 2021 and FY 2022 Byrne/JAG memorandums of understanding to be executed by all Byrne/JAG sub recipients as required by the Department of Justice as Broward County is considered a disparate group. The amendment reflects BSO's designation as the Byrne/JAG fiscal agent. As such, in accordance with Resolution No. 14-62, the attached amended MOUs have been routed to the City Manager, who as the delegated authority to execute grant amendments on behalf of the City, once grant acceptance is approved by the City Commission.

Dayna L. Bhaggan

**2021 EDWARD BYRNE JUSTICE
ASSISTANCE LOCAL SOLICITATION GRANT
MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (MOU) is being executed by the following listed participating agencies (hereinafter “participating agencies”):

Broward Sheriff’s Office (BSO)	City of Hallandale Beach	City of Oakland Park
City of Coral Springs	City of Hollywood	City of Pembroke Pines
City of Dania Beach	City of Lauderdale Lakes	City of Plantation
Town of Davie	City of Lauderhill	City of Pompano Beach
City of Deerfield Beach	City of Miramar	City of Sunrise
City of Fort Lauderdale	City of North Lauderdale	City of Tamarac

Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between the participating agencies, listed above.

WHEREAS, Broward County has been identified as a “disparate” County; and

WHEREAS, the participating agencies have been identified as eligible jurisdictions able to collectively implement the objectives and goals of the Edward Byrne Justice Assistance Grant (hereinafter “JAG”); and

WHEREAS, the participating agencies have formed a working committee and developed a course of action to achieve the goals and objectives of the JAG Program; and

WHEREAS, the **Broward Sheriff’s Office (BSO)** has been selected as through this MOU, to administer the program and serve as the fiscal agent for the disbursement of all funds received for the JAG Program.

THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the participating agencies agree as follows:

Purpose

This MOU establishes the relationship between the parties for participation in the FY 2021 Edward Byrne Justice Assistance Grant (JAG) Local Solicitation Grant Program (Award Number **15PBJA-21-GG-01376-JAGX**).

Procedures

1. **BSO** will serve as the lead agency and grant administrator for the agencies in Broward County, Florida participating in the JAG

Program. Pursuant to the JAG Program guidelines, funding for the JAG Program will be provided to the **BSO**.

2. The **BSO** shall then disperse the funds to the parties in the amounts determined by the JAG Program. For municipalities that currently contract with BSO for law enforcement services, the BSO shall retain the funds for use in the appropriate BSO Districts pursuant to the contracts for law enforcement services.
3. Each party shall be responsible for submitting its own application for their individual JAG Program to the **BSO**. The **BSO**, Grants Management Office will prepare the single application to include the Program Narrative and Budget Narrative, and shall submit the application to the Department of Justice.

Below is the list of awards, less the 10% of the Formula-Based Allocation for administrative costs for each of the seventeen jurisdictions:

2021 EDWARD BYRNE MEMORIAL JAG AWARDS

Jurisdiction Name	Formula-Based Allocation	Less 10% Administrative Cost	Award
Broward County/ Broward Sheriff's Office	\$26,798	(\$2,679.80)	\$24,118.20
City of Coral Springs	\$17,765	(\$1,776.50)	\$15,988.50
City of Dania Beach	\$17,684	(\$1,768.40)	\$15,915.60
Town of Davie	\$21,492	(\$2,149.20)	\$19,342.80
City of Deerfield Beach	\$27,314	(\$2,731.40)	\$24,582.60
City of Fort Lauderdale	\$86,405	(\$8,640.50)	\$77,764.50
City of Hallandale Beach	\$16,922	(\$1,692.20)	\$15,229.80
City of Hollywood	\$34,388	(\$3,438.80)	\$30,949.20
City of Lauderdale Lakes	\$25,655	(\$2,565.50)	\$23,089.50
City of Lauderhill	\$48,589	(\$4,858.90)	\$43,730.10
City of Miramar	\$28,702	(\$2,870.20)	\$25,831.80
City of North Lauderdale	\$19,234	(\$1,923.40)	\$17,310.60
City of Oakland Park	\$23,016	(\$2,301.60)	\$20,714.40
City of Pembroke Pines	\$26,934	(\$2,693.40)	\$24,240.60
City of Plantation	\$18,527	(\$1,852.70)	\$16,674.30
City of Pompano Beach	\$74,380	(\$7,438.00)	\$66,942.00
City of Sunrise	\$16,133	(\$1,613.30)	\$14,519.70
City of Tamarac	\$14,392	(\$1,439.20)	\$12,952.80
Total	\$544,330	(\$54,433.00)	\$489,897

* BSO will also be the lead agency and provide fiscal and programmatic oversight.

Term and Termination

1. This MOU shall remain in effect from October 1, 2020 through September 30, 2024, and its continuation shall be subject to the availability of necessary funding from the JAG Program.
2. A participating agency may withdraw from this agreement at any time by providing thirty (30) days written notice of its intent to withdraw to all other participating agencies.
3. This MOU may be terminated upon the written consent of all parties to this MOU.

