

Meeting Date: November 10, 2015

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 AND THE SHERIFF OF BROWARD COUNTY RELATING TO PARTICIPATION IN THE 2015 BYRNE JUSTICE ASSISTANCE GRANT; PROVIDING AN EFFECTIVE DATE.

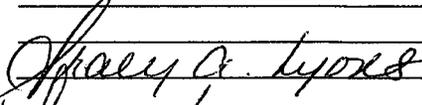
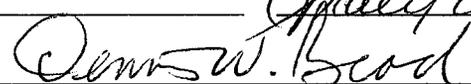
Summary of Purpose and Why:

The City was awarded \$63,996 under the 2015 Byrne Justice Assistance Grant (JAG).

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: Ernesto Reyes/Wayne Adkins Ext. 4601
- (3) Expiration of contract, if applicable: September 30, 2018
- (4) Fiscal impact and source of funding: \$63,996 will be used to combat the synthetic drug epidemic in the City.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Budget	10/29/15	Approve	
City Attorney	11/29/15		
<input checked="" type="checkbox"/> 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	_____	_____	_____
_____	_____	_____	_____



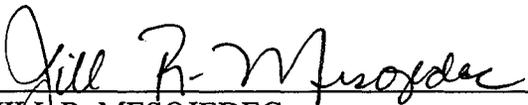
City Attorney's Communication #2016-122
October 28, 2015

TO: Ernesto Reyes, Assistant to the City Manager
FROM: Jill R. Mesojedec, FRP, Paralegal
VIA: Mark E. Berman, City Attorney 
RE: Resolution – FY 2015 Edward Byrne Justice Assistance Grant Memorandum of Understanding

As requested in your memorandum of October 26, 2015, the following form of Resolution, relative to the above-referenced matter, has been prepared and is attached:

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 2015 EDWARD BYRNE JUSTICE ASSISTANCE LOCAL SOLICITATION GRANT PROGRAM; PROVIDING AN EFFECTIVE DATE.

Please attach the appropriate city signature page to the Memorandum of Understanding prior to presenting the resolution to the City Commission.



JILL R. MESOJEDEC

/jrm
l:cor/mgr/atcm/2016-122

Attachment

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 2015 EDWARD BYRNE JUSTICE ASSISTANCE LOCAL SOLICITATION GRANT PROGRAM; 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 2015 Edward Byrne Justice Assistance Local Solicitation Grant Program, 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 _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK



Sheriff Scott Israel

Date: October 22, 2015

JSH15-128

To: Dennis Beach, City Manager
City of Pompano Beach

From: Major John Hale 
Pompano Beach District

Subject: 2015 Edward Byrne Justice Assistance Local Solicitation Grant MOU

Enclosed is the 2015 Edward Byrne JAG MOU for Broward County. We respectfully request you place this on the City Commission Agenda for consideration.

JSH/aaf
Attachments

2015 OCT 23 PM 2:17

**2015 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 Miramar	City of Sunrise
City of Deerfield Beach	City of North Lauderdale	City of Tamarac
City of Fort Lauderdale	City of Oakland Park	
City of Hallandale Beach		

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 2015 Edward Byrne Justice Assistance Grant (JAG) Local Solicitation Grant Program (Award Number 2015-DJ-BX-1021).

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	\$20,828.00	\$19,322.14
City of Coral Springs	\$16,068.00	\$14,906.28
City of Dania Beach	\$13,252.00	\$12,293.88
Town of Davie	\$23,621.00	\$21,913.20
City of Deerfield Beach	\$23,598.00	\$21,891.86
City of Fort Lauderdale	\$104,462.00	\$96,909.40
City of Hallandale Beach	\$20,233.00	\$18,770.15
City of Hollywood	\$46,303.00	\$42,955.29
City of Lauderdale Lakes	\$23,209.00	\$21,530.99
City of Lauderhill	\$38,590.00	\$35,799.94
City of Miramar	\$34,950.00	\$32,423.12
City of North Lauderdale	\$14,511.00	\$13,461.85
City of Oakland Park	\$21,881.00	\$20,299.00
City of Pembroke Pines	\$18,837.00	\$17,475.08
City of Plantation	\$20,165.00	\$18,707.07
City of Pompano Beach	\$63,996.00	\$59,369.09
City of Sunrise	\$17,487.00	\$16,222.69
City of Tamarac	\$12,589.00	\$11,678.82
TOTAL	\$534,580.00	Award Less Amount of Indirect Cost \$495,929.85

Term and Termination

1. This MOU shall remain in effect from October 1, 2014 through September 30, 2018, 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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2015 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
Scott J. Israel, Sheriff

Date: 10/16/15

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

By: [Signature]
Ronald M. Gunzburger, General Counsel
Office of the General Counsel

