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**MEMORANDUM OF UNDERSTANDING BETWEEN
ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS, ALACHUA COUNTY SHERIFF'S
OFFICE AND THE CITY OF GAINESVILLE POLICE DEPARTMENT FOR USE OF CERTAIN GRANT
FUNDS EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT PROGRAM FY 2020 (JAG)**

THIS AGREEMENT is made and entered into this ___ day of _____ 2020, by and between Alachua County Board of County Commissioners, hereinafter referred to as COUNTY, the Alachua County Sheriff, a Constitutional Officer of Alachua County, hereinafter referred to as SHERIFF, and the City of Gainesville Police Department, a law enforcement agency, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, the COUNTY, 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 COUNTY and CITY, identified as disparate jurisdictions by grant solicitation, are required to submit a joint application for funds; and

WHEREAS, the Parties were notified of the availability of \$106,697 under the Edward Byrne Memorial Justice Assistance Grant Program Solicitation, herein referred to as JAG; and

WHEREAS, COUNTY, CITY and SHERIFF agree that SHERIFF shall be the JAG Grant Applicant; and

WHEREAS, the Parties agree it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, COUNTY, SHERIFF and CITY agree as follows:

Section 1.

The SHERIFF agrees to provide the CITY \$64,073 of JAG funds upon receipt of the award. The CITY agrees that this is a reimbursement grant and will provide documentation for the expenditures that will allow the SHERIFF to request the CITY'S portion and then pay that amount to the CITY. 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 receipt of funds from the federal agency.

Section 2.

The CITY agrees to use \$64,073 for Law Enforcement Equipment, including cameras and associated expenses and NIBRS training, as described in the Budget Detail Worksheet.

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.

57 **Section 5.**

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59 Each party agrees to abide by all requirements, terms and conditions of the JAG award.

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61 **Section 6.**

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

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67 **Section 7.**

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69 All subgrant recipients must comply with the financial and administrative requirements set forth in the
70 current edition of the U.S. Department of Justice, Office of Office of Justice Programs Financial Guide
71 (OJP). Subrecipient must have an adequate accounting system as defined by OJP Financial Guide.
72 Expenditures are subject to the approved budget line items in the grant application. Quarterly reports and
73 invoices are due no later than 10 days after each quarter (1/10, 4/10, 7/10, 10/10). Invoices and quarterly
74 reports are to be mailed to the Alachua County Sheriff's Office, ATTN: A&B, PO Box 5489, Gainesville, FL
75 32627-5489. The quarterly reports should detail the progress of the project. Reports are due even if there
76 is no progress or expenditures during the quarter. Sub recipient is subject to programmatic and financial
77 monitoring and site visits at the discretion of the SHERIFF.

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79 Each party does not have (and is not proposed as a subrecipient under) any pending applications submitted
80 within the last 12 months for federally funded grant or cooperative agreements that request funding to
81 support the same project being proposed in this application to OJP and that would cover any identical cost
82 items outlined in the budget submitted as part of this application.

83

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

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89 Record Retention Requirement. All financial and programmatic records related to this award must be
90 retained for at least three (3) years after receiving notification from the awarding agency that the grant has
91 been financially and programmatically closed. Records shall be made available upon request by the
92 granting agency or the SHERIFF.

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Approved as to Form and Legality

COUNTY ATTORNEY

**ALACHUA COUNTY BOARD OF
COUNTY COMMISSONERS**

MICHELE L. LIEBERMAN
COUNTY MANAGER

DATE

Approved as to Form and Legality

Cynthia M. Weygant 8/19/2020

CYNTHIA M. WEYGANT
GENERAL COUNSEL

ALACHUA COUNTY SHERIFF'S OFFICE

Sadie Darnell

SADIE DARNELL
SHERIFF *Steupp*

8/20/2020

DATE

Approved as to Form and Legality

CITY ATTORNEY

CITY OF GAINESVILLE

LEE FELDMAN
CITY MANAGER

DATE

TONY R. JONES
CHIEF OF POLICE

DATE