Amendments

This MOU may be modified at any time upon the written agreement of all of the participating agencies.

Insurance and Indemnification

1. Each party agrees to maintain its own comprehensive general liability insurance, professional liability insurance, automobile liability insurance and workers compensation insurance policy or maintain a self-insuring fund for the term of the Agreement in the amounts determined by each party to adequately insure said party's liability assumed herein, but in no event shall such coverage be less than the amount of statutory waiver of sovereign immunity. The participating agencies agree to provide the **BSO** within thirty (30) days of entering this Agreement with proof of insurance if requested.
2. Each party shall be responsible for the negligent acts or omissions of their respective employees in accordance with Ch. 768.28, Fla. Stat. and nothing herein shall be deemed a waiver of those protections.

Guidelines

In performing its duties, responsibilities and obligations pursuant to this Agreement, each party agrees to: (i) adhere to the requirement standards set forth in the Office of Justice Programs' *Financial Guide*, as amended and Federal OMB Circular A-133, as applicable; and (ii) , the special conditions FY 2021 Edward Byrne Justice Assistance Grant (JAG) Local Solicitation Grant Award issued by DOJ. All participating agencies shall enter into a formal sub-award agreement between the **BSO** as Sub-award Grantor and the participating agency as the Sub-award Grantee in a form substantially similar to the attached Exhibit 1.

Records

- a. Each party understands that any and all records created as a result of participating in this Program may be subject to public disclosure pursuant to the Public Records Statute, Fla. Stat. Section 119.07 and shall be responsible for compliance with any public records request served upon it and any resultant award of attorney's fees for noncompliance.
- b. Each party shall maintain its own respective records and documents associated with MOU sufficient to demonstrate compliance with the terms of this Agreement for a period of five (5) years from the date of execution of the MOU and shall allow the **BSO** access to such records upon request.
- c. Each party, its employees or agents, shall allow access to its records concerning this MOU at reasonable times to the **BSO**, its employees, and agents. The term "agents" shall include, but is not limited to, auditors retained or employed by the **BSO**. The term "reasonable" shall be construed according to the individual party circumstances but ordinarily shall mean during normal business hours of 8:00 am to 5:00 pm, local time, Monday through Friday.
- d. Upon reasonable notice, the participating agency shall provide the **BSO** with any additional documentation, information, or reports as may be required by the **BSO**.

Execution

This agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

2021 EDWARD BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF UNDERSTANDING

IN WITNESS WHEREOF, the parties executed this instrument on the date(s) shown below.

BROWARD COUNTY SHERIFF'S OFFICE

By: _____
Colonel Oscar Llerena, Executive Director
Department of Administration

Date: _____

Approved as to form and legal sufficiency
subject to the execution by the parties:

By: _____
Terrence Lynch, General Counsel/Executive Director
Office of the General Counsel

Date: _____

2021 EDWARD BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF UNDERSTANDING

IN WITNESS WHEREOF, the parties executed this instrument on the date(s) shown below.

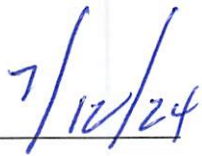
CITY OF FORT LAUDERDALE

By:



Susan Grant, Acting City Manager


Date:



7/10/24

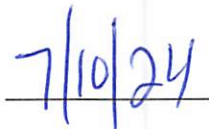
Approved as to form and legal sufficiency
subject to the execution by the parties:

By:



City Attorney

Date:



7/10/24

**2022 EDWARD BYRNE JUSTICE /
ASSISTANCE LOCAL SOLICITATION GRANT
MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (MOU) is being executed by the following listed participating agencies (hereinafter “participating agencies”):

Broward Sheriff’s Office (BSO)	City of Hallandale Beach	City of Oakland Park
City of Coral Springs	City of Hollywood	City of Pembroke Pines
City of Dania Beach	City of Lauderdale Lakes	City of Plantation
Town of Davie	City of Lauderhill	City of Pompano Beach
City of Deerfield Beach	City of Miramar	City of Sunrise
City of Fort Lauderdale	City of North Lauderdale	City of Tamarac

Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between the participating agencies, listed above.

WHEREAS, Broward County has been identified as a “disparate” County; and

WHEREAS, the participating agencies have been identified as eligible jurisdictions able to collectively implement the objectives and goals of the Edward Byrne Justice Assistance Grant (hereinafter “JAG”); and

WHEREAS, the participating agencies have formed a working committee and developed a course of action to achieve the goals and objectives of the JAG Program; and

WHEREAS, the **Broward Sheriff’s Office (BSO)** has been selected as through this MOU, to administer the program and serve as the fiscal agent for the disbursement of all funds received for the JAG Program.

THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the participating agencies agree as follows:

Purpose

This MOU establishes the relationship between the parties for participation in the FY 2022 Edward Byrne Justice Assistance Grant (JAG) Local Solicitation Grant Program (Award Number **15PBJA-22-GG-02086-JAGX**).

Procedures

1. **BSO** will serve as the lead agency and grant administrator for the agencies in Broward County, Florida participating in the JAG

Program. Pursuant to the JAG Program guidelines, funding for the JAG Program will be provided to the **BSO**.

2. The **BSO** shall then disperse the funds to the parties in the amounts determined by the JAG Program. For municipalities that currently contract with BSO for law enforcement services, the BSO shall retain the funds for use in the appropriate BSO Districts pursuant to the contracts for law enforcement services.
3. Each party shall be responsible for submitting its own application for their individual JAG Program to the **BSO**. The **BSO**, Grants Management Office will prepare the single application to include the Program Narrative and Budget Narrative, and shall submit the application to the Department of Justice.

Below is the list of awards, less the 7.02% of the Formula-Based Allocation for indirect costs for each of the seventeen jurisdictions:

2022 EDWARD BYRNE MEMORIAL JAG AWARDS

Jurisdiction Name	Formula-Based Allocation	Less 7.02% Indirect Cost	Award
Broward County/ Broward Sheriff's Office	\$27,910.00	(\$1,959.28)	\$25,950.72
City of Coral Springs	\$15,837.00	(\$1,111.76)	\$14,725.24
City of Dania Beach	\$17,649.00	(\$1,238.96)	\$16,410.04
Town of Davie	\$22,557.00	(\$1,583.50)	\$20,973.50
City of Deerfield Beach	\$26,906.00	(\$1,888.80)	\$25,017.20
City of Fort Lauderdale	\$90,952.00	(\$6,384.83)	\$84,567.17
City of Hallandale Beach	\$16,590.00	(\$1,164.62)	\$15,425.38
City of Hollywood	\$37,948.00	(\$2,663.95)	\$35,284.05
City of Lauderdale Lakes	\$25,568.00	(\$1,794.87)	\$23,773.13
City of Lauderhill	\$48,905.00	(\$3,433.13)	\$45,471.87
City of Miramar	\$27,771.00	(\$1,949.52)	\$25,821.48
City of North Lauderdale	\$18,625.00	(\$1,307.48)	\$17,317.53
City of Oakland Park	\$23,114.00	(\$1,622.60)	\$21,491.40
City of Pembroke Pines	\$24,481.00	(\$1,718.57)	\$22,762.43
City of Plantation	\$18,096.00	(\$1,270.34)	\$16,825.66
City of Pompano Beach	\$72,856.00	(\$5,114.49)	\$67,741.51
City of Sunrise	\$15,949.00	(\$1,119.62)	\$14,829.38
City of Tamarac	\$15,001.00	(\$1,053.07)	\$13,947.93
Total	\$546,715.00	(\$38,379.39)	\$508,335.61

* BSO will also be the lead agency and provide fiscal and programmatic oversight.

Term and Termination

1. This MOU shall remain in effect from October 1, 2021 through September 30, 2025, and its continuation shall be subject to the availability of necessary funding from the JAG Program.
2. A participating agency may withdraw from this agreement at any time by providing thirty (30) days written notice of its intent to withdraw to all other participating agencies.
3. This MOU may be terminated upon the written consent of all parties to this MOU.

Amendments

This MOU may be modified at any time upon the written agreement of all of the participating agencies.

Insurance and Indemnification

1. Each party agrees to maintain its own comprehensive general liability insurance, professional liability insurance, automobile liability insurance and workers compensation insurance policy or maintain a self-insuring fund for the term of the Agreement in the amounts determined by each party to adequately insure said party's liability assumed herein, but in no event shall such coverage be less than the amount of statutory waiver of sovereign immunity. The participating agencies agree to provide the **BSO** within thirty (30) days of entering this Agreement with proof of insurance if requested.
2. Each party shall be responsible for the negligent acts or omissions of their respective employees in accordance with Ch. 768.28, Fla. Stat. and nothing herein shall be deemed a waiver of those protections.

Guidelines

In performing its duties, responsibilities and obligations pursuant to this Agreement, each party agrees to: (i) adhere to the requirement standards set forth in the Office of Justice Programs' *Financial Guide*, as amended and Federal OMB Circular A-133, as applicable; and (ii) , the special conditions FY 2022 Edward Byrne Justice Assistance Grant (JAG) Local Solicitation Grant Award issued by DOJ. All participating agencies shall enter into a formal sub-award agreement between the **BSO** as Sub-award Grantor and the participating agency as the Sub-award Grantee in a form substantially similar to the attached Exhibit I.

