

**EDWARD BYRNE MEMORIAL JUSTICE
ASSISTANCE LOCAL SOLICITATION GRANT FOR FY21
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 FY21 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-21-GG-01376-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	\$ 15,989
City of Dania Beach	\$ 15,916
Town of Davie	\$ 19,343
City of Hallandale Beach	\$ 15,230
City of North Lauderdale	\$ 17,311
City of Oakland Park	\$ 20,714
City of Plantation	\$ 16,674
City of Sunrise	\$ 14,520
City of Tamarac	\$ 12,953
Broward County	\$ 78,551 *
City of Deerfield Beach	\$ 24,583
City of Fort Lauderdale	\$ 77,765
City of Hollywood	\$ 30,949
City of Lauderdale Lakes	\$ 23,090
City of Lauderhill	\$ 43,730
City of Miramar	\$ 25,832
City of Pembroke Pines	\$ 24,241
City of Pompano Beach	\$ 66,942
Total Award Amount	\$ 544,330

*The Broward County subgrant award amount includes a 10% administrative fee.

6. For the FY21 JAG Grant, County will retain 10% (\$54,433) 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, 2020, and end on September 30, 2024. 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 #615651
11/04/22

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE LOCAL SOLICITATION GRANT FOR FY21
MEMORANDUM OF UNDERSTANDING

PARTICIPATING AGENCY

CITY OF FORT LAUDERDALE

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

BROWARD COUNTY STANDARD SUBGRANT AWARD AGREEMENT

This Broward County Standard Subgrant Award Agreement (“Subgrant Award Agreement”) is made and entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and _____, a [political subdivision of the State of Florida/constitutional officer of Broward County/other] (“Subrecipient”). County and Subrecipient are individually referred to as a “Party” and collectively as the “Parties.”

Recitals

A. County has received a grant award from the Awarding Agency and in the amount specified in the Subgrant Award Details, pursuant to the grant attached as Exhibit A (“Grant”).

B. The Grant permits County to distribute Grant funds to third parties that will implement the Grant as described in the Program Narrative attached as Exhibit B.

C. Subrecipient desires to accept a subgrant from County of funds awarded under the Grant, which shall be utilized by Subrecipient in accordance with the Grant and this Subgrant Award Agreement.

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

1. Recitals. The recitals stated above are true and correct and are incorporated herein by reference.
2. Standard Subgrant Award Terms and Conditions. By signing this Subgrant Award Agreement, Subrecipient represents that it has read the Grant (Exhibit A) and County’s Standard Subgrant Award Terms and Conditions (“Subgrant Award Terms”) (available online at <http://www.broward.org/GrantTerms>) and understands all obligations and requirements of the Grant. The Subgrant Award Terms are incorporated herein as if fully set forth in this Subgrant Award Agreement.
3. Subgrant Award. Subrecipient will implement the program(s) described in Subrecipient’s Program Narrative (Exhibit B) in accordance with this Subgrant Award Agreement and will comply with the provisions stated in the Subgrant Award Details in Section 8. In consideration for Subrecipient’s performance and compliance with this Subgrant Award Agreement, including the Subgrant Award Terms and the Subgrant Award Details, County will provide the Subgrant Award Amount stated in the Subgrant Award Details.
4. Funding. The maximum amount payable to Subrecipient under this Subgrant Award Agreement is the Subgrant Award Amount specified in the Subgrant Award Details and more specifically described in the Subgrant Program Budget attached as Exhibit C. Subrecipient shall invoice County in accordance with the Invoicing Schedule stated in the Subgrant Award Details.

5. Modifications. Subrecipient must submit any proposed modifications to the Program Narrative or the Subgrant Program Budget in writing to County for approval. Subrecipient may not deviate from the Program Narrative or Subgrant Program Budget without prior approval from County (and from the Awarding Agency, if required by the Grant).

6. Reporting Obligations. Subrecipient represents and certifies it has reviewed the requirements in the Grant, the Subgrant Award Details, and the Subgrant Award Terms regarding the documentation, reports, and other information that must be provided by Subrecipient to County (collectively, "Reporting Obligations"). Subrecipient shall strictly comply with all Reporting Obligations, including time being of the essence.

7. Term. The duration of this Subgrant Award Agreement ("Term") shall be the Project Period stated in the Subgrant Award Details, as may be extended by the Awarding Agency.

8. Subgrant Award Details

Grant Program Title	
Federal Award Identification Number	
Subrecipient's Unique Entity Identifier	
Federal Award Date to County	
Federal Award Identification Number ("FAIN")	
Grant Award amount to County	
Subgrant Award Amount	
Amount or percentage of Subgrant Award retained by County for administrative expenses	
Total amount of Grant Funds committed to Subrecipient by County	
Is any portion of the Grant federally funded? (if yes, Subrecipient must comply with federal requirements in the Subgrant Award Terms)	<input type="checkbox"/> No <input type="checkbox"/> Yes: Amount: \$ _____ Awarding Agency: _____
Insurance (only applicable if box is checked).	<input type="checkbox"/> If checked, Subrecipient must maintain insurance coverages in the types and amounts shown in Exhibit D for the duration of the Term.

Is this award for research & development?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Assistance Listings number (the federal program that provided the Grant)	
Subgrant period of performance start and end date (“Project Period”)	
Subrecipient Invoicing Schedule	
Subrecipient’s address and contact information for Notices and payment	
Performance Report requirements	
Additional/Subgrant Award Program Guidelines (if any)	
Subgrant Program Description and Scope of Services Summary	
Additional Subgrant Award Terms (if any)	

IN WITNESS WHEREOF, the Parties hereto have made and executed this Subgrant Award Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the ____ day of _____, 20____, and [Subrecipient], signing by and through its _____, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through its County Administrator

By: _____
County Administrator

____ 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
Short Form Subgrant Agreement
File #641409
10/06/22

BROWARD COUNTY STANDARD SUBGRANT AWARD AGREEMENT

SUBRECIPIENT

By: _____
Authorized Signature

Name & Title

___ day of _____, 2022

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

By: _____
Name (Date)

**Exhibit A
Grant**

EXHIBIT B
Program Narrative

**EXHIBIT C
Subgrant Program Budget**

EXHIBIT D
Minimum Insurance Requirements