

2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT APPLICATION

AGENCY:

City of Hollywood Police Department
3250 Hollywood Blvd
Hollywood, FL 33021

AGENCY CONTACT PERSON:

Officer Thomas Hughes
Office: 954.967.4321
Email: thughes@hollywoodfl.org

PROJECT TITLE:

Hollywood Police Department Technology Initiative

GOALS:

Reduce violent and property crimes through the continued application of technology to provide and gather real time intelligence for use by detectives and officers in the field.

OBJECTIVES:

1. Expedite the apprehension of violent offenders.
2. Recovery of vehicles reported stolen.
3. Rapid dissemination of information to officers/detectives in the field by sharing criminal intelligence, photos, tag and felonious vehicle information in real time.
4. Increase effectiveness and efficiency of officers/detectives in the field.

PROJECT IDENTIFIERS: must identify at least 3 no more than 10

Top Five 2022 JAG Project Identifiers:

1. Fixed mount License Plate Reader with Three Camera System
2. Computer Hardware/Software
3. Criminal Intelligence Information Systems
4. Case Management Software
5. Geo-mapping/Data Sharing/Linkage

PROJECT ABSTRACT:

The City of Hollywood has made a substantial effort to increase technology driven public safety efforts. As such, the Hollywood Police Department has utilized prior year BYRNE - JAG grant funding to increase the Department's technological capabilities in the field which has led to substantial reductions to a variety of Uniform Crime Reporting Part 1 crimes. In continuing with this focus, the Hollywood Police Department is requesting the use of its 2022 BYRNE - Justice Assistance Grant funds distributed via the City of Pompano Beach to purchase law enforcement technology in the amount of \$37,948. The Department will utilize this grant funding to purchase a fixed mount three camera system license plate reader to be deployed in the field. While this funding globally enhances a number of the Department's technology driven efforts, it will substantially aid the Domestic Violence, Violent Offender and Auto Theft Programs by providing real time data to officers and detectives in the field. Additionally, the grant funded technology may be utilized by crime analysts to input suspect or crime information developed through data analytics to create geo-fencing opportunities within identified geographical locations.

PROGRAM NARRATIVE: include the following information:

Description of the Issues

During previous JAG grant cycles, the Department utilized this funding source to establish technology programs which allow officers/detectives to remotely access information and reporting systems from the field thereby increasing their effectiveness and efficiency while conducting criminal investigations, criminal intelligence gathering and case management. The Department utilizes data-driven proactive policing strategies which emphasize offender intervention along with crime and disorder hot spot intervention to effectively deploy its resources to address crime trends and community concerns. In recent years, the Department has expanded these technology initiatives to include video surveillance and fixed mount license plate reader platforms to further enhance its efforts in addressing violent crime/domestic offenders.

Project Design and Implementation

The City of Hollywood Police Department utilizes its technology program to address intelligence led and problem solving initiatives within the communities we serve. Although the Department's Crime Analysts utilize geospatial and temporal data analytics to effectively allow the Department to practice predictive policing while addressing the majority of Uniform Crime Reporting Part 1 crimes, the Department also utilizes feedback obtained through interactions within the community with both residents and business owners. Often these two methods become intertwined as *hot spots* identified through technology can be overlaid in areas where concerns have been raised by our community. However, shortages in both personnel and budgetary resources often make addressing these concerns problematic. The addition of the technology platforms are therefore utilized as a force multiplier in many areas as they continuously gather and report criminal information, while deterring crime, without the need for additional personnel to be deployed. In continuing with this focus on technology, the Hollywood Police Department is requesting to apply its 2022 BYRNE -

Justice Assistance Grant funds distributed via the City of Pompano Beach towards the purchase law enforcement technology in the amount of \$37,948. The balance of the funding required to complete the project will be funded by the City of Hollywood which it has also done in previous grant cycles. The City of Hollywood has previously utilized grant and law enforcement trust funding to substantially enhance its technology initiatives.