Records

- a. Each party understands that any and all records created as a result of participating in this Program may be subject to public disclosure pursuant to the Public Records Statute, Fla. Stat. Section 119.07 and shall be responsible for compliance with any public records request served upon it and any resultant award of attorney's fees for noncompliance.
- b. Each party shall maintain its own respective records and documents associated with MOU sufficient to demonstrate compliance with the terms of this Agreement for a period of five (5) years from the date of execution of the MOU and shall allow the **BSO** access to such records upon request.
- c. Each party, its employees or agents, shall allow access to its records concerning this MOU at reasonable times to the **BSO**, its employees, and agents. The term "agents" shall include, but is not limited to, auditors retained or employed by the **BSO**. The term "reasonable" shall be construed according to the individual party circumstances but ordinarily shall mean during normal business hours of 8:00 am to 5:00 pm, local time, Monday through Friday.
- d. Upon reasonable notice, the participating agency shall provide the **BSO** with any additional documentation, information, or reports as may be required by the **BSO**.

Execution

This agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

2022 EDWARD BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF UNDERSTANDING

IN WITNESS WHEREOF, the parties executed this instrument on the date(s) shown below.

BROWARD COUNTY SHERIFF'S OFFICE

By: _____
Colonel Oscar Llerena, Executive Director
Department of Administration

Date: _____

Approved as to form and legal sufficiency
subject to the execution by the parties:

By: _____
Terrence Lynch, General Counsel/Executive Director
Office of the General Counsel

Date: _____

2022 EDWARD BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF UNDERSTANDING

IN WITNESS WHEREOF, the parties executed this instrument on the date(s) shown below.

CITY OF FORT LAUDERDALE

By:



Susan Grant, Acting City Manager

Date: 7/12/24

Approved as to form and legal sufficiency
subject to the execution by the parties:

By:



City Attorney

Date: 7/10/24



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#22-1066

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Greg Chavarria, City Manager

DATE: December 6, 2022

TITLE: Motion Accepting FY2021 Edward Byrne Justice Assistance Grant –
\$86,405 - (Commission Districts 1, 2, 3 and 4)

Recommendation

Staff recommends that the City Commission approve the acceptance of a grant in the amount of \$86,405 from the U.S. Department of Justice, subject to the City Manager's approval of the terms and conditions of any and all grant agreements in accordance with Resolution No. 14-62.

Background

The City has been awarded a grant in the amount of \$86,405 from the U.S. Department of Justice under the Edward Byrne Memorial Justice Assistance Grant (Byrne/JAG) Local Solicitation Program. The State receives these funds from the Department of Justice and then pass these funds through to units of local government. Broward County will manage the FY 2021 Byrne/JAG allocations for all participating municipalities. Justice Assistance Grant funding can be used for any local law enforcement initiative, and the City is permitted to use its discretion in deciding which projects to fund.

The Fort Lauderdale Police Department is eligible to receive \$86,405 in Byrne/JAG funding, less a 10% administrative fee of \$8,640.50 imposed by Broward County, for a total actual award of \$77,764.50. The Police Department has allocated this JAG funding to support investigative and public safety capabilities thru the purchase of essential forensic equipment such as an alternative light source and drying chambers. The grant period is October 1, 2020 through September 30, 2024.

Resource Impact

There is an anticipated positive fiscal impact to the City in the amount of \$77,764.50. This grant does not require matching funds. This item is contingent upon the approval of the Consolidated Budget Amendment CAM 22-0896.

Source:

Funds available as of October 28, 2022					
ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-129-9300-521-331201 22GLLEBG	Byrne Memorial Justice Assistance 2021	DOJ - Public Safety	\$0	\$0	\$77,764.50
TOTAL AMOUNT →					\$77,764.50

Use:

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-129-9300-521-303999 22GLLEBG	Byrne Memorial Justice Assistance 2021	Other Supplies	\$0	\$0	\$7,392.00
10-129-9300-521-404119 22GLLEBG	Byrne Memorial Justice Assistance 2021	Training and Travel	\$0	\$0	\$2,582.15
10-129-9300-521-606499 22GLLEBG	Byrne Memorial Justice Assistance 2021	Other Equipment	\$0	\$0	\$67,790.35
TOTAL AMOUNT →					\$77,764.50

Strategic Connections

This item is a *2022 Commission* Priority, advancing the Community Response and Safety initiative.

This item supports the *Press Play Fort Lauderdale 2024* Strategic Plan, specifically advancing:

- The Public Safety Focus Area
- Goal 6: Build a safe and well-prepared community.
- Objective: Prevent and solve crime in all neighborhoods.

This item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan: We Are Community.

This item supports the *Advance Fort Lauderdale 2040* Comprehensive Plan specifically advancing:

- The Public Safety Focus Area
- The Coastal Management, Community Health and Safety Element
- Goal 4: Coordinate with related partners and agencies (at city, local, county, regional, state, and federal levels) to plan for disaster and emergency management, further the resiliency of coastal areas, and ensure city-wide community health and safety.

