

**FUNDING AGREEMENT BETWEEN CITY OF POMPANO BEACH AND THE
BROWARD COUNTY SHERIFF FOR 2019 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT PROGRAM**

This Funding Agreement ("Agreement") is made and entered into by and between City of Pompano Beach a local unit of government in the County of Broward and political subdivision of the State of Florida ("City"), and Gregory Tony, as Sheriff of- Broward County, on behalf of the Broward County Sheriff's Office, a Florida constitutional officer for Broward County ("BSO") (collectively referred to as the "Parties").

RECITALS

A. The U.S. Department of Justice ("DOJ") has identified Broward County as a "disparate" County.

B. The DOJ awarded the City of Pompano, as lead agency in the disparate county, a grant in the amount of \$501,886.00 under the FY19 Bureau of Justice Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award Number 2019-DJ-BX-0432, a copy of which is attached and incorporated to this Agreement as Exhibit A ("Grant").

C. The City of Pompano then entered into various agreements with Broward County and municipalities in Broward County to subaward portions of the Grant. A portion of the Grant is intended to fund a proportionate share of a BSO crime analyst position (the "Grant Funded Position") and/or for the City to undertake a certain public safety program (the "Project") as more fully explained and detailed in the BSO Scope of Sub-Award Use attached and incorporated as Exhibit B.

D. City and BSO desire to memorialize the terms under which City will serve as a non-federal pass-through entity to provide the Sub-Award to BSO and BSO's obligations in connection with the Grant.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Board** means the City Commission of City of Pompano Beach.

1.2. **Contract Administrator** means the City's Grants Administration Division Administrator or such other person designated by the City Administrator.

1.3. **City Administrator** means the administrative head of City appointed by the Board.

1.4. **Services** means all services to be performed by BSO under this Agreement, including all obligations imposed by the DOJ upon the Grant Recipient and Sub-Recipients pursuant to the Grant Agreement (Exhibit A) as it pertains to the Grant-Funded Position and/or the Project as

well as all matters described in the BSO Scope of Sub-Award Use (Exhibit B) as it pertains to the Grant Funded Position and/or the Project.

ARTICLE 2. EXHIBITS

Exhibit A	Grant Agreement
Exhibit B	BSO Scope of Sub-Award Use
Exhibit C	Grant Program Budget for City Sub-Award

ARTICLE 3. SCOPE OF SERVICES

BSO shall perform all Services consistent with the terms of this Agreement and the Exhibits incorporated herein as it relates to the Grant-Funded Position. BSO's obligations shall include the requirements outlined in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 200 (together, the "Part 200 Uniform Guidance"). This Agreement is intended to be, and should be construed as, consistent with Part 200 Uniform Guidance.

ARTICLE 4. TERM

The term of this Agreement shall be contemporaneous with the Grant's remaining term which shall expire on September 30, 2024 ("Term"), and if the Grant's terms allow, shall continue thereafter as a month-to-month agreement until the subject funds are expended. The continuation of this Agreement beyond the end of the City fiscal year is subject to the appropriation and availability of necessary funding from the federal Grant.

ARTICLE 5. FUNDING OF SUB-AWARD

5.1. City will provide funding to BSO to utilize for the purposes stated in or incorporated into this Agreement. The maximum amount of reimbursement to BSO for which City may be responsible to BSO under this Agreement is Fifty-One Thousand Six Hundred Fifty Dollars and Forty-Three Cents (\$ 51,650.43), as more specifically described in the Grant Program Budget for City Sub-Award attached as Exhibit C.

5.2. City will reimburse BSO only for authorized Services and activities under the Grant and this Agreement, and only to the extent of funding actually provided to City under the Sub-Award. BSO shall only submit invoices for costs that are reimbursable under the Grant and for expenses that were incurred for purposes permitted under the Grant. City will not reimburse BSO for costs incurred for any purpose other than those specified in the exhibits to this Agreement and the Grant. Failure of BSO to comply with the provisions in this Agreement or the Grant will result in required corrective action up to and including financial consequences and termination. A financial consequence may be imposed by City for BSO's noncompliance in accordance with 2 C.F.R. § 200.338 and this Agreement, including disallowance of project costs and withholding of federal funds.

5.3. BSO provides City with general law enforcement services under a separate written agreement ("General Law Enforcement Services Contract") and the BSO services contained herein are separate and apart and completely distinguishable from the BSO services being provided to the City under the General Law Enforcement Services Contract. The funds identified in section 5.1 herein are in addition to the funds paid by City to BSO under the parties' General Law Enforcement Services Contract.

ARTICLE 6. METHOD OF BILLING AND REIMBURSEMENT

6.1. BSO shall electronically submit one invoice to the City for reimbursement of the proportionate share of the Grant Funded Position (if applicable) immediately after full execution of this Agreement as the services have been incurred and being provided to City.

6.2. BSO acknowledges that Grant funds may not under any circumstances be expended prior to October 1, 2018, or after September 30, 2024 ("Eligible Period") or if the Grant term is extended, through that extended time frame. 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.

