

**2017 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, Broward County has been selected as through this MOU, to receive the grant funds, administer the program and appoint BSO to serve as the fiscal agent for the disbursement of all funds received for the JAG Program; and

WHEREAS, Broward County will enter a formal sub-recipient agreement with BSO with various terms and conditions and BSO will be requiring the participating agencies to enter the same sub-recipient agreement with BSO to properly allow for 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 2017 Edward Byrne Justice Assistance Grant (JAG) Local Solicitation Grant Program (Award Number 2017-DJ-BX-0823).

Procedures

1. Broward County will serve as the lead agency 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. Broward County will enter a sub-recipient grant with BSO to require BSO to administer the grant on behalf of Broward County and BSO will require all participants to enter into a sub-recipient grant with BSO to allow for BSO to properly administer this grant.
3. Broward County shall then disperse the funds to BSO on a reimbursement basis only and BSO will disperse the funds to participate on a reimbursement basis only 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.
4. Each party has submitting 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.

The grant award to each party is as follows:

CITY	AWARD AMOUNT	LESS 8.62% FEE*	ACTUAL AWARD
CORAL SPRINGS	\$16,120.00	\$1,389.54	\$14,730.46
DANIA BEACH	\$12,702.00	\$1,094.91	\$11,607.09
TOWN of DAVIE	\$19,392.00	\$1,671.59	\$17,720.41
DEERFIELD BEACH	\$24,458.00	\$2,108.28	\$22,349.72
FT. LAUDERDALE	\$97,396.00	\$8,395.54	\$89,000.46
HALLANDALE BEACH	\$17,501.00	\$1,508.59	\$15,992.41
HOLLYWOOD	\$50,880.00	\$4,385.86	\$46,494.14
LAUDERDALE LAKES	\$20,943.00	\$1,805.29	\$19,137.71
LAUDERHILL	\$36,287.00	\$3,127.94	\$33,159.06
MIRAMAR	\$32,603.00	\$2,810.38	\$29,792.62
NORTH LAUDERDALE	\$15,441.00	\$1,331.01	\$14,109.99
OAKLAND PARK	\$18,592.00	\$1,602.63	\$16,989.37
PEMBROKE PINES	\$22,349.00	\$1,926.48	\$20,422.52

PLANTATION	\$21,743.00	\$1,874.25	\$19,868.75
POMPANO BEACH	\$63,678.00	\$5,489.04	\$58,188.96
SUNRISE	\$19,053.00	\$1,642.37	\$17,410.63
TAMARAC	\$14,108.00	\$1,216.11	\$12,891.89

*The Broward Sheriff's Office will retain this administrative fee 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, 2016 through September 30, 2020, 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 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 2017 Edward Byrne Justice Assistance Grant (JAG) Local Solicitation Grant Award issued by DOJ (attached hereto and marked as Exhibit A). All participating agencies shall enter into a formal sub-award agreement between BSO as fiscal agent and sub-recipient/sub-grantee and the participating agency as the sub-recipient in a form substantially similar to the form required by Broward County as sub-grantor appointing BSO as fiscal agent and sub-recipient/sub-grantee.

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 and/or Broward County 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 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.
- d. 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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IN WITNESS WHEREOF, the parties executed this instrument on the date(s) shown below.

BROWARD COUNTY SHERIFF'S OFFICE

By: Gregory Tony
Gregory Tony, Sheriff

Date: 5/9/19

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

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

Date: 5/9/19


2017 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


Charlotte Burrie, Acting Mayor

Date: 11/15/18


Gregory P. Harrison, City Manager

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

By: 
City Attorney

Date: 11/20/18

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15 day of November, 2018 by CHARLOTTE BURRIE as Acting Mayor, GREGORY P. HARRISON 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


Jennette Forrester Williams

(Name of Acknowledger Typed, Printed or Stamped)