The Department will utilize 2022 JAG grant funding to purchase a fixed mount three camera system license plate reader to be deployed in the field. The Department has developed a public/private agreement with a local business to deploy the fixed mount LPR camera system on private property to capture all vehicular traffic entering the City of Hollywood via one of its major roadways by affixing the system to a pole located in close proximity to the roadway. The LPR system will then provide real time criminal information data to officers/detectives in the area through mobile technology platforms. In addition, criminal investigative information regarding suspect, wanted or felonious vehicles may be uploaded to the LPR system to detect and notify officers/detectives of the vehicle's presence in the area. In addition, this technology has also been used to conduct traffic safety operations targeting drivers with suspended licenses and uninsured motorists. The fixed mount LPR system will be used in conjunction with other mobile technology purchased through previous BRYNE JAG grant cycles. The Department's CCTV Unit is tasked with monitoring mobile technology platforms such as the license plate reader and closed circuit television programs, and will therefore oversee the implementation of this grant purchase. The CCTV Unit will also capture analytical data once the system is installed.

Capabilities and Competencies

While the City of Hollywood Police Department is heavily invested in its youth programming, and frequently works closely with many agencies that deal in juvenile justice matters, this particular technology initiative is not geared specifically towards juvenile offenders. However, as data begins to be gathered, should a correlation between violent crime and youthful offenders be realized the Department would contact the appropriate agencies.

Plan for Collecting the Data Required for Performance Measures

As previously mentioned, the Department's Crime Analysts utilize data analytics to effectively allow the Department to practice predictive policing while addressing the majority of Uniform Crime Reporting Part 1 crimes. Over the last several years, the City of Hollywood has significantly invested in its technology initiatives as a focus in addressing crime. As a result, the City of Hollywood realized an overall reduction of 8% in Part 1 crime for 2017. In 2018, the Department saw an 18% reduction in Part 1 violent crime, and a reduction of 8% in UCR Part 1 crime overall. However, despite these successes, the Department once again saw an increase in motor vehicle thefts. Additionally, in analyzing crime trends, the Department established a correlation between domestic violence offenders and other violent crime which led to the implementation of the Department's Offender Based Domestic Violence Reduction Initiative during 2015. After the implementation of the initiative, the Department partnered with Florida International University to evaluate the effectiveness of the program. The initial findings, published in a national publication, were that the program appeared to be effective as incidents of domestic violence had been reduced. A longer term study is currently also being conducted by Florida International

University. However, due to the initial findings, in 2017 the program was expanded to adapt the offender based approach to all violent offenders identified within the City of Hollywood. Therefore, the Department expects to see continued correlations between reductions in crime and the expansion of its technology initiative.

DISCLOSURE OF HIGH RISK STATUS: INDICATE IF YOU HAVE A HIGH RISK STATUS OR NOT

We are not high risk status.

DISCLOSURE of LOBBYING: NO AGENCY SHOULD BE INVOLVED IN LOBBYING (ADVISE IF YOU ARE OR NOT HERE)

The agency is not involved in lobbying.

DISCLOSURE OF PENDING APPLICATIONS: INDICATE IF YOU HAVE A PENDING APPLICATION FOR THE SAME FUNDING/PROJECT WITH DOJ

None

LOCAL GOVERNING BODY REVIEW: INDICATE WHEN YOU HAVE POSTED FOR CITIZENS INPUT ON RECEIVING DOJ FUNDING ON YOUR WEBSITE, IN CITY HALL OR AT THE POLICE DEPARTMENT BULLETIN BOARD (OR WHEREEVER YOU POST IT). WE WILL NOT BE ABLE TO MEET THE 30 DAY POSTING AS THE DEADLINE TO APPLY IS BEFORE THE 30DAYS. PLEASE FORWARD PROOF THAT THIS INFO WAS POSTED.

The Department continually posts information about the use DOJ JAG funding on its website.. Due to the timing of the application, the item is in the process of being placed on the agenda for an upcoming City of Hollywood, City Commission meeting which will be a public forum. Once the item is approved, the Byrne JAG FY22 will be uploaded as well.

