

**2019 EDWARD BYRNE MEMORIAL 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”):

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

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 Memorial 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 **City of Pompano Beach** has been selected 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 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Local Solicitation Grant Program (Award Number 2019-DJ-BX-0432).

Procedures

1. The **City of Pompano Beach, Florida** 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 the **City of Pompano Beach**.

2. The **City of Pompano Beach** 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, 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 **City of Pompano Beach**. The **City of Pompano Beach**, 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.

Below is the list of awards for each of the eighteen jurisdictions:

2019 EDWARD BYRNE MEMORIAL JAG AWARDS

Jurisdiction Name	Award Amount
Broward County	20,901.60
City of Coral Springs	14,778.00
City of Dania Beach	12,765.60
Town of Davie	15,340.50
City of Deerfield Beach	20,252.70
City of Fort Lauderdale	74,280.60
City of Hallandale Beach	14,540.40
City of Hollywood	36,069.30
City of Lauderdale Lakes	17,937.00
City of Lauderhill	41,002.20
City of Miramar	28,258.20
City of North Lauderdale	14,799.60
City of Oakland Park	15,924.60
City of Pembroke Pines	22,351.50
City of Plantation	15,622.20
City of Pompano Beach	111,378.70
City of Sunrise	15,405.30
City of Tamarac	10,278.00
Total	\$501,886

*

*10% of the \$501,886 grant award will be used for administrative purposes; City of Pompano Beach will receive an administrative fee of 10% (\$50,188.60) for costs associated with implementing 2019 JAG.

Term and Termination

1. This MOU shall remain in effect from October 1, 2018 through September 30, 2022, 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 the **City of Pompano Beach** 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 § 768.28, F. S. 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 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Local Solicitation Grant Award issued by DOJ. All participating agencies shall enter into a formal sub-award agreement between the **City of Pompano Beach** as Sub-award Grantor and the participating agency as the Sub-award Grantee in a form substantially similar to the attached Exhibit 1.

Records

1. 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, § 119.07, F.S., and shall be responsible for compliance with any public records request served upon it and any resultant award of attorney's fees for noncompliance.

2. Each party shall maintain its own respective records and documents associated with the 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 the **City of Pompano Beach** access to such records upon request.

3. Each party, its employees or agents, shall allow access to its records concerning this MOU at reasonable times to the **City of Pompano Beach**, its employees, and agents. The

term “agents” shall include, but is not limited to, auditors retained or employed by the **City of Pompano Beach**. The term “reasonable” shall be construed according to the individual party circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

4. Upon reasonable notice, the participating agency shall provide the **City of Pompano Beach** with any additional documentation, information, or reports as may be required by the **City of Pompano Beach**.

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

(SEAL)

ASCELETA HAMMOND
CITY CLERK

Approved As To Form:

MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by **REX HARDIN** as 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

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

:jrm
5/19/2020
L:agr/finance/2020-726