

Meeting Date: November 10, 2009

Agenda Item 3

REQUESTED COMMISSION ACTION:

Consent       Ordinance       Resolution       Consideration       Workshop

SHORT TITLE      A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF POMPANO BEACH SHERIFF OF BROWARD COUNTY RELATING TO PARTICIPATION IN THE 2009 BYRNE JUSTICE ASSISTANCE GRANT; PROVIDING AN EFFECTIVE DATE.

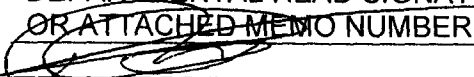
Summary of Purpose and Why:

The City was awarded \$571,977 under the 2009 Byrne Justice Assistance Grant (JAG). The funds have already been budgeted in the FY 2010 budget and will be used to offset police personnel costs.

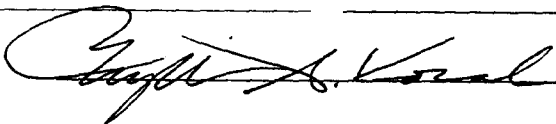
In order to secure this funding, a Memorandum of Understanding needs to be executed with the Broward Sheriff's Office.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: City Managers Office
- (2) Primary staff contact: Brian Donovan/William Knowles Ext. 4601
- (3) Expiration of contract, if applicable: September 30, 2012
- (4) Fiscal impact and source of funding: \$571,977 will be used to retain existing Deputies

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Budget	10/30/09	Approve	

Interim City Manager



ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1st Reading _____	1st Reading _____	Results: _____	Results: _____
2nd Reading _____	_____	_____	_____

**CITY OF POMPANO BEACH**  
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF POMPANO BEACH AND THE SHERIFF OF BROWARD COUNTY RELATING TO PARTICIPATION IN THE 2009 BYRNE JUSTICE ASSISTANCE GRANT; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a Memorandum of Understanding between the City of Pompano Beach and the Sheriff of Broward County relating to participation in the 2009 Byrne Justice Assistance Grant, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and the Sheriff of Broward County.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**MARY L. CHAMBERS, CITY CLERK**

**Broward Sheriff's Office**  
2601 West Broward Boulevard  
Fort Lauderdale, Florida 33312  
954.831.8900 • [www.sheriff.org](http://www.sheriff.org)



*Pride in Service with Integrity*

October 16, 2009

Dear Ms. Korab:

The enclosed Memorandum of Understanding (MOU) for the 2009 Byrne Justice Assistance Recovery Grant (JAG) has to be signed by the Mayor or Commission. I am writing to ask for your assistance in obtaining the proper signature.

Please have your Mayor or Commission sign both copies and return both of the signed copies to:

*Wayne L. Alexander  
Grants Management  
Broward Sheriff's Office  
2601 W. Broward Boulevard  
Fort Lauderdale, FL 33312*

The Broward Sheriff's Office Grants Management Office will return the executed MOU to you with a copy to Major William Knowles for his files.

Should you have any questions please don't hesitate to contact Mr. Alexander at (954) 321-4315.

Thank you for you attention to this matter.

Sincerely,

A handwritten signature in black ink that reads "Captain Wayne Adkins". The signature is written in a cursive, slightly slanted style.

Captain Wayne Adkins  
Executive Officer - Pompano Beach District  
Broward Sheriff's Office

cc: Michael Somberg  
Director, Grants Management  
Donald Gelin, Office of General Counsel  
Major William Knowles  
File

## **2009 BYRNE JUSTICE ASSISTANCE RECOVERY GRANT**

### **MEMORANDUM OF UNDERSTANDING (MOU)**

*This Memorandum of Understanding (MOU) is being executed by the below listed parties:*

