

**EDWARD BYRNE MEMORIAL JUSTICE
ASSISTANCE LOCAL SOLICITATION GRANT FOR FY22
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is being executed by Broward County (“County”) and the following participating agencies (hereinafter “Participating Agencies”):

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

A. County has been identified as a “disparate” county, such that County is permitted to submit a joint application for an allocation on behalf of County and the Participating Agencies.

B. The Participating Agencies have been identified as eligible jurisdictions able to collectively implement the objectives and goals of the FY22 Edward Byrne Memorial Justice Assistance Grant (hereinafter “JAG Grant”).

C. The Participating Agencies formed a working committee and developed a course of action to achieve the goals and objectives of the JAG Grant.

D. County has been selected, through this MOU, to apply for the JAG Grant, administer the program, and serve as the fiscal agent for the disbursement of all funds received for the JAG Grant.

E. This MOU establishes the relationship between the Participating Agencies relating to the JAG Grant Award Number 15PBJA-22-GG-02086-JAGX.

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

1. The above Recitals are true and correct and are incorporated herein by reference.
2. County’s Responsibilities. County will serve as the lead agency and grant administrator for the Participating Agencies for the JAG Grant. Pursuant to the JAG Grant guidelines, funding for the JAG Grant will be provided to County, and County will disperse the funds to the Participating Agencies in the amounts determined by County and submitted to the Department of Justice (“DOJ”).
3. Application Submission. Each Participating Agency is responsible for submitting its own application to County for the JAG Grant, including a program narrative and budget narrative.

County, through its Office of Management and Budget, will submit a single application to the DOJ.

4. Funding. If the JAG Grant is awarded, County will distribute the funds to each Participating Agency in accordance with the JAG Grant and a separate Subgrant Award Agreement (as described in Section 8 below). For Participating Agencies that currently contract with the Broward Sheriff’s Office (“BSO”) for law enforcement services, County shall distribute the funds to the Participating Agency, which the Participating Agency may then distribute to BSO pursuant to any applicable contract(s) for law enforcement services.

5. The proposed award amount payable to each Participating Agency is as follows:

Participating Agency	Proposed Subgrant Award Amount
City of Coral Springs	\$ 14,725
City of Dania Beach	\$ 16,410
Town of Davie	\$ 20,974
City of Hallandale Beach	\$ 15,425
City of North Lauderdale	\$ 17,318
City of Oakland Park	\$ 21,491
City of Plantation	\$ 16,826
City of Sunrise	\$ 14,829
City of Tamarac	\$ 13,948
Broward County	\$ 64,330.11 *
City of Deerfield Beach	\$ 25,017
City of Fort Lauderdale	\$ 84,567
City of Hollywood	\$ 35,284.05
City of Lauderdale Lakes	\$ 23,773
City of Lauderhill	\$ 45,472
City of Miramar	\$ 25,821
City of Pembroke Pines	\$ 22,762
City of Pompano Beach	\$ 67,742
Total Award Amount	\$ 546,715

*The Broward County subgrant award amount includes a 7.02% administrative fee.

6. For the FY22 JAG Grant, County will retain 7.02% (\$38,379.39) of the JAG Grant total award amount for administrative services associated with implementing the JAG Grant.

7. Term and Termination. This MOU shall commence retroactive to October 1, 2021, and end on September 30, 2025. The continuation of this MOU is subject to the availability of necessary funding from the JAG Grant. This MOU may be terminated upon the written consent of all Participating Agencies.

In addition, a Participating Agency may withdraw from this MOU at any time prior to receipt of any JAG Grant funds by providing thirty (30) days written notice of its intent to withdraw to all other Participating Agencies and County. County shall provide prompt notice to the DOJ. Any resulting guidance provided by DOJ shall be communicated to the Participating Agency and adhered to and carried out in a timely manner by all parties. If a Participating Agency effectively withdraws from this MOU, County may reallocate that Participating Agency's funding to another Participating Agency in accordance with the terms of the JAG Grant.

8. Subgrant Award Agreement. For any Participating Agency to receive the funding specified in this MOU, the Participating Agency must enter into a Subgrant Award Agreement between County, as the grant recipient, and the Participating Agency, as the subrecipient, in substantially the form attached as Exhibit A.

9. Compliance with DOJ Requirements. In performing its duties, responsibilities, and obligations pursuant to this MOU, each Participating Agency 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, and all conditions and requirements of the JAG Grant.

10. Public Records. Each Participating Agency understands that all records created as a result of participating in the JAG Grant may be subject to public disclosure pursuant Section 119.07, Florida Statutes. Each Participating Agency shall be responsible for compliance with applicable public records law regarding any public records request seeking records relating to this MOU, including assisting County by providing the responsive records to County upon request; each Participating Agency shall be responsible for any award of attorneys' fees or costs for that Participating Agency's noncompliance with applicable public records law.

11. Access to Records. Each Participating Agency, its employees, and agents shall allow access to its records concerning this MOU at reasonable times as may be requested by County, the DOJ, the U.S. Comptroller General, or any of their duly authorized representatives. The term "reasonable" shall be construed according to the individual facts and circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. Upon reasonable notice, the Participating Agency shall provide County with any additional documentation, information, or reports as may be required by County.

12. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this MOU is effective unless contained in a written document executed with the same or similar formality as this MOU and by duly authorized representatives of County and each Participating Agency.

13. Counterparts and Multiple Originals. This MOU may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this MOU: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 25th day of October, 2022, and the Participating Agencies, signing by and through representatives duly authorized to execute same.

BROWARD COUNTY

BROWARD COUNTY, by and through
its County Administrator

By _____
Monica Cepero

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
De'Anne A. Jackson (Date)
Assistant County Attorney

DAJ/cv
Form JAG MOU
File #615707
11/08/22

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE LOCAL SOLICITATION GRANT FOR FY22
MEMORANDUM OF UNDERSTANDING**

PARTICIPATING AGENCY

CITY OF POMPANO BEACH

ATTEST:

By: _____
CITY MAYOR / CITY MANAGER

CITY CLERK

Print Name

_____ day of _____, 20__

I HEREBY CERTIFY that I have approved this
MOU as to form and legal sufficiency subject
to execution by the parties:

City Attorney