

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF GAINESVILLE
AND
THE ALACHUA COUNTY SHERIFF'S OFFICE**

This Memorandum of Understanding (MOU), subject to jurisdictional and other limitations noted herein, is made and entered into this 26th day of MAY, 2005, by the City of Gainesville, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as "CITY" and Stephen M. Oelrich, Sheriff of Alachua County, hereinafter referred to as "SHERIFF."

WITNESSETH:

WHEREAS, the CITY has been selected by the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) to participate in the 2005 Technology Initiative grant program which provides funding for the continued development of technologies and automated systems to assist state and local law enforcement agencies in investigating, responding to, and preventing crime; and

WHEREAS, the CITY is designated to receive grant funds totaling \$246,661.00 from the COPS program to purchase technological equipment to enhance and support its field communications; and

WHEREAS, the CITY has earmarked a portion of the grant funds for the SHERIFF to complete implementation of its Geographic Information System (GIS) crime mapping system as a means to increase communications between law enforcement agencies, and reduce and prevent crime in Alachua County; and

WHEREAS, the SHERIFF has entered into a Memorandum of Understanding with the University of Florida for its contractual components of the program; and

WHEREAS, the CITY and SHERIFF agree to abide by the goals and objectives of the COPS 2005 Technology Initiative Program, and all the stipulations and requirements of the grant award, attached hereto as Exhibit A;

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein, the parties hereto agree as follows:

1. The CITY, upon receipt of an invoice, shall reimburse the SHERIFF an amount not to exceed \$123,331.00 for the cost of the SHERIFF'S Geographic Information System project in the form of the deliverables described in Exhibit B.
2. The SHERIFF shall submit monthly reports to the CITY'S contact person detailing the SHERIFF'S grant funded program activities and expenditures.
3. This MOU shall be governed in accordance with the laws of the State of Florida.
4. This MOU is conditioned upon the availability of funds lawfully appropriated and available for the purpose set out herein. In the event funds to finance this MOU become unavailable, the CITY or SHERIFF may terminate this MOU upon no less than 24 hours notice to the other party, written and delivered by certified mail, return receipt requested, or in person with signed proof of delivery.
5. The parties hereto designate the following as contact persons for the performance of this MOU:

City of Gainesville
Corporal Dan Stout
Gainesville Police Department
Post Office Box 1250
Gainesville, Florida 32602
(352) 334-2365

Alachua County Sheriff's Office
Jessica Throckmorton
Grant Coordinator
Post Office Box 1210
Gainesville, Florida 32602
(352) 367-4053

6. This MOU shall be in full force and effect upon execution by the parties, and shall remain so, unless terminated as provided for herein.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed for the uses and purposes therein expressed on the date first above-written.

CITY OF GAINESVILLE

ALACHUA COUNTY SHERIFF'S OFFICE

By: Barbara Lipscomb 5/17/05
Barbara Lipscomb Date
Interim City Manager

By: Stephen M. Oelrich 26 May 05
Sheriff Stephen M. Oelrich Date

GAINESVILLE POLICE DEPARTMENT

APPROVED AS TO FORM AND LEGALITY

By: Norman Botsford
Chief Norman Botsford Date

By: Cynthia M. Weygant 5/24/05
Cynthia M. Weygant, Date
Sr. Staff Attorney

APPROVED AS TO FORM AND LEGALITY

By: Ronald D. Combs 5.12.05
Ronald D. Combs Date
Sr. Assistant City Attorney