Date: 10/15/15

2015 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: _____

**2015 EDWARD BYRNE JUSTICE
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BROWARD COUNTY SHERIFF'S OFFICE

By: Scott J. Israel
Scott J. Israel, Sheriff

Date: 10/16/15

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

By: [Signature]
Ronald M. Gunzburger, General Counsel
Office of the General Counsel

Date: 10/15/15

"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 _____, 2015 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

CITY OF POMPANO BEACH

BROWARD SHERIFF'S OFFICE POMPANO BEACH DISTRICT

**Edward Byrne Memorial Justice Assistance Grant Program
FY 2015**



Sheriff Scott Israel

Synthetic Drug Epidemic

SPENDING PLAN

Date: June 4, 2015

CITY OF POMPANO BEACH

BROWARD SHERIFF'S OFFICE POMPANO BEACH DISTRICT

JAG Funds

\$63,996.00

Project Abstract

Broward County, Florida and its 1.8 million residents are being "invaded" by a new drug on the street to the likes of which we have never seen before. A new synthetic drug referred to as "flakka" appears to be as potent and addictive as bath salts, a new recent suggests.¹ Flakka and bath salts are chemically similar. Flakka can cause heart palpitations and aggressive, violent behavior known as Excited Delirium. Use of the drug can affect the kidneys, leading to kidney failure or death. Increases in Flakka use have recently been reported in Florida, Ohio and Texas. The same drug is sold in other parts of the country as "Gravel." While its effects are generally felt for three or four hours, they can continue for days. Police in south Florida have seen a growing number of cases of bizarre and uncontrollable behavior linked to the street drug called flakka, one of the newest chemicals in the booming category of synthetic or designer drugs.² In Florida, Flakka contains alpha-PVP, a substance that provides an instant sense of euphoria, according to Jim Hall of Nova Southeastern University in Fort Lauderdale. The drug also gives a boost in physical strength that is similar to other stimulants, such as Ecstasy and cocaine, he said. Hospitals in South Florida are admitting 20 new patients a day for Flakka abuse, Hall told *Fox News*. "One of the reasons we think alpha-PVP is such a problem is because it is extremely dose-specific, and even just a little dose will give a person the desired effect they want," he said. "Just a little more can create a number of serious adverse effects to the point the user doesn't even know." Flakka, which comes in crystalline rock form, can be snorted, swallowed, injected or vaped in an e-cigarette. While its effects are generally felt for three or four hours, they can continue for days. It is being sold in Florida for \$5 for one-tenth of a gram. "It's cheap like crack cocaine," Hall said. "This is as close as we've come to a crack cocaine problem since 1995 in terms of the severe reactions, low prices, and that it's available to young kids, and even homeless populations are now impacted."³

The Broward Sheriff's Office is committed to combating synthetic drugs hitting our streets within the County. The Local JAG Grant will be to provide resources to address, this epidemic.

¹ Partnership for a Drug-Free Kids

² CBA News, April 2, 2015

³ National Council on Alcoholism & Dependence Inc.

CITY OF POMPANO BEACH

BROWARD SHERIFF'S OFFICE POMPANO BEACH DISTRICT

| The spending plan is specifically designed to provide direct contact with individuals and families affected by synthetic drugs through a comprehensive solution-based initiative. The initiative provides synthetic drug awareness and training for law enforcement. It further provides outreach by law enforcement and non-governmental drug addiction outreach organizations to provide valuable recovery resources and assistance.

CITY OF POMPANO BEACH

BROWARD SHERIFF'S OFFICE POMPANO BEACH DISTRICT

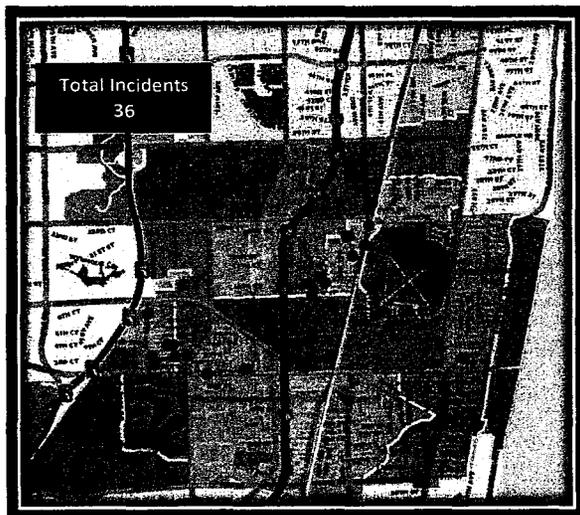
Project Narrative

Problem Identification

Centrally located in Florida's famous Gold Coast, today, Pompano Beach covers over 25 square miles in northern Broward County. The City has over 101,400 residents which raises to over 150,000 during the season, when our part-time residents return to enjoy our number one resource-the sun. Pompano Beach is located on the southeast coast of Florida, midway between Miami and Palm Beach, (approximately 33 miles to both cities). Pompano Beach is in the heart of everything! Minutes from Ft. Lauderdale, Pompano Beach is the third largest of Broward County's 29 municipalities. Conveniently located close to major shopping and attractions, Pompano Beach is only 12 miles from the Ft. Lauderdale / Hollywood International Airport and Port Everglades. Pompano Beach provides the lifestyle of a quiet seaside community with the benefits of a major metropolitan area. However, Pompano Beach has seen a significant increase in synthetic drug incidents as well as crimes committed while under the influence of such Flakka.