2022 Florida LOCAL JAG ALLOCATIONS

Listed below are all jurisdictions in the state that are eligible for FY 2022 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: <https://www.bja.gov/Jag/pdfs/JAG-Technical-Report.pdf> and current JAG Frequently Asked Questions here: <https://www.bja.gov/Funding/JAGFAQ.pdf>.

Finding your jurisdiction:

- (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
- (2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
- (3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
FL	BROWARD COUNTY	County	\$27,910	
FL	CORAL SPRINGS CITY	Municipal	\$15,837	
FL	DANIA BEACH CITY	Municipal	\$17,649	
FL	DAVIE TOWN	Municipal	\$22,557	
FL	DEERFIELD BEACH CITY	Municipal	\$26,906	
FL	FORT LAUDERDALE CITY	Municipal	\$90,952	
FL	HALLANDALE BEACH CITY	Municipal	\$16,590	
FL	HOLLYWOOD CITY	Municipal	\$37,948	
FL	LAUDERDALE LAKES CITY	Municipal	\$25,568	
FL	LAUDERHILL CITY	Municipal	\$48,905	
FL	MIRAMAR CITY	Municipal	\$27,771	
FL	NORTH LAUDERDALE CITY	Municipal	\$18,625	
FL	OAKLAND PARK CITY	Municipal	\$23,114	
FL	PEMBROKE PINES CITY	Municipal	\$24,481	
FL	PLANTATION CITY	Municipal	\$18,096	
FL	POMPANO BEACH CITY	Municipal	\$72,856	
FL	SUNRISE CITY	Municipal	\$15,949	
FL	TAMARAC CITY	Municipal	\$15,001	\$546,715
FL	LEON COUNTY	County	\$26,767	
FL	TALLAHASSEE CITY	Municipal	\$119,308	\$146,075
FL	PINELLAS COUNTY	County	\$41,907	
FL	ST PETERSBURG CITY	Municipal	\$140,136	\$182,043
FL	ALACHUA COUNTY	County	\$66,443	
FL	ALTAMONTE SPRINGS CITY	Municipal	\$10,679	
FL	AOPKA CITY	Municipal	\$18,709	
FL	BAY COUNTY	County	\$28,049	
FL	BELLE GLADE CITY	Municipal	\$16,478	
FL	BOCA RATON CITY	Municipal	\$16,646	
FL	BOYNTON BEACH CITY	Municipal	\$43,663	
FL	BRADENTON CITY	Municipal	\$29,388	
FL	BREVARD COUNTY	County	\$47,400	
FL	CAPE CORAL CITY	Municipal	\$20,856	
FL	CHARLOTTE COUNTY	County	\$25,903	

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State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
FL	CITRUS COUNTY	County	\$31,061	
FL	CLAY COUNTY	County	\$43,914	
FL	CLEARWATER CITY	Municipal	\$40,122	
FL	COCOA CITY	Municipal	\$14,108	
FL	COLLIER COUNTY	County	\$72,466	
FL	COLUMBIA COUNTY	County	\$12,882	
FL	DAYTONA BEACH CITY	Municipal	\$63,655	
FL	DE LAND CITY	Municipal	\$15,837	
FL	DELRAY BEACH CITY	Municipal	\$31,953	
FL	ESCAMBIA COUNTY	County	\$124,745	
FL	FLAGLER COUNTY	County	\$16,255	
FL	FLORIDA CITY CITY	Municipal	\$28,942	
FL	FORT MYERS CITY	Municipal	\$42,799	
FL	FORT PIERCE CITY	Municipal	\$22,111	
FL	GAINESVILLE CITY	Municipal	\$82,503	
FL	GREENACRES CITY	Municipal	\$11,013	
FL	HENDRY COUNTY	County	\$11,041	
FL	HERNANDO COUNTY	County	\$38,226	
FL	HIALEAH CITY	Municipal	\$41,349	
FL	HIGHLANDS COUNTY	County	\$17,733	
FL	HILLSBOROUGH COUNTY	County	\$152,766	
FL	HOMESTEAD CITY	Municipal	\$55,987	
FL	INDIAN RIVER COUNTY	County	\$18,960	
FL	JACKSONVILLE BEACH CITY	Municipal	\$10,735	
FL	JACKSONVILLE CITY	Municipal	\$493,263	
FL	KISSIMMEE CITY	Municipal	\$27,157	
FL	LAKE CITY	Municipal	\$13,997	
FL	LAKE COUNTY	County	\$39,621	
FL	LAKE WORTH BEACH CITY	Municipal	\$33,124	
FL	LAKELAND CITY	Municipal	\$31,089	
FL	LARGO CITY	Municipal	\$27,408	
FL	LEE COUNTY	County	\$108,043	
FL	LEESBURG CITY	Municipal	\$14,108	
FL	LEVY COUNTY	County	\$38,700	
FL	MADISON COUNTY	County	\$10,400	
FL	MANATEE COUNTY	County	\$116,464	
FL	MARION COUNTY	County	\$87,773	

