

Office of the General Counsel  
2601 West Broward Boulevard  
Fort Lauderdale, Florida 33312  
(954) 831-8920 (Telephone)  
(954) 321-5040 (Fax - Legal)  
(954) 797-0937 (Fax - Confiscations Unit)  
www.sheriff.org



*Pride in Service with Integrity™*

December 20, 2012

Chief Franklin C. Adderley  
Fort Lauderdale Police Department  
1300 W. Broward Boulevard  
Fort Lauderdale, FL 33312

Re: 2012 EDWARD BYRNE JUSTICE ASSISTANCE LOCAL SOLICITATION  
GRANT MEMORANDUM OF UNDERSTANDING

Dear Chief Adderley:

Please find enclosed a copy of the 2012 Edward Byrne Justice Assistance Local Solicitation Grant with the Broward Sheriff's Office.

Should you have any questions or concerns, please do not hesitate to contact me at: (954)831-8920.

Sincerely,

Teresa D. Sands  
Senior Legal Counsel

TS/ag  
Attachment

11/06/12 12-2221

# M-07

\* entire contract all cities

✓ 2/28/13  
processed  
original  
all cities

2013 FEB -4 AM 10:46

CITY CLERK

**2012 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 North Lauderdale
City of Coral Springs	City of Hollywood	City of Oakland Park
City of Dania Beach	City of Lauderdale Lakes	City of Pembroke Pines
Town of Davie	City of Lauderhill	City of Plantation
City of Deerfield Beach	City of Margate	City of Pompano Beach
City of Fort Lauderdale	City of Miramar	City of Sunrise
		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 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 2012 Edward Byrne Justice Assistance Grant (JAG) Local Solicitation Grant Program (Award Number 2012-DJ-BX-0035).

**Procedures**

1. The Broward Sheriff's Office (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 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 Broward Sheriff's Office. The Broward Sheriff's Office, 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.

The grant award to each party is as follows:

<b>Jurisdiction Name</b>	<b>Formula-Based Award</b>	<b>Less 7.23 % Indirect Cost Allocation</b>
Broward Sheriff's Office	\$22,279.00	\$20,668.00
City of Coral Springs	\$20,542.00	\$19,057.00
City of Dania Beach	\$19,099.00	\$17,719.00
Town of Davie	\$27,014.00	\$25,061.00
City of Deerfield Beach	\$32,043.00	\$29,727.00
City of Fort Lauderdale	\$100,683.00	\$93,404.00
City of Hallandale Beach	\$25,278.99	\$23,451.00
City of Hollywood	\$47,173.00	\$43,763.00
City of Lauderdale Lakes	\$25,413.00	\$23,576.00
City of Lauderhill	\$38,086.00	\$35,333.00
City of Margate	\$12,763.00	\$11,840.00
City of Miramar	\$36,327.00	\$33,701.00
City of North Lauderdale	\$16,723.00	\$15,514.00
City of Oakland Park	\$24,962.00	\$23,157.00
City of Pembroke Pines	\$22,008.00	\$20,417.00
City of Plantation	\$23,000.00	\$21,337.00
City of Pompano Beach	\$72,812.00	\$67,550.00
City of Sunrise	\$23,587.00	\$21,882.00
City of Tamarac	\$15,288.00	\$14,183.00
<b>TOTAL</b>	<b>\$605,089.00</b>	<b>\$561,394.00</b>

#### **Term and Termination**

1. This MOU shall remain in effect from the date of execution through September 30, 2015 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 BSO within thirty (30) days of entering this Agreement with proof of insurance if requested.
2. Each party shall be responsible for the negligent act 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 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.

### **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 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 BSO, its employees, and agents. The term "agents" shall include, but is not limited to, auditors retained or employed by 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 BSO with any additional documentation, information, or reports as may be required by BSO.

**Execution**

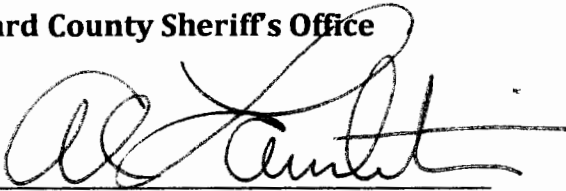
This agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**2012 EDWARD BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF UNDERSTANDING**

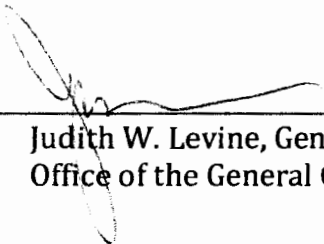
IN WITNESS WHEREOF, the parties execute this instrument on the date(s) shown below.