6.3. Invoices must be submitted to:

Melody Major
Accounting Clerk III
100 West Atlantic Blvd, Ste 480, Pompano Beach, FL 33060
Email Address: Melody.Major@copbfl.com

ARTICLE 7. SOVEREIGN IMMUNITY; INDEMNIFICATION

To the extent permitted by law, the City and BSO shall each be responsible for its own actions and those of its employees. Nothing herein shall be deemed to waive any immunities granted pursuant to Section 768.28, Florida Statutes.

To the extent permitted by law, each party shall indemnify, defend, and hold the other party, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of the indemnifying party, its employees, agents, servants for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the non-indemnifying party, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of the indemnifying party, its employees, agents, or servants. The Parties shall at all times be entitled to the benefits of sovereign immunity as

provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

ARTICLE 8. FINANCIAL REQUIREMENTS AND RESPONSIBILITIES

BSO shall ensure that all expenditures and cost accounting of funds associated with the Grant and this Agreement shall conform to the Office of Justice Grants Financial Guide, and OMB Uniform Guidance (2 C.F.R. § 200.319), as applicable, in their entirety.

BSO must maintain written procedures for procurement transactions. Procedures must ensure that all solicitations follow 2 C.F.R. § 200.319, "Competition." BSO is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to it. BSO shall have financial management systems in place that are able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system for BSO must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, liabilities for awards, and programs.

All funds spent on this project must be disbursed according to provisions of the Project Budget as approved in the Grant and this Agreement. See Project Budget attached as Exhibit C.

ARTICLE 9. MANAGEMENT AND REPORTING REQUIREMENTS

9.1. Performance: In the event of default, noncompliance, or violation of any provision of this Agreement, and after City gives BSO thirty (30) days to cure said default, noncompliance or violation, City may impose sanctions that are fair and reasonable under the circumstances which may include withholding future payments, cancellation, or termination of this Agreement (collectively referred to herein as Sanctions) in whole or in part. If such cure by BSO does not occur within the thirty (30) day notice period then in such event, City will notify BSO of its decision of the Sanction that will be implemented by City against BSO. If this Agreement is cancelled or terminated pursuant to this section, BSO shall be reimbursed only for those activities satisfactorily completed in compliance with this Agreement prior to the effective date of such sanction.

9.2. Performance Reports: BSO shall provide any additional information reasonably requested by the Contract Administrator, including without limitation any information that may be required for City or BSO to comply with federal reporting requirements.

ARTICLE 10. MONITORING AND AUDITS

10.1. Access to Records: City, the City of Pompano Beach, DOJ, U.S. Comptroller General, or any of their duly authorized representatives, shall have access to books, documents, papers, and records of BSO and BSO's Contractors related to the Grant or this Agreement for the purpose of audit and examination according to the DOJ Grants Financial Guide.

10.2. Property Management: BSO must establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by City or purchased pursuant to this

Agreement consistent with federal property management standards set forth in the DOJ Grants Financial Guide, and Part 200 Uniform Guidance. This obligation continues as long as BSO retains the property, notwithstanding expiration or termination of this Agreement.

10.3. Retention of Records: BSO must maintain all records relating to the Grant for a minimum of five (5) years from the date of the financial statement and such records must be available for audit and public disclosure upon request. Both parties must comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<https://files.floridados.gov/media/706717/g1-sl-june-2023.pdf>

BSO must also comply with State of Florida General Records Schedule GS2 for Criminal Justice Agencies:

<https://files.floridados.gov/media/706718/g2-june-2023.pdf>

10.4. Single Annual Audit

10.4.1. BSO must have a single audit or program-specific audit conducted each year. The audit must be performed in accordance with 2 C.F.R. Part 200, Subpart F, "Audit Requirements," and other applicable federal law. This Agreement must be identified in BSO's Schedule of Federal Financial Assistance in the subject audit. BSO's audit report must identify this Agreement and include the contract number, award amount, contract period, funds received, and funds disbursed.

10.4.2. A complete audit report that covers any portion of the effective dates of this Agreement must be submitted to City within 30 days after completion and must be finalized no later than nine (9) months after the audit period. In order to be complete, the submitted audit report to City must include BSO management's written response to all findings. It must also include management letters, if any, and BSO management's response to the management letters.

10.4.3. Audits must be completed by an Independent Public Accountant ("IPA") and according to Generally Accepted Government Auditing Standards. The IPA must be either a Certified Public Accountant or a Licensed Public Accountant. BSO must procure audit activities according to the Part 200 Uniform Guidance and include clear objectives and scope of the audit in addition to peer review reports to strengthen audit quality and ensure effective use of audit resources.

10.4.4. BSO must promptly follow up and take appropriate corrective action for any findings in the audit report in instances of noncompliance with federal laws and regulations, including but not limited to preparation of a summary schedule of prior audit findings and a corrective action plan. BSO's follow-up audit findings must comply with the requirements in Part 200 Uniform Guidance.