**SHERIFF OF BROWARD COUNTY (BSO)  
CITY OF HALLANDALE BEACH  
CITY OF FORT LAUDERDALE  
CITY OF HOLLYWOOD  
CITY OF MIRAMAR  
CITY OF LAUDERHILL  
CITY OF PEMBROKE PINES  
TOWN OF DAVIE  
CITY OF SUNRISE  
CITY OF DANIA BEACH  
CITY OF DEERFIELD BEACH  
CITY OF OAKLAND PARK  
CITY OF POMPANO BEACH  
CITY OF WILTON MANORS  
CITY OF WESTON  
COOPER CITY  
CITY OF LAUDERHILL  
CITY OF MARGATE  
CITY OF PLANTATION  
CITY OF CORAL SPRINGS  
CITY OF LAUDERDALE LAKES  
CITY OF NORTH LAUDERDALE  
CITY OF PARKLAND  
CITY OF TAMARAC  
CITY OF COCONUT CREEK**

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

#### **I. PURPOSE**

This MOU establishes the relationship between the parties for participation in the 2009 Byrne Justice Assistance Grant (JAG) program.

#### **II. PROCEDURES**

The Broward Sheriff's Office (BSO) will be the lead agency and Grant Administrator for the agencies in Broward County, Florida, participating in the JAG Recovery Program. Pursuant to the JAG Recovery Program guidelines, funding from the JAG Recovery Program will be

provided to the Broward Sheriff's Office. The Broward Sheriff's Office shall then disperse the funds to the parties in amounts determined by the JAG Recovery Program. For Cities that currently contract with the Broward Sheriff's Office for police services, BSO shall retain the funds for use in the appropriate BSO districts pursuant to the contracts for police services. The grant award to each party is as follows:

<b>SHERIFF OF BROWARD COUNTY</b>	<b>\$ 237,161</b>
<b>CITY OF HALLANDALE BEACH</b>	<b>\$ 169,522</b>
<b>CITY OF FORT LAUDERDALE</b>	<b>\$ 663,572</b>
<b>CITY OF HOLLYWOOD</b>	<b>\$ 329,461</b>
<b>CITY OF MIRAMAR</b>	<b>\$ 230,961</b>
<b>CITY OF LAUDERHILL</b>	<b>\$ 264,217</b>
<b>CITY OF PEMBROKE PINES</b>	<b>\$ 155,853</b>
<b>TOWN OF DAVIE</b>	<b>\$ 130,911</b>
<b>CITY OF SUNRISE</b>	<b>\$ 174,031</b>
<b>CITY OF DANIA BEACH</b>	<b>\$ 111,323</b>
<b>CITY OF DEERFIELD BEACH</b>	<b>\$ 233,074</b>
<b>CITY OF OAKLAND PARK</b>	<b>\$ 208,273</b>
<b>CITY OF POMPANO BEACH</b>	<b>\$ 571,977</b>
<b>CITY OF WILTON MANORS</b>	<b>\$ 34,242</b>
<b>CITY OF WESTON</b>	<b>\$ 44,248</b>
<b>COOPER CITY</b>	<b>\$ 40,443</b>
<b>CITY OF LAUDERHILL</b>	<b>\$ 264,217</b>
<b>CITY OF MARGATE</b>	<b>\$ 84,972</b>
<b>CITY OF PLANTATION</b>	<b>\$ 111,887</b>
<b>CITY OF CORAL SPRINGS</b>	<b>\$ 115,128</b>
<b>CITY OF LAUDERDALE LAKES</b>	<b>\$ 179,104</b>
<b>CITY OF NORTH LAUDERDALE</b>	<b>\$ 133,729</b>
<b>CITY OF PARKLAND</b>	<b>\$ 10,851</b>
<b>CITY OF TAMARAC</b>	<b>\$ 83,986</b>
<b>CITY OF COCONUT CREEK</b>	<b>\$ 44,670</b>

### **III. ADMINISTRATIVE**

Each party shall be responsible for submitting their own application for their individual JAG Recovery Program to the Broward Sheriff's Office. The Broward Sheriff's Office, Grants Management Office, will prepare the single application to include Program Narrative and Budget Narrative, and shall submit the application to the Office of Justice Programs, Bureau of Justice Assistance.

