

**2016 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 Margate	City of Sunrise
City of Deerfield Beach	City of Miramar	City of Tamarac
City of Fort Lauderdale	City of North Lauderdale	
City of Hallandale Beach	City of Oakland Park	

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

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 2016 Edward Byrne Justice Assistance Grant (JAG) Local Solicitation Grant Program (Award Number 2016-DJ-BX-0574).

Procedures

1. The Broward Sheriff’s Office (BSO) will serve as the lead agency and 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. The BSO shall then disperse the funds 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.
3. Each party shall be responsible for submitting its own application for their individual JAG Program to the Broward Sheriff's Office. The Broward Sheriff's Office, Grants Management Office will prepare the single application to include the Program Narrative and Budget Narrative, and shall submit the application to the Department of Justice.

The grant award to each party is as follows:

Jurisdiction Name	Formula-Based Award	Less 7.23 % Indirect Cost Allocation
Broward Sheriff's Office	\$22,657.00	\$21,018.90
City of Coral Springs	\$17,244.00	\$15,997.26
City of Dania Beach	\$14,306.00	\$ 13,271.68
Town of Davie	\$24,024.00	\$22,287.06
City of Deerfield Beach	\$26,653.00	\$24,725.99
City of Fort Lauderdale	\$111,972.00	\$103,876.42
City of Hallandale Beach	\$20,776.00	\$19,273.90
City of Hollywood	\$53,976.00	\$50,073.54
City of Lauderdale Lakes	\$24,178.00	\$22,429.93
City of Lauderhill	\$38,845.00	\$36,036.51
City of Margate	\$10,130.00	\$9,397.60
City of Miramar	\$36,860.00	\$34,195.02
City of North Lauderdale	\$15,079.00	\$13,988.79
City of Oakland Park	\$22,116.00	\$20,517.01
City of Pembroke Pines	\$20,363.00	\$18,890.76
City of Plantation	\$23,224.00	\$21,544.90
City of Pompano Beach	\$70,833.00	\$65,711.77
City of Sunrise	\$19,899.00	\$18,460.30
City of Tamarac	\$14,641.00	\$13,582.46
TOTAL	\$587,776.00	Award Less Amount of Indirect Cost \$545,279.80

Term and Termination

1. This MOU shall remain in effect from October 1, 2015 through September 30, 2019, 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 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 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.

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 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, its employees, and agents. The term "agents" shall include, but is not limited to, auditors retained or employed by BSO. 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 with any additional documentation, information, or reports as may be required by BSO.

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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2016 EDWARD BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF UNDERSTANDING

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

BROWARD COUNTY SHERIFF'S OFFICE

By: _____
Scott J. Israel, Sheriff

Date: _____

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

By: _____
Ronald M. Gunzburger, General Counsel/Exec. Dir.
Office of the General Counsel

Date: _____

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

CITY OF FORT LAUDERDALE REPRESENTATIVES:

LEE R. FELDMAN DATE _____
CITY MANAGER

[Municipal Seal]

ATTEST:

JEFFREY A. MODARELLI DATE _____
CITY CLERK

By: _____
JOHN P. "JACK" SEILER DATE _____
MAYOR

Approved as to Form:

BRADLEY H. WEISSMAN DATE _____
ASSISTANT CITY ATTORNEY