

**2016 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 Hollywood	City of Pembroke Pines
City of Coral Springs	City of Lauderdale Lakes	City of Plantation
City of Dania Beach	City of Lauderhill	City of Pompano Beach
Town of Davie	City of Margate	City of Sunrise
City of Deerfield Beach	City of Miramar	City of Tamarac
City of Fort Lauderdale	City of North Lauderdale	
City of Hallandale Beach	City of Oakland Park	

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 2016 Edward Byrne Justice Assistance Grant (JAG) Local Solicitation Grant Program (Award Number 2016-DJ-BX-0574).

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:

Jurisdiction Name	Formula-Based Award	Less 7.23 % Indirect Cost Allocation
Broward Sheriff's Office	\$22,657.00	\$21,018.90
City of Coral Springs	\$17,244.00	\$15,997.26
City of Dania Beach	\$14,306.00	\$13,271.68
Town of Davie	\$24,024.00	\$22,287.06
City of Deerfield Beach	\$26,653.00	\$24,725.99
City of Fort Lauderdale	\$111,972.00	\$103,876.42
City of Hallandale Beach	\$20,776.00	\$19,273.90
City of Hollywood	\$53,976.00	\$50,073.54
City of Lauderdale Lakes	\$24,178.00	\$22,429.93
City of Lauderhill	\$38,845.00	\$36,036.51
City of Margate	\$10,130.00	\$9,397.60
City of Miramar	\$36,860.00	\$34,195.02
City of North Lauderdale	\$15,079.00	\$13,988.79
City of Oakland Park	\$22,116.00	\$20,517.01
City of Pembroke Pines	\$20,363.00	\$18,890.76
City of Plantation	\$23,224.00	\$21,544.90
City of Pompano Beach	\$70,833.00	\$65,711.77
City of Sunrise	\$19,899.00	\$18,460.30
City of Tamarac	\$14,641.00	\$13,582.46
TOTAL	\$587,776.00	Award Less Amount of Indirect Cost \$545,279.80

Term and Termination

1. This MOU shall remain in effect from October 1, 2015 through September 30, 2019, 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 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 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.

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2016 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: _____
Scott J. Israel, Sheriff

Date: _____

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

By: _____
Ronald M. Gunzburger, General Counsel/Exec. Dir.
Office of the General Counsel

Date: _____

2016 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: _____

Printed Name

Title

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

By: _____
City Attorney

Date: _____

“CITY”:

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND** 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

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

**FY2016 City of Pompano Beach, Florida
Budget Worksheet**

Edward Byrne Justice Assistance Grant Program

Describe purpose: The city of Pompano Beach, Florida who contract with the Broward County Sheriff's Office for police services will utilize funds from the 2016 Edward Memorial Byrne Justice Assistance Grant to institute a Youth Offenders Life Outreach (YOLO) Program that provides an efficient and innovative alternative to the arrests of juveniles who commit felony offenses who will be placed in diversionary programs or released from juvenile facilities and placed on conditional release provisions.

A. Personnel **\$36,639.00**

Item	Computation	Cost
OVERTIME	\$68 per hour x 538.81 hours=	\$36,639.08

B. Fringe Benefits **\$21,573.00**

Item	Computation	Cost
FICA	7.65% x \$58,212=	\$4,453.22
RETIREMENT	7.37% x \$58,212=	\$4,290.22
SPECIAL RISK	22.04% x \$58,212=	\$12,829.92

C. Travel **\$00.00**

Item	Computation	Cost
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D. Equipment **\$00.00**

Item	Computation	Cost
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E. Supplies **\$00.00**

Item	Computation	Cost
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F. Construction **\$0.00**

Item	Computation	Cost
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G. Consultants/Contracts **\$0.00**

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H. Other **\$12,621.00**

Item	Computation	Cost
BSO 7.23% Administrative Fee	7.23% x 70,833.00=	\$5,121.23
BSO's Analytical Support & Retention Project		\$7,500.00

I. Indirect Cost **\$00.00**

Item	Computation	Cost
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Total Direct Costs **\$70,833.00**

Budget Summary Page

A. Personnel/Overtime Costs	<u>\$36,639.00</u>
B. Fringe Benefits	<u>\$21,573.00</u>
C. Travel	<u>\$00.00</u>
D. Equipment	<u>\$00.00</u>
E. Supplies	<u>\$00.00</u>
F. Construction	Unallowable
G. Consultants/Contracts	<u>\$00.00</u>
H. Other	<u>\$12,621.00</u>
I. Indirect Costs	<u>\$00.00</u>
TOTAL PROJECT COSTS	<u>\$70,833.00</u>
Federal Request	<u>\$70,833.00</u>
Applicant Funds, if any, to be applied to this project	<u>\$00.00</u>

Budget Narrative:

A. Personnel

2016 JAG funding will be utilized for overtime to allow the tracking of the at risk juveniles. Different departments within the Broward County Sheriff's Office, such as Road Patrol, Criminal Investigations, School Resource Officers, Juvenile Probation Officers, State Attorney's Office and the Public Defender's Office will join forces to provide counseling, mentoring, truancy prevention and other areas where juveniles are involved.