**Broward County Sheriff's Office**

By:   
Sheriff Al Lamberti  
or  
Authorized Representative

Date: 9-5-12

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

28. By:   
Judith W. Levine, General Counsel  
Office of the General Counsel

Date: 9/5/12

**EDWARD BYRNE JUSTICE ASSISTANCE GRANT  
FY 2012 LOCAL SOLICITATION  
BROWARD COUNTY, FLORIDA  
DISPARATE JURISDICTION APPLICATION**

Broward County and eighteen jurisdictions within the county's borders are eligible to apply for \$605,089.00 from the U. S. Department of Justice, Bureau of Justice Assistance (BJA) "Edward Byrne Memorial Justice Assistance Local Solicitation Program funding for 2012. Broward County has been identified as a "disparate" county; therefore a working committee of all the eligible jurisdictions discussed the JAG requirements and decided upon a mutual course of action. It was agreed the Broward Sheriff's Office (BSO) would serve as the lead applicant and fiscal agent for the 2012 JAG Local Solicitation program. The Broward Sheriff's Office has decided with the support of the majority of disparate jurisdictions to exercise the administration funds option and will use its DOJ-approved indirect cost allocation of 7.23 percent of the award for costs incurred in the administration of the 2012 JAG Local Solicitation grant program.

The Broward Sheriff's Office, through MOU, will administer the programs and funds as the lead administrative and fiscal agent for the following jurisdictions. The MOU with the disparate jurisdictions will be executed upon official notification from the Bureau of Justice Assistance of the 2012 JAG Local Solicitation award.

<u>Jurisdiction Name</u>	<u>Formula-Base Award</u>	<u>Less 7.23%</u>
Broward County/BSO	\$22,279.00	\$20,668.00
City of Coral Springs	\$20,542.00	\$19,057.00
<i>City of Dania Beach</i>	<i>\$19,099.00</i>	<i>\$17,719.00</i>
Town of Davie	\$27,014.00	\$25,061.00
<i>City of Deerfield Beach</i>	<i>\$32,043.00</i>	<i>\$29,727.00</i>
City of Fort Lauderdale	\$100,683.00	\$93,404.00
City of Hallandale Beach	\$25,278.99	\$23,451.00
City of Hollywood	\$47,173.00	\$43,763.00
<i>City of Lauderdale Lakes</i>	<i>\$25,413.00</i>	<i>\$23,576.00</i>
City of Lauderhill	\$38,086.00	\$35,333.00
City of Margate	\$12,763.00	\$11,840.00
City of Miramar	\$36,327.00	\$33,701.00
<i>City of North Lauderdale</i>	<i>\$16,723.00</i>	<i>\$15,514.00</i>
<i>City of Oakland Park</i>	<i>\$24,962.00</i>	<i>\$23,157.00</i>
City of Pembroke Pines	\$22,008.00	\$20,417.00
City of Plantation	\$23,000.00	\$21,337.00
<i>City of Pompano Beach</i>	<i>\$72,812.00</i>	<i>\$67,550.00</i>
City of Sunrise	\$23,587.00	\$21,882.00
<i>City of Tamarac</i>	<i>\$15,288.00</i>	<i>\$14,183.00</i>
TOTAL	\$605,089.00	\$561,394.00
Administrative fee (.0723 x \$605,089.00)		\$ 43,695.00
	Grand Total	\$605,089.00

*Cities where the Broward Sheriff's Office provides law enforcement and police protection via a contract.*

## **PUBLIC COMMENT**

Each of the disparate jurisdictions and contract cities of BSO offered the public an opportunity to provide input into the 2012 JAG Local Solicitation program application through the cities' and BSO websites and/or public postings.