10.4.5. BSO must make copies of the audit available for public inspection and ensure respective parts of the reporting package do not include protected personally identifiable

information. The audit and its supporting records must be made available upon request for a period of three (3) years after the date the audit report is issued.

10.4.6. The Federal Audit Clearinghouse is the repository of record for 2 C.F.R. § 200(F). Audits performed as a result of this requirement must be completed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's reports, or nine (9) months after the end of the audit period. Submission must include required elements described in Appendix X to Part 200 Uniform Guidance on the specified Data Collection Form (Form SF-SAC) and be signed by BSO's chief financial officer or designee.

ARTICLE 11. TERMINATION

11.1. This Agreement may be terminated for cause by City if it identifies a breach by BSO that is not corrected within thirty (30) days after receipt of written notice of default from City. This Agreement may also be terminated for convenience by the Board or by BSO with a thirty (30) day advanced written notice to the other party. Termination for convenience shall be effective on the termination date stated in written notice provided by the terminating party. This Agreement will automatically terminate immediately after written notice of such termination if the Grant or Sub-Award is terminated.

11.2. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

ARTICLE 12. MISCELLANEOUS

12.1. Contract Administrator Authority: The Contract Administrator is authorized to coordinate and communicate with BSO to manage and supervise the performance of this Agreement.

12.2. Public Records. To the extent BSO is acting on behalf of City as stated in Section 119.0701, Florida Statutes, BSO shall:

12.2.1. Keep and maintain public records required by County to perform the services under this Agreement;

12.2.2. Upon request from City, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law. **IF BSO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BSO'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Kervin Alfred, @ Phone number: 954-786-4903, @ e-mail address: Kervin.Alfred@copbfl.com, Address: 100 West Atlantic Blvd. Second Floor, Pompano Beach, FL 330360;**

12.2.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to City; and

12.2.4. Upon completion or termination of this Agreement, transfer to City, at no cost, all public records in possession of BSO or keep and maintain public records required by City to perform the services. If BSO transfers the records to City, BSO shall destroy any duplicate public records that are exempt or confidential and exempt. If BSO keeps and maintains the public records, BSO shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request in a format that is compatible with the information technology systems of City.

A request for public records regarding this Agreement must be made directly to City, which will be responsible for responding to any such public records requests. BSO will provide any requested records to City to enable City to respond to the public records request.

12.3. Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR CITY:

100 West Atlantic Blvd
Attn: Melody Major
Suite 480
Pompano Beach, FL 33060
Email address: Melody.Major@copbfl.com

FOR BSO:

Colonel Oscar Llerena
Executive Director of Administration
Broward Sheriff's Office
2601 West Broward Blvd.
Fort Lauderdale, Florida 33312
Email address: Oscar_Llerena@sheriff.org

and

Norma McGraw
Grants Manager
Broward Sheriff's Office

2601 West Broward Blvd.
Fort Lauderdale, Florida 33312
Email address: Norma_McGraw@sheriff.org

With copies to:

Terrence Lynch, General Counsel
Office of the General Counsel
Broward Sheriff's Office
2601 West Broward Blvd.
Fort Lauderdale, Florida 33312
Email address: Terrence_Lynch@sheriff.org

12.4. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

12.5. Compliance with Laws. Both parties must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

12.6. Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

12.7. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

12.8. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

12.9. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 12 of this Agreement, the provisions contained in Articles 1 through 12 shall prevail and be given effect.

12.10. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, BSO AND CITY HEREBY EACH EXPRESSLY WAIVE ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

12.11. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of City and BSO.

12.12. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

12.13. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

12.14. Counterparts and Multiple Originals. The parties agree that this Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts. Facsimile, scanned and electronic mail copies in "portable document format" (".pdf") form and e-signature/digital signatures are acceptable and shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or e-signature/digital signatures shall be deemed to be their original signatures for all purposes.

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**AGREEMENT BETWEEN CITY OF POMPANO BEACH AND THE BROWARD
COUNTY SHERIFF FOR 2019 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT
PROGRAM**

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement:
City of Pompano Beach, through its BOARD OF CITY COMMISSIONERS,
signing by and through its City Administrator or other authorized agent/representative,
authorized to execute same by Board action and the Sheriff, signing by and through his duly
authorized representative/agent to execute same.

City of Pompano Beach

By See City Signature Page Attached

**AGREEMENT BETWEEN CITY OF POMPANO BEACH AND THE BROWARD
COUNTY SHERIFF FOR 2019 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT
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BSO

Gregory Tony, Sheriff of Broward County

By: _____

Colonel Oscar Llerena

Executive Director-Department of
Administration

____ day of _____, 2023

Approved as to form & legal sufficiency
subject to the execution by the parties

By: _____

Terrence Lynch, General Counsel
Broward Sheriff's Office

“CITY”:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

Date: _____

KERVIN ALFRED
CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN
CITY ATTORNEY