

**2022 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 Oakland Park
City of Coral Springs	City of Hollywood	City of Pembroke Pines
City of Dania Beach	City of Lauderdale Lakes	City of Plantation
Town of Davie	City of Lauderhill	City of Pompano Beach
City of Deerfield Beach	City of Miramar	City of Sunrise
City of Fort Lauderdale	City of North Lauderdale	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, Broward County has been selected as through this MOU, to receive the grant funds, administer the program and serve as the fiscal agent for the disbursement of all funds received for the JAG Program; and

WHEREAS, Broward County has entered into a subgrant award agreement with BSO and subrecipients of the 2022 Edward Byrne Justice Assistance Grant. There are various terms and conditions BSO will be requiring the participating agencies to enter a Memorandum of Understanding agreement to properly allow BSO to take the lead in the administration of this grant; and

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 2022 Edward Byrne Justice Assistance Grant (JAG) Local Solicitation Grant Program (Award Number **15PBJA-22-GG-02086-JAGX**).

PROCEDURES

1. Broward County will serve as the 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. On or about September 29, 2023, Broward County has entered into a subgrant award agreement, with BSO which authorizes BSO to serve as the lead agency in administering the grant on behalf of Broward County, through its Addendum to Subgrant Award Agreement Between Broward County and the Sheriff of Broward County for Administration of the FY22 Edward Byrne Memorial Justice Assistance Grant, entered on May 15, 2024.
3. The BSO will enter into a Memorandum of Understanding with participating agencies to allow BSO to provide the administrative services required of Broward County and to facilitate compliance with the required conditions of the Grant.
4. The BSO will monitor implementation, reporting, and payment requests from participating agencies. BSO shall confirm the accuracy of program activities and expenses. Upon review of participating agencies' payment requests, BSO shall forward approved reimbursement requests to Broward County for payment. Broward County will disperse the funds directly to participating agencies.
5. For participating agencies that currently contract with BSO for law enforcement services, the BSO shall pay the payroll expenses and seek reimbursement from the participating agency. The BSO shall invoice the CITY for the cost of the Services incurred and being provided to City pursuant to the Grant Award. The City shall pay the invoice within thirty (30) days of receipt of SHERIFF's invoice. Payment to SHERIFF is not contingent upon COUNTY reimbursement to CITY. BSO acknowledges that Grant funds may not, under any circumstances, be expended prior to October 1, 2021, or after September 30, 2025 ("Eligible Period) or if the Grant term is extended, through the extension date. BSO agrees it will not seek reimbursement of any costs or expenses other than those incurred during the Eligible Period. City shall have no obligation to reimburse BSO for any amounts for costs or expenses not incurred during the Eligible Period.
6. Each party has submitted its own application for their individual JAG Program to the BSO. The BSO Grants Management Office has worked, and will continue to work, in collaboration with Broward County to prepare the single application to include the Program Narrative and Budget Narrative, and Broward County shall submit the application to the Department of Justice.
7. Participating agencies must submit Quarterly Project Performance and financial Reports to BSO within fifteen (15) days after the end of the reporting period. In addition, if the performance period is extended beyond the "original" project period, additional Project Performance and Financial Reports must be submitted.

8. The grant award to each party is as follows:

CITY	AWARD AMOUNT	LESS 7.02% INDIRECT COST	ACTUAL AWARD
Broward Sheriff's Office	\$27,910.00	\$1,959.28	\$25,950.72
City of Coral Springs	\$15,837.00	\$1,111.76	\$14,725.24
City of Dania Beach	\$17,649.00	\$1,238.96	\$16,410.04
Town of Davie	\$22,557.00	\$1,583.50	\$20,973.50
City of Deerfield Beach	\$26,906.00	\$1,888.80	\$25,017.20
City of Fort Lauderdale	\$90,952.00	\$6,384.83	\$84,567.17
City of Hallandale Beach	\$16,590.00	\$1,164.62	\$15,425.38
City of Hollywood	\$37,948.00	\$2,663.95	\$35,284.05
City of Lauderdale Lakes	\$25,568.00	\$1,794.87	\$23,773.13
City of Lauderhill	\$48,905.00	\$3,433.13	\$45,471.87
City of Miramar	\$27,771.00	\$1,949.52	\$25,821.48
City of North Lauderdale	\$18,625.00	\$1,307.48	\$17,317.53
City of Oakland Park	\$23,114.00	\$1,622.60	\$21,491.40
City of Pembroke Pines	\$24,481.00	\$1,718.57	\$22,762.43
City of Plantation	\$18,096.00	\$1,270.34	\$16,825.66
City of Pompano Beach	\$72,856.00	\$5,114.49	\$67,741.51
City of Sunrise	\$15,949.00	\$1,119.62	\$14,829.38
City of Tamarac	\$15,001.00	\$1,053.07	\$13,947.93
Total	\$546,715.00	\$38,379.39	\$508,335.61

*The Broward Sheriff's Office will retain the indirect cost approved by DOJ to cover its administrative costs in acting as the fiscal agent and supplying grant management services under this MOU.

TERM AND TERMINATION

1. This MOU shall remain in effect from October 1, 2021 through September 30, 2025, 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 each party.
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 each party.

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 and/or Broward County 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: (i) 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; and (ii) , the special conditions FY 2022 Edward Byrne Justice Assistance Grant (JAG) Local Solicitation Grant Award issued by DOJ.

RECORDS

1. 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.
2. 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 and/or Broward County access to such records upon request.
3. Each party, its employees or agents, shall allow access to its records concerning this MOU at reasonable times to BSO and/or Broward County, its employees, and agents. The term "agents" shall include, but is not limited to, auditors retained or employed by BSO and/or Broward County. 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.
4. Upon reasonable notice, the participating agency shall provide BSO and/or Broward County with any additional documentation, information, or reports as may be required by BSO and/or Broward County.

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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[SIGNATURE PAGES TO FOLLOW.]**

2022 EDWARD BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF UNDERSTANDING

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

BROWARD COUNTY SHERIFF'S OFFICE

By: _____
Colonel Oscar Llerena, Executive Director
Department of Administration

Date: _____

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

By: _____
Terrence Lynch, General Counsel/Executive Director
Office of the General Counsel

Date: _____

2022 EDWARD BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF UNDERSTANDING

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

CITY OF _____

By:

Authorized Representative

Date: _____

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

By: _____
City Attorney

Date: _____