Broward County/BSO	April 17, 2012
Coral Springs	April 10, 2012
Dania Beach	April 17, 2012
Davie	April 25, 2012
Deerfield Beach	April 17, 2012
Fort Lauderdale	April 13, 2012
Hallandale Beach	March 30, 2012
Hollywood	April 18, 2012
Lauderdale Lakes	April 17, 2012
Lauderhill	April 17, 2012
Margate	April 18, 2012
Miramar	April 4, 2012
North Lauderdale	April 17, 2012
Oakland Park	April 17, 2012
Pembroke Pines	April 2, 2012
Plantation	April 12, 2012
Pompano Beach	April 17, 2012
Sunrise	May 4, 2012
Tamarac	April 17, 2012

## **GOVERNING BODY REVIEW**

On April 11, 2012, BSO's Bureau of Grants Management sent an email with the "Application for Government Board Review and Comment" to Ms. Bertha Henry, County Administrator for the Broward County Board of Commissioners requesting that her office forward the attached "Application" to individual members of the County Commission for review and comment.

## **PROJECT NARRATIVES & BUDGETS**

What follows are the abstracts, project narratives and budgets for Broward County/BSO and the 18 disparate jurisdictions as submitted to the lead agency. In any case where there may be a discrepancy in the city's submitted budget and allocated amount, the amount indicated above will supersede.



**2012 EDWARD BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF UNDERSTANDING**

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

**City of Coral Springs**

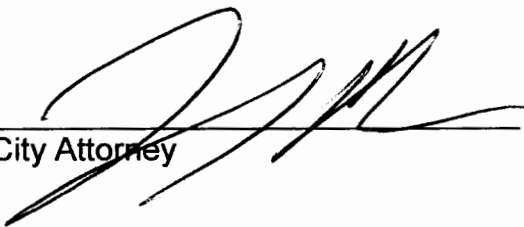


\_\_\_\_\_

Authorized Representative

Date: 11/7/2012

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

By:  \_\_\_\_\_

City Attorney

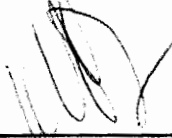
Date: 10/31/12



**2012 EDWARD BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF UNDERSTANDING**

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

**Town of Davie**

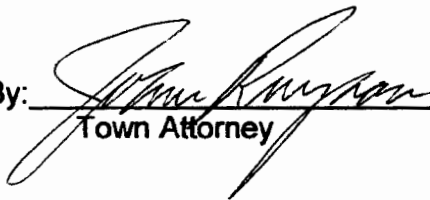


\_\_\_\_\_  
Authorized Representative

Patrick Lynn, Police Chief

Date: 9/21/12

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

By: \_\_\_\_\_  
Town Attorney

Date: 9-24-12

**2012 EDWARD BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF UNDERSTANDING**

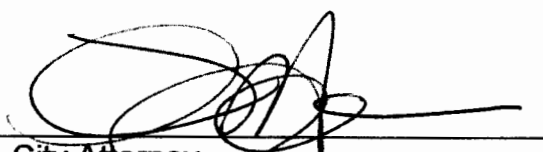
IN WITNESS WHEREOF, the parties execute this instrument on the date(s) shown below.

**City of Deerfield Beach**

  
\_\_\_\_\_  
Authorized Representative

Date: 9/17/12

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

By:   
\_\_\_\_\_  
City Attorney

Date: Sept. 17, 2012

2012 BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF UNDERSTANDING

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date(s) set forth below:

CITY OF FORT LAUDERDALE REPRESENTATIVES:

WITNESSES:

Safes Ali

[Signature]  
John P. "Jack" Seiler, Mayor

DATE: 12/4/12

Safes Ali

Witness print/type name

[Signature]

[Signature]  
Lee R. Feldman, City Manager

DATE: 11-30-12

Alex S. Penelo

Witness print/type name

ATTEST:

[Signature] DATE: 12-4-12  
Jonda K. Joseph, City Clerk


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

By: [Signature] DATE: 11/29/12  
~~Bradley H. Weissman, Esquire~~ Ginger E. Wald, Esq.  
~~Assistant City Attorney/Police Legal Advisor~~

**2012 EDWARD BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF UNDERSTANDING**

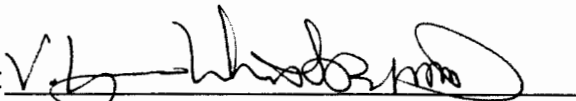
**IN WITNESS WHEREOF, the parties execute this instrument on the date(s) shown below.**

**City of Hallandale Beach**

  
Authorized Representative

Date: October 22, 2012

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

By:   
City Attorney

Date: 10-17-2012

2012 EDWARD BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF UNDERSTANDING

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

CITY OF HOLLYWOOD, FLORIDA, a municipal corporation of the State of Florida

By:



PETER BOBER, MAYOR

Date:

9/12/12

ATTEST:



PATRICIA A. CERNY, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGALITY for the use and reliance of the City of Hollywood, Florida only.



