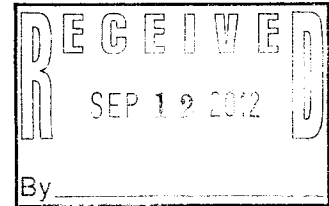


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*Pride in Service with Integrity<sup>SM</sup>*

September 11, 2012



Robert Baldwin  
City Manager  
City of Dania Beach  
100 W. Dania Beach Blvd  
Dania Beach, FL 33004

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

Dear Mr. Baldwin:

Enclosed please find a corrected copy of the Edward Byrne Justice Assistance Local Solicitation Grant Memorandum of Understanding for Fiscal Year 2012.

A correction was made to the Grant amounts quoted for the Cities of Coral Springs, Pompano Beach and Plantation. Additionally, the language in the Term and Termination Section of the MOU was revised to remove ambiguity regarding the terms of the project.

Kindly review the enclosed documents, and execute both signature pages enclosed. Please retain one signature page for your file, and return the other signature page in the enclosed self addressed envelope. If requested, I will provide copies of all signature pages to the parties for their files.

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

**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.**

**City of Dania Beach**

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

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

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 Dania Beach**

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

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

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