Related CAM

#22-0896

Attachments

Exhibit 1 - 2021 Edward Byrne/JAG Local Solicitation Grant Memorandum of Understanding

Exhibit 2 – 2021 Broward County Subgrant Award Agreement

Prepared by: Dayna L. Bhaggan, Public Safety Grants Manager

Department Director: Patrick Lynn, Chief of Police

**EDWARD BYRNE MEMORIAL JUSTICE
ASSISTANCE LOCAL SOLICITATION GRANT FOR FY21
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is being executed by Broward County ("County") and the following participating agencies (hereinafter "Participating Agencies"):

City of Coral Springs	City of Plantation	City of Lauderdale Lakes
City of Dania Beach	City of Sunrise	City of Lauderhill
Town of Davie	City of Tamarac	City of Miramar
City of Hallandale Beach	City of Deerfield Beach	City of Pembroke Pines
City of North Lauderdale	City of Fort Lauderdale	City of Pompano Beach
City of Oakland Park	City of Hollywood	

A. County has been identified as a "disparate" county, such that County is permitted to submit a joint application for an allocation on behalf of County and the Participating Agencies.

B. The Participating Agencies have been identified as eligible jurisdictions able to collectively implement the objectives and goals of the FY21 Edward Byrne Memorial Justice Assistance Grant (hereinafter "JAG Grant").

C. The Participating Agencies formed a working committee and developed a course of action to achieve the goals and objectives of the JAG Grant.

D. County has been selected, through this MOU, to apply for the JAG Grant, administer the program, and serve as the fiscal agent for the disbursement of all funds received for the JAG Grant.

E. This MOU establishes the relationship between the Participating Agencies relating to the JAG Grant Award Number 15PBJA-21-GG-01376-JAGX.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Participating Agencies agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference.
2. County's Responsibilities. County will serve as the lead agency and grant administrator for the Participating Agencies for the JAG Grant. Pursuant to the JAG Grant guidelines, funding for the JAG Grant will be provided to County, and County will disperse the funds to the Participating Agencies in the amounts determined by County and submitted to the Department of Justice ("DOJ").
3. Application Submission. Each Participating Agency is responsible for submitting its own application to County for the JAG Grant, including a program narrative and budget narrative.

County, through its Office of Management and Budget, will submit a single application to the DOJ.

4. **Funding.** If the JAG Grant is awarded, County will distribute the funds to each Participating Agency in accordance with the JAG Grant and a separate Subgrant Award Agreement (as described in Section 8 below). For Participating Agencies that currently contract with the Broward Sheriff's Office ("BSO") for law enforcement services, County shall distribute the funds to the Participating Agency, which the Participating Agency may then distribute to BSO pursuant to any applicable contract(s) for law enforcement services.

5. The proposed award amount payable to each Participating Agency is as follows:

Participating Agency	Proposed Subgrant Award Amount
City of Coral Springs	\$ 15,989
City of Dania Beach	\$ 15,916
Town of Davie	\$ 19,343
City of Hallandale Beach	\$ 15,230
City of North Lauderdale	\$ 17,311
City of Oakland Park	\$ 20,714
City of Plantation	\$ 16,674
City of Sunrise	\$ 14,520
City of Tamarac	\$ 12,953
Broward County	\$ 78,551 *
City of Deerfield Beach	\$ 24,583
City of Fort Lauderdale	\$ 77,765
City of Hollywood	\$ 30,949
City of Lauderdale Lakes	\$ 23,090
City of Lauderhill	\$ 43,730
City of Miramar	\$ 25,832
City of Pembroke Pines	\$ 24,241
City of Pompano Beach	\$ 66,942
Total Award Amount	\$ 544,330

*The Broward County subgrant award amount includes a 10% administrative fee.

6. For the FY21 JAG Grant, County will retain 10% (\$54,433) of the JAG Grant total award amount for administrative services associated with implementing the JAG Grant.

7. **Term and Termination.** This MOU shall commence retroactive to October 1, 2020, and end on September 30, 2024. The continuation of this MOU is subject to the availability of necessary funding from the JAG Grant. This MOU may be terminated upon the written consent of all Participating Agencies.

In addition, a Participating Agency may withdraw from this MOU at any time prior to receipt of any JAG Grant funds by providing thirty (30) days written notice of its intent to withdraw to all other Participating Agencies and County. County shall provide prompt notice to the DOJ. Any resulting guidance provided by DOJ shall be communicated to the Participating Agency and adhered to and carried out in a timely manner by all parties. If a Participating Agency effectively withdraws from this MOU, County may reallocate that Participating Agency's funding to another Participating Agency in accordance with the terms of the JAG Grant.

8. Subgrant Award Agreement. For any Participating Agency to receive the funding specified in this MOU, the Participating Agency must enter into a Subgrant Award Agreement between County, as the grant recipient, and the Participating Agency, as the subrecipient, in substantially the form attached as Exhibit A.