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State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
FL	MARTIN COUNTY	County	\$26,321	
FL	MELBOURNE CITY	Municipal	\$54,008	
FL	MIAMI BEACH CITY	Municipal	\$66,666	
FL	MIAMI CITY	Municipal	\$236,246	
FL	MIAMI GARDENS CITY	Municipal	\$68,005	
FL	MIAMI-DADE COUNTY	County	\$468,727	
FL	MONROE COUNTY	County	\$15,028	
FL	NASSAU COUNTY	County	\$14,164	
FL	NEW PORT RICHEY CITY	Municipal	\$11,404	
FL	NORTH MIAMI BEACH CITY	Municipal	\$25,652	
FL	NORTH MIAMI CITY	Municipal	\$42,158	
FL	OCALA CITY	Municipal	\$36,554	
FL	OCOOEE CITY	Municipal	\$12,519	
FL	OKALOOSA COUNTY	County	\$42,883	
FL	OKEECHOBEE COUNTY	County	\$14,973	
FL	OPA-LOCKA CITY	Municipal	\$28,970	
FL	ORANGE COUNTY	County	\$397,070	
FL	ORLANDO CITY	Municipal	\$194,143	
FL	ORMOND BEACH CITY	Municipal	\$11,850	
FL	OSCEOLA COUNTY	County	\$58,999	
FL	PALM BAY CITY	Municipal	\$31,451	
FL	PALM BEACH COUNTY	County	\$131,548	
FL	PALM SPRINGS CITY	Municipal	\$16,032	
FL	PANAMA CITY BEACH CITY	Municipal	\$10,428	
FL	PANAMA CITY	Municipal	\$21,330	
FL	PASCO COUNTY	County	\$122,040	
FL	PENSACOLA CITY	Municipal	\$29,778	
FL	PINELLAS PARK CITY	Municipal	\$17,203	
FL	PLANT CITY CITY	Municipal	\$15,252	
FL	POLK COUNTY	County	\$103,108	
FL	PORT ST LUCIE CITY	Municipal	\$21,609	
FL	RIVIERA BEACH CITY	Municipal	\$33,096	
FL	SANFORD CITY	Municipal	\$39,844	
FL	SANTA ROSA COUNTY	County	\$18,542	
FL	SARASOTA CITY	Municipal	\$28,022	
FL	SARASOTA COUNTY	County	\$39,871	
FL	SEMINOLE COUNTY	County	\$39,621	

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State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
FL	ST JOHNS COUNTY	County	\$23,170	
FL	ST LUCIE COUNTY	County	\$23,365	
FL	SUMTER COUNTY	County	\$16,088	
FL	SUWANNEE COUNTY	County	\$11,627	
FL	TAMPA CITY	Municipal	\$148,863	
FL	TITUSVILLE CITY	Municipal	\$26,795	
FL	VOLUSIA COUNTY	County	\$50,132	
FL	WEST PALM BEACH CITY	Municipal	\$76,620	
FL	WINTER GARDEN CITY	Municipal	\$13,634	
FL	WINTER HAVEN CITY	Municipal	\$16,562	
	Local total		\$6,193,328	

**EDWARD BYRNE MEMORIAL JUSTICE
ASSISTANCE LOCAL SOLICITATION GRANT FOR FY ____
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is being executed by Broward County (“County”) and the following participating agencies (hereinafter “Participating Agencies”):

[Add list of cities]

A. County has been identified as a “disparate” county, such that County is permitted to submit a joint application for an allocation on behalf of County and the Participating Agencies.