JEFFREY P. SHEFFEL, CITY ATTORNEY

**2012 EDWARD BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF UNDERSTANDING**

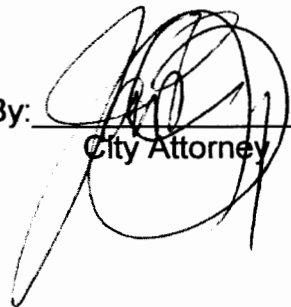
**IN WITNESS WHEREOF, the parties execute this instrument on the date(s) shown below.**

**City of Lauderdale Lakes**

  
\_\_\_\_\_  
Authorized Representative

Date: 9-26-12

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

By:  \_\_\_\_\_  
City Attorney

Date: 9/27/12



**2012 EDWARD BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF UNDERSTANDING**

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

**City of Lauderdale**

  
\_\_\_\_\_  
Authorized Representative

Date: 11/5/12

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

By:   
\_\_\_\_\_  
City Attorney

Date: 11/5/12

**2012 EDWARD BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF UNDERSTANDING**

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

**City of Margate**


  
\_\_\_\_\_  
Authorized Representative  
Pam Donovan, Mayor

Date: 10/3/12

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

By:   
\_\_\_\_\_  
Jerry A. Blough, City Manager

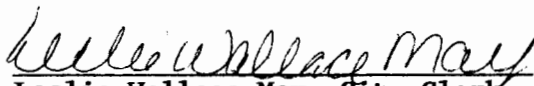
Date: 10/3/12

By:   
\_\_\_\_\_  
City Attorney  
Eugene M. Steinfeld

Date: 10/3/12

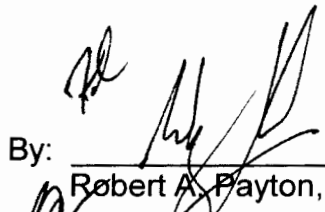
**Attest:**

**Broward County, Florida**

  
\_\_\_\_\_  
Leslie Wallace May, City Clerk

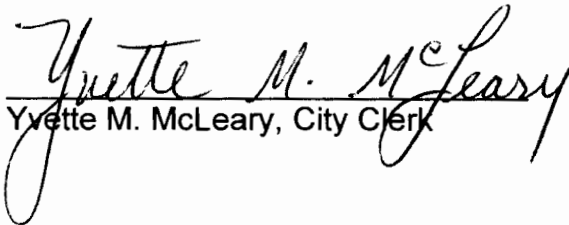
2012 EDWARD BYRNE JUSTICE ASSISTANCE GRANT  
MEMORANDUM OF UNDERSTANDING

FOR THE CITY OF MIRAMAR, FLORIDA

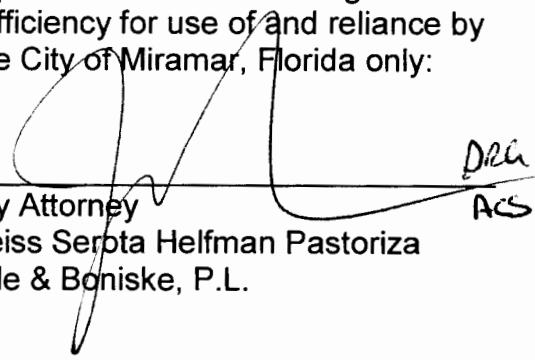
By:   
Robert A. Payton, City Manager

Dated: 12/13/12

ATTEST:

  
Yvette M. McLeary, City Clerk

Approved as to form and legal  
Sufficiency for use of and reliance by  
The City of Miramar, Florida only:

  
City Attorney  
Weiss Serpta Helfman Pastoriza  
Cole & Boniske, P.L.  
Dec 17 2012  
ACS