9. Compliance with DOJ Requirements. In performing its duties, responsibilities, and obligations pursuant to this MOU, each Participating Agency agrees to adhere to the requirement standards set forth in the Office of Justice Programs' Financial Guide, as amended and Federal OMB Circular A-133, as applicable, and all conditions and requirements of the JAG Grant.

10. Public Records. Each Participating Agency understands that all records created as a result of participating in the JAG Grant may be subject to public disclosure pursuant Section 119.07, Florida Statutes. Each Participating Agency shall be responsible for compliance with applicable public records law regarding any public records request seeking records relating to this MOU, including assisting County by providing the responsive records to County upon request; each Participating Agency shall be responsible for any award of attorneys' fees or costs for that Participating Agency's noncompliance with applicable public records law.

11. Access to Records. Each Participating Agency, its employees, and agents shall allow access to its records concerning this MOU at reasonable times as may be requested by County, the DOJ, the U.S. Comptroller General, or any of their duly authorized representatives. The term "reasonable" shall be construed according to the individual facts and circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. Upon reasonable notice, the Participating Agency shall provide County with any additional documentation, information, or reports as may be required by County.

12. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this MOU is effective unless contained in a written document executed with the same or similar formality as this MOU and by duly authorized representatives of County and each Participating Agency.

13. Counterparts and Multiple Originals. This MOU may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this MOU: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 25th day of October, 2022, and the Participating Agencies, signing by and through representatives duly authorized to execute same.

BROWARD COUNTY

BROWARD COUNTY, by and through
its County Administrator

By

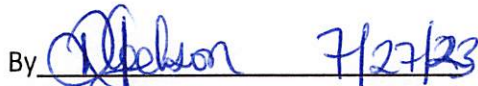

for Monica Cepero

28 day of July, 2023



Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By


De'Anne A. Jackson (Date)
Assistant County Attorney

DAJ/cv
Form JAG MOU
File #615651
11/04/22

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE LOCAL SOLICITATION GRANT FOR FY21
MEMORANDUM OF UNDERSTANDING

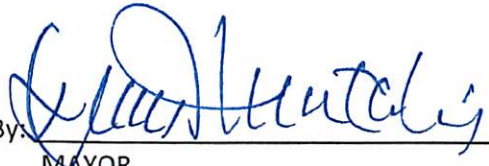
PARTICIPATING AGENCY

CITY OF FORT LAUDERDALE

ATTEST:



DAVID SOLOMAN
CITY CLERK

By: 
MAYOR

DEAN J. TRANTALIS

Print Name

12 day of 12, 2022

I HEREBY CERTIFY that I have approved this
MOU as to form and legal sufficiency
subject to execution by the parties:

ALAIN E. BOILEAU
CITY ATTORNEY

by:



Bradley Weissman
Assistant City Attorney



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#22-1067

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Greg Chavarria, City Manager

DATE: December 6, 2022

TITLE: Motion Accepting FY2022 Edward Byrne Justice Assistance Grant –
\$90,952 - (Commission Districts 1, 2, 3 and 4)

Recommendation

Staff recommends that the City Commission approve the acceptance of a grant in the amount of \$90,952 from the U.S. Department of Justice, subject to the City Manager's approval of the terms and conditions of any and all grant agreements in accordance with Resolution No. 14-62.

Background

The City has been awarded a grant in the amount of \$90,952 from the U.S. Department of Justice under the Edward Byrne Memorial Justice Assistance Grant (Byrne/JAG) Local Solicitation Program. The State receives these funds from the Department of Justice and then pass these funds through to units of local government. Broward County will manage the FY 2022 Byrne/JAG allocations for all participating municipalities. Justice Assistance Grant funding can be used for any local law enforcement initiative, and the City is permitted to use its discretion in deciding which projects to fund.

The Fort Lauderdale Police Department is eligible to receive \$90,952 in Byrne/JAG funding, less a 7.02% administrative fee of \$6,384.83 imposed by Broward County, for a total actual award of \$84,567.17. The Police Department has allocated this JAG funding to support investigative and public safety capabilities thru the purchase of investigative equipment. The grant period is October 1, 2021 through September 30, 2025.

Resource Impact

There is an anticipated positive fiscal impact to the City in the amount of \$84,567.17. This grant does not require matching funds. This item is contingent upon the approval of the Consolidated Budget Amendment CAM 22-0896.

Source:

Funds available as of October 28, 2022

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-129-9300-521-331201 23GLLEBG	Byrne Memorial Justice Assistance 2022	DOJ - Public Safety	\$0	\$0	\$84,567.17
TOTAL AMOUNT →					\$84,567.17

Use:

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-129-9300-521-303999 23GLLEBG	Byrne Memorial Justice Assistance 2022	Other Supplies	\$0	\$0	\$28,810.00
10-129-9300-521-606499 23GLLEBG	Byrne Memorial Justice Assistance 2022	Other Equipment	\$0	\$0	\$55,757.17
TOTAL AMOUNT →					\$84,567.17

Strategic Connections

This item is a *2022 Commission* Priority, advancing the Community Response and Safety initiative.

