

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF GAINESVILLE POLICE DEPARTMENT
AND
THE ALACHUA SHERIFF'S OFFICE
FOR USE OF CERTAIN GRANT FUNDS
2014 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

THIS AGREEMENT is made and entered into this ___ day of _____, 2014, by and between the City of Gainesville Police Department, a law enforcement agency, hereinafter referred to as CITY, and the Alachua County Sheriff, a constitutional officer of Alachua County, hereinafter referred to as SHERIFF.

WITNESSETH:

WHEREAS, the SHERIFF and the CITY are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Alachua County; and

WHEREAS, the Parties were notified of the availability of \$112,087.00 under the FY 14 Justice Assistance Grant Program (JAG); and

WHEREAS, under the requirements of JAG the CITY and SHERIFF must jointly apply for the funds; and

WHEREAS, JAG further requires in such cases for the parties to the application to enter into an Interlocal Agreement to provide for division of funding; and

WHEREAS, the CITY and SHERIFF believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the SHERIFF and CITY agree as follows:

Section 1.

Upon receipt of the \$112,087.00 award, the CITY agrees to provide the SHERIFF a total of \$44,541.00. As this is a reimbursement grant, the SHERIFF agrees to provide documentation for the expenditures that will allow the CITY to request the SHERIFF's portion and then pay that amount to the SHERIFF. Proper documentation will include any copies of contracts, ledgers, purchase orders, invoices, and proof of payments. If any portion of the money is used for personnel dollars, copies of the timesheets, payroll ledgers, and pay stubs are required. Payment is contingent upon recipient of funds from Federal Agency.

Section 2.

The SHERIFF agrees to use \$44,541.00 for the _____.

Section 3.

Each party shall be solely responsible for the negligent or wrongful acts of their employees and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity, the limits of liability, or the provisions of §768.28, Florida Statutes.

Section 4.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 5.

The CITY shall be the coordinating Agency for this A ward. Each party agrees to abide by all requirements, terms and conditions of the JAG award.

Section 6.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 7.

All sub grant recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Office of Justice Programs Financial Guide <http://www.ojp.usdoj.gov/financialguide/>.

Sub recipient must have an adequate accounting system as defined by OJP Financial Guide.

Expenditures are subject to the approved budget line items in the grant application.

Quarterly reports and invoices are due no later than 10 days after each quarter (1/10, 4110, 7110, 10/10). Invoices and quarterly reports are to be mailed to the Gainesville Police Department, ATTN: Grants office, PO Box 1250, Gainesville, FL 32627. The quarterly reports should detail the progress of the project. Reports are due even if there is no progress or expenditures done during the quarter. Sub recipient is subject to programmatic and financial monitoring and site visits at the discretion of the CITY.

Closeout requirements. A final narrative is due no later than 30 days after the close of the grant. All reports, invoices that have not been turned in prior to the close are due no later than 30 days after the close. Any expenditures made after the close will not be reimbursed nor will any invoices received 30 days after the close of the grant.

Record Retention Requirement. You must retain all financial records, supporting documents, statistical records, and all other records pertinent to the award for at least 3 years after receiving notification from the awarding agency that the award has been financially and programatically closed. Access to such records must be accessible upon request.

CITY OF GAINESVILLE

ALACHUA COUNTY SHERIFF'S OFFICE

Russ Blackburn, City Manager

Sadie Darnell, Sheriff

Date: _____

Date: _____

GAINESVILLE POLICE DEPARTMENT

Tony R. Jones, Chief of Police

Date: _____

Approved as to Form and Legality:

Approved as to Form and Legality:

Lee Libby, Assistant City Attorney II

Cynthia M. Weygant, General Counsel

Date: _____

Date: _____