B. Fringe Benefits

Funding will support the standard benefits package covering dental, life/health insurance, and medical coverage.

C. Travel

None

D. Equipment

None

E. Supplies

None

F. Construction

No construction is authorized or anticipated.

G. Consultants/Contracts

No consultants are authorized or anticipated.

H. Other

The Broward Sheriff's Office requests a 7.23% administrative fee to apply for this grant funding and manage all programmatic and grant activities related to administering this award. The city of Pompano Beach has also agreed to contribute \$7,500 to BSO's Analytical Support & Position Retention Project.

I. Indirect Costs

No indirect costs authorized or anticipated.

FY2016 City of Pompano Beach, Florida

Edward Byrne Justice Assistance Grant Program

Broward Sheriff's Office Youth Offenders Life Outreach (YOLO) Program

The Broward Sheriff's Office Youth Offenders Life Outreach (YOLO) Program establishes the guidelines for the agency's efforts to assist juvenile offenders that are in the various juvenile re-entry programs.

The program is designed to provide an efficient and innovative alternative to the arrests of juveniles who commit felony offenses and are placed in diversionary programs or released from juvenile facilities and placed on conditional release provisions. The program operates in conjunction with the Florida Department of Juvenile Justice, Office of the State Attorney and Office of the Public Defender.

Deputies are provided an array of interventions options along with their discretion to offer juvenile offenders and their parents/guardians a tiered approach system. The tiered approach system redirects juvenile offenders from incarceration and uses an arrest as the last resort.

To be eligible to participate in the program, the participant must meet the following criteria:

1. Be a juvenile under the age of 18;
2. Have his/her identity positively established by the deputy;
3. Be in a re-entry program, diversionary program or on conditional release status such as, home detention, probation, electronic monitoring, curfew, etc.

The deputy can determine the juvenile's conditional release status via the Juvenile Justice Information System (JJIS) on the Florida Criminal Justice Network (CJNET) or via the juvenile's assigned Juvenile Probation Officer (JPO). BSO will receive data from DJJ weekly and, using both a GIS Desktop and a Web-based mapping application, visually display the location of juvenile offenders who are on under court supervision for pre-trial release (home detention and/or electronic monitoring), probation, and curfew and conditional release. BSO will transmit maps electronically to its Department of Law Enforcement Districts, specialized commands, and Department of Community Programs for law enforcement purposes, including but not limited to, intelligence gathering, crime prevention, and development of operations plans.

2016 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

CITY of POMPANO BEACH- YOLO PROGRAM

PROGRAM NARRATIVE:

Making the city of Pompano Beach the best place to live, work and visit is a mission that's close to the heart of law enforcement officers assigned to the various communities in Pompano Beach. Pompano Beach is located along the coast of the Atlantic Ocean just north of Ft. Lauderdale. The city had settlers in the area from the mid-1800; however, documents shows the first residents were registered in 1896 as railway employees. In 1908, Pompano Beach was incorporated as a town. It is considered as the second oldest city in Broward County and the fifth oldest in all of South Florida.

The city has undergone a redevelopment process to revitalize its beachfront and historic downtown. As of 2015 census the city's population is 106,105 of which 10% are juveniles. Approximately 3,457 youth live with a single parent who resides in a home led without the presence of a male. This is an alarming number that trickles into current crime statistics involving youth in the city. Currently, juvenile arrests have increased by 12%. These arrests are driving law enforcement administrators in the city of Pompano Beach, to use proactive community policing to intervene as the rates of youth entering into the criminal justice system is staggering. Of particular concern are increases in Aggravated assault/Battery, Carjacking, Carrying a concealed firearm, Narcotics, Grand theft and Robbery offenses that could carry sanctions from 1 year to a lifetime of incarceration. The Department of Juvenile Justice and Juvenile Probation advised that youth committing such felonies are due to peer pressure, unstable/unsupportive households, mental health issues and illegal/illicit substance use. Many of the youth will possibly be adjudicated as delinquents and will lose the ability for self-preservation.