This item supports the *Press Play Fort Lauderdale 2024* Strategic Plan, specifically advancing:

- The Public Safety Focus Area
- Goal 6: Build a safe and well-prepared community.
- Objective: Prevent and solve crime in all neighborhoods.

This item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan: We Are Community.

This item supports the *Advance Fort Lauderdale 2040* Comprehensive Plan specifically advancing:

- The Public Safety Focus Area
- The Coastal Management, Community Health and Safety Element
- Goal 4: Coordinate with related partners and agencies (at city, local, county, regional, state, and federal levels) to plan for disaster and emergency management, further the resiliency of coastal areas, and ensure city-wide community health and safety.

Related CAM

#22-0896

Attachments

Exhibit 1 - 2022 Edward Byrne/JAG Local Solicitation Grant Memorandum of Understanding.

Exhibit 2 – 2022 Broward County Subgrant Award Agreement

Prepared by: Dayna L. Bhaggan, Public Safety Grants Manager

Department Director: Patrick Lynn, Chief of Police

**EDWARD BYRNE MEMORIAL JUSTICE
ASSISTANCE LOCAL SOLICITATION GRANT FOR FY22
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is being executed by Broward County ("County") and the following participating agencies (hereinafter "Participating Agencies"):

City of Coral Springs	City of Plantation	City of Lauderdale Lakes
City of Dania Beach	City of Sunrise	City of Lauderhill
Town of Davie	City of Tamarac	City of Miramar
City of Hallandale Beach	City of Deerfield Beach	City of Pembroke Pines
City of North Lauderdale	City of Fort Lauderdale	City of Pompano Beach
City of Oakland Park	City of Hollywood	

A. County has been identified as a "disparate" county, such that County is permitted to submit a joint application for an allocation on behalf of County and the Participating Agencies.

B. The Participating Agencies have been identified as eligible jurisdictions able to collectively implement the objectives and goals of the FY22 Edward Byrne Memorial Justice Assistance Grant (hereinafter "JAG Grant").

C. The Participating Agencies formed a working committee and developed a course of action to achieve the goals and objectives of the JAG Grant.

D. County has been selected, through this MOU, to apply for the JAG Grant, administer the program, and serve as the fiscal agent for the disbursement of all funds received for the JAG Grant.

E. This MOU establishes the relationship between the Participating Agencies relating to the JAG Grant Award Number 15PBJA-22-GG-02086-JAGX.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Participating Agencies agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference.
2. County's Responsibilities. County will serve as the lead agency and grant administrator for the Participating Agencies for the JAG Grant. Pursuant to the JAG Grant guidelines, funding for the JAG Grant will be provided to County, and County will disperse the funds to the Participating Agencies in the amounts determined by County and submitted to the Department of Justice ("DOJ").
3. Application Submission. Each Participating Agency is responsible for submitting its own application to County for the JAG Grant, including a program narrative and budget narrative.

County, through its Office of Management and Budget, will submit a single application to the DOJ.

4. **Funding.** If the JAG Grant is awarded, County will distribute the funds to each Participating Agency in accordance with the JAG Grant and a separate Subgrant Award Agreement (as described in Section 8 below). For Participating Agencies that currently contract with the Broward Sheriff's Office ("BSO") for law enforcement services, County shall distribute the funds to the Participating Agency, which the Participating Agency may then distribute to BSO pursuant to any applicable contract(s) for law enforcement services.

5. The proposed award amount payable to each Participating Agency is as follows:

Participating Agency	Proposed Subgrant Award Amount
City of Coral Springs	\$ 14,725
City of Dania Beach	\$ 16,410
Town of Davie	\$ 20,974
City of Hallandale Beach	\$ 15,425
City of North Lauderdale	\$ 17,318
City of Oakland Park	\$ 21,491
City of Plantation	\$ 16,826
City of Sunrise	\$ 14,829
City of Tamarac	\$ 13,948
Broward County	\$ 64,330.11 *
City of Deerfield Beach	\$ 25,017
City of Fort Lauderdale	\$ 84,567
City of Hollywood	\$ 35,284.05
City of Lauderdale Lakes	\$ 23,773
City of Lauderhill	\$ 45,472
City of Miramar	\$ 25,821
City of Pembroke Pines	\$ 22,762
City of Pompano Beach	\$ 67,742
Total Award Amount	\$ 546,715

*The Broward County subgrant award amount includes a 7.02% administrative fee.

6. For the FY22 JAG Grant, County will retain 7.02% (\$38,379.39) of the JAG Grant total award amount for administrative services associated with implementing the JAG Grant.

7. **Term and Termination.** This MOU shall commence retroactive to October 1, 2021, and end on September 30, 2025. The continuation of this MOU is subject to the availability of necessary funding from the JAG Grant. This MOU may be terminated upon the written consent of all Participating Agencies.