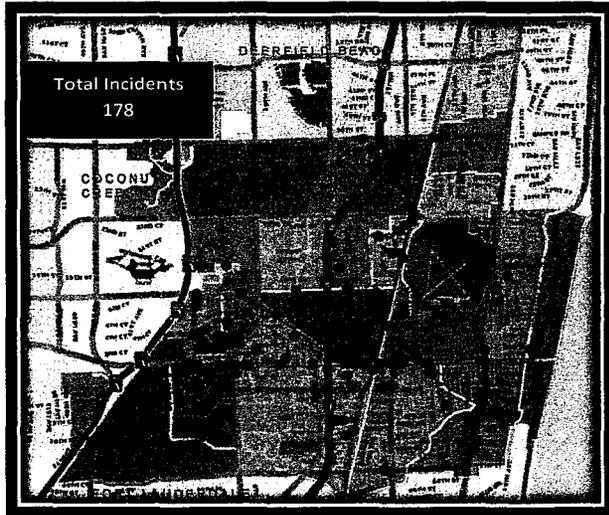
For the period October 1, 2013 through December 31st, 2014, synthetic drugs in the City were almost non-existent or unheard of. The Broward Sheriff's Office's Pompano Beach District reported **36** incidents resulting in **5** arrests.

October 1, 2013 - December 31, 2014 (15-Month Period)



Source: Crimestar/OSSI

January 1, 2015 - May 31, 2015 (5-Month Period)



Source: Crimestar/OSSI

CITY OF POMPANO BEACH

BROWARD SHERIFF'S OFFICE POMPANO BEACH DISTRICT

Our data indicates the epidemic began January 1, 2015. Based on YTD Calendar year 2015, there were a total of 178 incidents during this 5-month period resulting in 49 arrests made. ⁴

Solution-based Initiative

In order for the City of Pompano Beach to undertake a solution-based initiative reaching out to the community, it should begin engaging faith-based institutions, community based organizations and homeowner's associations in awareness and training about Flakka. This training, conducted in conjunction with other outreach partnerships to provide the public and law enforcement training on how best to provide information to the public.

⁴ Crimestar/OSSI

CITY OF POMPANO BEACH

BROWARD SHERIFF'S OFFICE POMPANO BEACH DISTRICT

Project Budget

Total Grant Allocation: **\$63,996.00**

Administrative costs: **- \$4,626.91**

The JALSG allows for the lead agency to take up to 10% of the total award amount to defray the administrative costs of administering the award. For this grant program, the Broward Sheriff's Office has elected to take 7.23% of the award amount for each grantee to cover the costs incurred by the Broward Sheriff's Office to administer the grant.

Total Available Grant to the City: **\$59,369.09**

1. Crime Analyst **- \$7,500.00**

The City of Pompano Beach agrees to support the crime analysis project submitted by the Broward Sheriff's Office, and will allocate \$7,000.00 of our JAG 2015 Local Solicitation award to the project.

2. Overtime for law enforcement and/or support personnel (Includes FICA & Retirement) **- \$38,337.09**

Certified law enforcement officers to conduct overt/covert operations and town hall meetings @ average of \$68.00 hourly wage = 653 hours

3. General Use Supply Funding **- \$9,077.00**

- Printed Training Materials for Law Enforcement personnel
- 500 Law Enforcement Synthetic Drug Test Kits

4. Publication/Marketing **- \$4,455.00**

Brochures and Posters to educate the public to contact BSO to report Synthetic Drug use and drug dealers

Budget Summary – When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds that will support the project.

Budget Category	Federal Request	Non-Federal Amounts	Total
A. Personnel	\$35,959	\$0	\$35,959
B. Fringe Benefits	\$9,878	\$0	\$9,878
C. Travel	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0
E. Supplies	\$13,532	\$0	\$13,532
F. Construction	\$0	\$0	\$0
G. Consultants/Contracts	\$0	\$0	\$0
H. Other	\$0	\$0	\$0
Total Direct Costs	\$59,369	\$0	\$59,369
I. Indirect Costs	\$0	\$0	\$0
TOTAL PROJECT COSTS	\$59,369	\$0	\$59,369

Federal Request	\$59,369
Non-Federal Amount	\$0
Total Project Cost	\$59,369

Public Reporting Burden

Paperwork Reduction Act Notice: Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this application is four (4) hours per application. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write the Office of Justice Programs, Office of the Chief Financial Officer, 810 Seventh Street, NW, Washington, DC 20531; and to the Public Use Reports Project, 1121-0188, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.