11-08-2012

**2012 EDWARD BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF UNDERSTANDING**


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

**City of North Lauderdale**

  
\_\_\_\_\_  
Authorized Representative

Date: 9-10-12

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

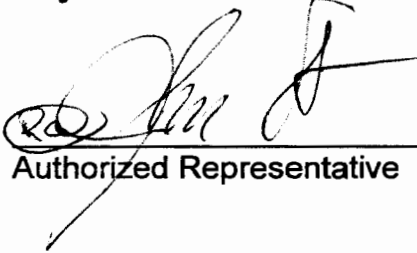
By:   
\_\_\_\_\_  
City Attorney

Date: 9/13/12

**2012 EDWARD BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF UNDERSTANDING**


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

**City of Oakland Park**

  
\_\_\_\_\_  
Authorized Representative

Date: 9/17/2012

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

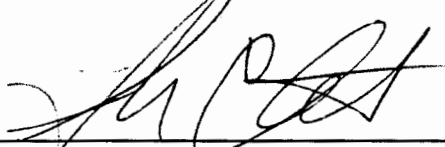
By:   
\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

**2012 EDWARD BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF UNDERSTANDING**

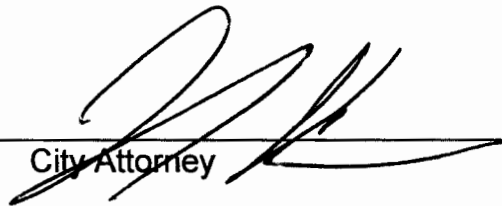
**IN WITNESS WHEREOF, the parties execute this instrument on the date(s) shown below.**

**City of Pembroke Pines**

  
\_\_\_\_\_  
Authorized Representative

Date: 9/17/12

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

By:   
\_\_\_\_\_  
City Attorney

Date: 7/12/12

**2012 EDWARD BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF UNDERSTANDING**

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

**City of Plantation**

  
Authorized Representative

Date: 9/12/12

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

By:   
Police Legal Advisor

Date: 9/12/12

**2012 EDWARD BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF UNDERSTANDING**

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

**City of Pompano Beach**

  
\_\_\_\_\_  
Authorized Representative

Date: 9-12-12

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

By:   
\_\_\_\_\_  
City Attorney

Date: 9/27/12



"CITY":

Witnesses:

**CITY OF POMPANO BEACH**

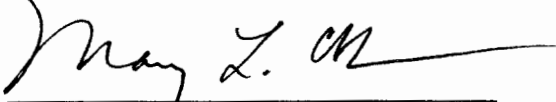
Christine Wodka

By:   
**LAMAR FISHER**  
**MAYOR**

Shelley R. Boulton

By:   
**DENNIS W. BEACH**  
**CITY MANAGER**

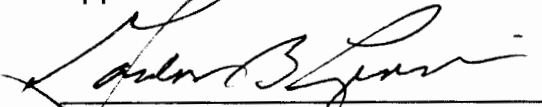
Attest:



**MARY L. CHAMBERS**  
**CITY CLERK**

(SEAL)

Approved As To Form:

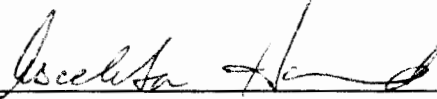


**GORDON B. LINN**  
**CITY ATTORNEY**

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26th day of September, 2012 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

  
**NOTARY PUBLIC, STATE OF FLORIDA**

Asceleeta Hammond

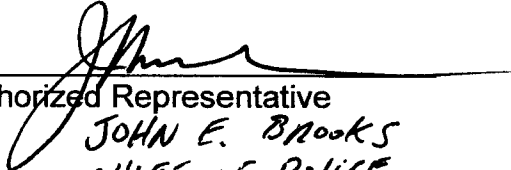
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

**2012 EDWARD BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF UNDERSTANDING**

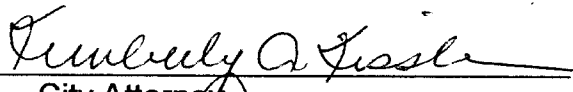
**IN WITNESS WHEREOF, the parties execute this instrument on the date(s) shown below.**

**City of Sunrise**

  
Authorized Representative  
**JOHN E. BROOKS**  
**CHIEF OF POLICE**

Date: 10/18/12

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

By:   
City Attorney

Date: 10/18/12

**2012 EDWARD BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF UNDERSTANDING**

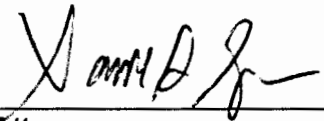
**IN WITNESS WHEREOF, the parties execute this instrument on the date(s) shown below.**

**City of Tamarac**

  
\_\_\_\_\_  
Authorized Representative

Date: 12-10-12

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

By:   
\_\_\_\_\_  
City Attorney

Date: 10/10/12