In addition, a Participating Agency may withdraw from this MOU at any time prior to receipt of any JAG Grant funds by providing thirty (30) days written notice of its intent to withdraw to all other Participating Agencies and County. County shall provide prompt notice to the DOJ. Any resulting guidance provided by DOJ shall be communicated to the Participating Agency and adhered to and carried out in a timely manner by all parties. If a Participating Agency effectively withdraws from this MOU, County may reallocate that Participating Agency's funding to another Participating Agency in accordance with the terms of the JAG Grant.

8. Subgrant Award Agreement. For any Participating Agency to receive the funding specified in this MOU, the Participating Agency must enter into a Subgrant Award Agreement between County, as the grant recipient, and the Participating Agency, as the subrecipient, in substantially the form attached as Exhibit A.

9. Compliance with DOJ Requirements. In performing its duties, responsibilities, and obligations pursuant to this MOU, each Participating Agency agrees to adhere to the requirement standards set forth in the Office of Justice Programs' Financial Guide, as amended and Federal OMB Circular A-133, as applicable, and all conditions and requirements of the JAG Grant.

10. Public Records. Each Participating Agency understands that all records created as a result of participating in the JAG Grant may be subject to public disclosure pursuant Section 119.07, Florida Statutes. Each Participating Agency shall be responsible for compliance with applicable public records law regarding any public records request seeking records relating to this MOU, including assisting County by providing the responsive records to County upon request; each Participating Agency shall be responsible for any award of attorneys' fees or costs for that Participating Agency's noncompliance with applicable public records law.

11. Access to Records. Each Participating Agency, its employees, and agents shall allow access to its records concerning this MOU at reasonable times as may be requested by County, the DOJ, the U.S. Comptroller General, or any of their duly authorized representatives. The term "reasonable" shall be construed according to the individual facts and circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. Upon reasonable notice, the Participating Agency shall provide County with any additional documentation, information, or reports as may be required by County.

12. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this MOU is effective unless contained in a written document executed with the same or similar formality as this MOU and by duly authorized representatives of County and each Participating Agency.

13. Counterparts and Multiple Originals. This MOU may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this MOU: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 25th day of October, 2022, and the Participating Agencies, signing by and through representatives duly authorized to execute same.

BROWARD COUNTY

BROWARD COUNTY, by and through
its County Administrator


By


Monica Cepero

28 day of July, 2023

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By

 7/27/23
De'Anne A. Jackson (Date)
Assistant County Attorney



DAJ/cv
Form JAG MOU
File #615652
11/04/22

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE LOCAL SOLICITATION GRANT FOR FY21
MEMORANDUM OF UNDERSTANDING

PARTICIPATING AGENCY

CITY OF FORT LAUDERDALE

ATTEST:



DAVID SOLOMAN
CITY CLERK



By: 

MAYOR

DEAN J. TRANTALIS

Print Name

12 day of Dec, 2022

I HEREBY CERTIFY that I have approved this
MOU as to form and legal sufficiency
subject to execution by the parties:

ALAIN E. BOILEAU
CITY ATTORNEY

BY:



Bradley Weissman
Assistant City Attorney



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

CAM #s 22-1066
22-1067

Today's Date: 07/10/2024

DOCUMENT TITLE: Request to Execute a Memorandum of Understanding for 2021 Edward Byrne Memorial Justice Assistance Grant Program and 2021 Edward Byrne Memorial Justice Assistance Grant Program

Routing Origin: Police Department **Router Name/Ext:** Dayna Bhaggan/x5284

Action Summary attached: ☐ YES ☒ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: Police **Router Name/Ext:** Dayna Bhaggan/x5284 **# of originals routed:** 1 **Date to CAO:** _____

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO **# of originals attached:** 1

Is attached Granicus document Final? ☒ YES ☐ NO **Approved as to Form:** ☒ YES ☐ NO

Date to CCO: 7/10/24 **Julie Steinhardt**
Attorney's Name

JS
Initials

3) City Clerk's Office: # of originals: 2 **Routed to:** Donna V./Aimee L./CMO **Date:** 7.12.24

4) City Manager's Office: CMO LOG #: Jul 32 **Document received from:** CCO 2/12/24

Assigned to: ☒ GREG CHAVARRIA

☐ ANTHONY FAJARDO

☐ SUSAN GRANT

☐ GREG CHAVARRIA as CRA Executive Director

☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE

☐ N/A FOR G. CHAVARRIA TO SIGN

PER ACM: S. Grant (Initial/Date) **PER ACM:** A. Fajardo (Initial/Date)

☐ **PENDING APPROVAL** (See comments below)

Comments/Questions: _____

Forward ___ originals to ☐ Mayor ☐ CCO **Date:** _____

5) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) **Date:** _____

6) City Clerk: Scan original and forwards 1 originals to: _____

Attach ___ certified Reso # _____ ☐ YES ☐ NO **Original Route form to** Dayna Bhaggan/ x5284