The Department of Justice BYRNE-JAG funding will be utilized to implement a **Youth Offenders Life Outreach (YOLO)** Program to establish guidelines for law enforcement officer's efforts to assist juvenile offenders who volunteer or are court-sanctioned to the various juvenile re-entry programs. **YOLO** is designed to provide an efficient and innovative alternative to the arrest of youth who commit felony offenses and are placed in diversionary programs or released from juvenile facilities and placed on conditional release provisions. Youth are our future and it is imperative that law enforcement be a part of a village that proactively intervenes and directs youth to be productive leaders. The city of Pompano Beach has enlisted community partners to implement the **YOLO** program. **YOLO** partners include Department of Juvenile Justice, State Attorney Office, Juvenile Probation and the School Board of Broward County. All partners are stakeholders in decreasing the rate of youth entering the criminal justice system instead of entering into high school, vocational/trade school, military or college. Partners agree that there is no "magic bullet" or single diversionary program that will change a youth; however, a tiered

program approach will in fact give the youth several options to avoid incarceration and officers will use arrests as a last resort. YOLO's partners will assist with intelligence gathering, crime prevention and strategic planning in the city of Pompano Beach and possibly Broward countywide.

PROJECT GOALS AND OBJECTIVES:

- To reduce the rate youth are entering the criminal justice system by offering **YOLO** program to eligible youth identified via DJJ, SAO and School Board of Broward County
- To reduce the recidivism rate of youth committing felonies in the city of Pompano Beach as youth will actively participate **YOLO** program

PROJECT IDENTIFIERS:

- Crime Prevention
- Community Policing
- Youth Mentoring
- Restorative Justice
- Intervention Program

Although the importance of diversionary programs seems underwhelming, its usefulness plays an essential role in any strategy designed to diminish or decrease the rates of juvenile delinquency. **YOLO** three tiered approach will be implemented as:

TIER 1: HABITUAL OFFENDER TRACKING (H.O.T.)

The H.O.T. Program is tailored to sets positive goals for the juvenile offenders that encounter challenges now that their behaviors have advanced to criminal activity and has resulted in an arrest or placement in a diversionary plan. Therefore, it was essential to establish resources that would assist in breaking barriers and creating opportunities for them. Behavioral changes through interventions and new resources play a key role in reconciliation. The juvenile participants will be given the opportunity to develop an awareness of belonging and empowerment.

TIER 2: GROUNDED

Grounded is collaboration between Road Patrol Deputies, School Resource Officers, Criminal Investigations Detectives, and Crime Suppression Team Detective, Community Engagement Unit and JPO(s) to assist juvenile offenders that have been arrested for numerous felonious activities and placed on some type of conditional release status through the juvenile/criminal justice system. This section of the program is to assure juvenile offenders are meeting their conditional release terms, understand the consequences of them violating their conditional release terms and not re-offend anymore through continuous supervision and

oversight through home visits and curfew checks. The goal is to make the juvenile offenders a productive member of the community again. The supervised home visits, school and curfew checks are to ensure the juvenile offenders take responsibility for their actions and abide by the pre-trial conditions they have agreed to through the courts. Additionally, the juvenile offenders will be encouraged to comply with the pre-trial conditions and made aware of the consequences if they violate their conditional release terms through education.

TIER 3: TRACKING REPEAT ARRESTEES PLAN (TRAP)

TRAP was developed to in an effort to track known juvenile offenders that refuse to adhere to any of the pretrial conditional release provisions and terms. These juvenile offenders are repeatedly arrested for felonious activities. Additionally, some of these juvenile offenders are assembled from confidential informants, known repeat offenders, “Grounded”, “Habitual Offender Tracking” program (HOT) and others juvenile offenders who have failed their previous programs. These juvenile offenders are of high interest to detectives as persons of interest in the crimes involving burglaries and robberies. They are proactively investigated and continuously monitored in order to prevent them from re-offending. However, in this tier of the program there are no warnings or administrative hearings and all violations of pre-trial conditional release provisions and terms are handled through enforcement action. The goal is to stop the juvenile offenders from re-offending, take responsibility for their action or deal with the consequences of enforcement action if they remain out of compliance with the conditional release terms.

Preventing delinquency, according to Peter Greenwood author of Prevention and Intervention Programs for Juvenile Offenders, “not only saves lives from being wasted, but also prevents the onset of adult criminal careers”. The burden of crime on victims and society costs taxpayers billions to arrest, prosecute, incarcerate and treat juvenile offenders. Research further states that community-based programs can successfully divert juvenile offenders from further encounters with the criminal justice system. The city of Pompano Beach’s answer to its current increase in youth crime is the implementation of its Youth Offender’s Life Outreach (YOLO) Program. **YOLO’s** community partners, village and three tiered approach targets youth engaged in delinquent behavior to reprogram their actions so youth can be productive citizens.