### **IV. DURATION**

This MOU shall remain in effect from October 1, 2009 through September 30, 2012 at 11:59 PM and its continuation shall be subject to the availability of necessary funding from the JAG Recovery Program. This MOU may be modified at any time upon written agreement of all involved agencies.

The participating agencies may withdraw from this agreement at any time by providing a 30 day written notice of its intent to withdraw to all other participating agencies.

**V.**            **LIABILITY**

Each party is entitled to the privileges and protections of sovereign immunity pursuant to Ch. 768.28, Fla. Stat. Pursuant to that section, each party shall be responsible for the negligent acts of their respective employees. Nothing in this MOU shall be construed to create a third-party beneficiary or a waiver of sovereign immunity.

**VI.**            **GUIDELINES**

Each party must adhere to requirement standards set forth in the Office of Justice Programs' *Financial Guide, as amended and Federal OMB Circular A-133*, as applicable.

**VII.**           **RECORDS**

(a) Each Party shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of execution of the MOU, and shall allow SHERIFF access to such records upon request.

(b) Each Party, its employees or agents, shall allow access to its records concerning this MOU at reasonable times to SHERIFF, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not limited to, auditors retained by SHERIFF.

(c) Upon reasonable notice, RECIPIENT shall provide such additional updates or information as may be required by SHERIFF.

**2009 BYRNE JUSTICE ASSISTANCE  
RECOVERY GRANT  
MEMORANDUM OF UNDERSTANDING**

**SHERIFF OF BROWARD COUNTY**

\_\_\_\_\_  
JOHN F. CURRY, Executive Director  
Department of Administration

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

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

By \_\_\_\_\_  
Judith W. Levine, General Counsel  
Office of the General Counsel

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

**2009 BYRNE JUSTICE ASSISTANCE RECOVERY  
GRANT MEMORANDUM OF UNDERSTANDING**

**CITY OF POMPANO BEACH**

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

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

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

By \_\_\_\_\_

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

**RECOVERY ACT:  
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT**

**CITY OF POMPANO BEACH, FLORIDA**

Project Narrative

The City of Pompano Beach and its 104,000 full-time residents is the largest city in Broward County to utilize the law enforcement services of the Broward Sheriff's Office. The district, approximately 22 square miles also has some of the high crime statistics in the county. The district's annual operating budget of approximately \$31.5 million provides for 323 positions including a district, three captains, six lieutenants, 24 sergeants, 209 deputies and other position.

According to City Manager, the City of Pompano Beach is facing uncertain economic times. Due to deteriorating economic conditions in such sectors as housing, retail and jobs, the City is facing a significant budget deficit. As a result, the residents of Pompano Beach will be affected by a sharp reduction in the Broward Sheriff's Office operating budget. The city stands to lose as many as fifteen deputies as a result of budget cuts. While the Broward Sheriff's Office has included a total of nine deputy positions in its C.O.P.S. Hiring Recovery Program application, even if the application is fully funded, the City of Pompano Beach stands to lose a significant number of deputies, which for a high crime area like Pompano Beach would impact public safety.

Therefore the City of Pompano Beach is requesting to utilize the total JAG Recovery allocation of \$571,977 to retain five deputy positions that will be lost beginning October 1, 2009.

Project Budget:

Salaries & Benefits	\$114,395.40 x 5	\$571,977.00
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<b>E. Supplies</b>	<u>          \$          </u>
<b>F. Construction</b>	<b>Unallowable</b>
<b>G. Consultants/Contracts</b>	<u>          \$          </u>
<b>H. Other</b>	<u>          \$          </u>
<b>I. Indirect Costs</b>	<u>          \$          </u>
<b>TOTAL PROJECT COSTS</b>	<u>          \$ 571,977.00          </u>
<b>Federal Request</b>	<u>          \$          </u>
<b>Applicant Funds *</b>	<u>          \$          </u>