

**BUREAU OF JUSTICE ASSISTANCE (BJA)
FY2020 Coronavirus Emergency Supplemental Funding Program
MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (MOU) is being executed by the following listed participating agencies (hereinafter "participating agencies"):

- BSO (Broward Sheriff's Office)
- City of Tamarac

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, the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved a grant under the OJP funding award entitled "BJA FY20 Coronavirus Emergency Supplemental Funding Program" to the City of Tamarac, Florida; and

WHEREAS, the participating agencies have been identified as eligible jurisdictions able to collectively implement the objectives and goals of the BJA FY20 Coronavirus Emergency Supplemental Funding Program Grant (hereinafter "CESF"); and

WHEREAS, the participating agencies have formed a working committee and developed a course of action to achieve the goals and objectives of the CESF Program; and

WHEREAS, the City of Tamarac 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 CESF 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 BJA FY20 Coronavirus Emergency Supplemental Funding Program Grant (CESF) (Award Number 2020-VD-BX-1743).

Procedures

1. The City of Tamarac will serve as the lead agency and grant administrator for the agencies in Broward County, Florida participating in the CESF Program. Pursuant to the CESF Program guidelines, funding for the CESF Program will be provided to the City of Tamarac.
2. The City of Tamarac shall then disperse the funds to the parties in the amounts determined by the CESF Program.

3. The grant award to each party is as follows:

AWARD	AGENCY
\$26,045.00	CITY OF TAMARAC
\$10,750.00	BROWARD SHERIFF'S OFFICE
\$36,795.00	TOTAL

Term and Termination

1. This MOU shall remain in effect from January 1, 2020 through January 31, 2022, and its continuation shall be subject to the availability of necessary funding from the CESF 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 act 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 OJP funding award entitled "BJA FY20 Coronavirus Emergency Supplemental Funding Program", 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 the City of Tamarac, its employees, and agents. The term "agents" shall include, but is not limited to, auditors retained or employed by the City of Tamarac. 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 the City of Tamarac with any additional documentation, information, or reports as may be required by the City of Tamarac.

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 execute this instrument on the date(s)
shown below.**

City of Tamarac

By: _____

Approved as to Form:

By: _____

Broward Sheriff's Office

By: _____