B. The Participating Agencies have been identified as eligible jurisdictions able to collectively implement the objectives and goals of the FY__ Edward Byrne Memorial Justice Assistance Grant (hereinafter “JAG Grant”).

C. The Participating Agencies formed a working committee and developed a course of action to achieve the goals and objectives of the JAG Grant.

D. County has been selected, through this MOU, to apply for the JAG Grant, administer the program, and serve as the fiscal agent for the disbursement of all funds received for the JAG Grant.

E. This MOU establishes the relationship between the Participating Agencies relating to the JAG Grant Award Number _____.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Participating Agencies agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference.
2. County’s Responsibilities. County will serve as the lead agency and grant administrator for the Participating Agencies for the JAG Grant. Pursuant to the JAG Grant guidelines, funding for the JAG Grant will be provided to County, and County will disperse the funds to the Participating Agencies in the amounts determined by County and submitted to the Department of Justice (“DOJ”).
3. Application Submission. Each Participating Agency is responsible for submitting its own application to County for the JAG Grant, including a program narrative and budget narrative.

County, through its Office of Management and Budget, will submit a single application to the DOJ.

4. Funding. If the JAG Grant is awarded, County will distribute the funds to each Participating Agency in accordance with the JAG Grant and a separate Subgrant Award Agreement (as described in Section 8 below). For Participating Agencies that currently contract with the Broward Sheriff’s Office (“BSO”) for law enforcement services, County shall distribute the funds to the Participating Agency, which the Participating Agency may then distribute to BSO pursuant to any applicable contract(s) for law enforcement services.

5. The proposed award amount payable to each Participating Agency is as follows:

Participating Agency	Proposed Subgrant Award Amount
Total Award Amount	

6. For the FY _____ JAG Grant, County will retain _____% of the JAG Grant total award amount for administrative services associated with implementing the JAG Grant.

7. Term and Termination. This MOU shall commence on _____ and end on _____. The continuation of this MOU is subject to the availability of necessary funding from the JAG Grant. This MOU may be terminated upon the written consent of all Participating Agencies.

In addition, a Participating Agency may withdraw from this MOU at any time prior to receipt of any JAG Grant funds by providing thirty (30) days written notice of its intent to withdraw to all other Participating Agencies and County. County shall provide prompt notice to the DOJ. Any resulting guidance provided by DOJ shall be communicated to the Participating Agency and adhered to and carried out in a timely manner by all parties. If a Participating Agency effectively withdraws from this MOU, County may reallocate that Participating Agency's funding to another Participating Agency in accordance with the terms of the JAG Grant.

8. Subgrant Award Agreement. For any Participating Agency to receive the funding specified in this MOU, the Participating Agency must enter into a Subgrant Award Agreement between County, as the grant recipient, and the Participating Agency, as the subrecipient, in substantially the form attached as Exhibit A.

9. Compliance with DOJ Requirements. In performing its duties, responsibilities, and obligations pursuant to this MOU, each Participating Agency agrees to 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 all conditions and requirements of the JAG Grant.

10. Public Records. Each Participating Agency understands that all records created as a result of participating in the JAG Grant may be subject to public disclosure pursuant Section 119.07, Florida Statutes. Each Participating Agency shall be responsible for compliance with applicable public records law regarding any public records request seeking records relating to this MOU, including assisting County by providing the responsive records to County upon request; each Participating Agency shall be responsible for any award of attorneys' fees or costs for that Participating Agency's noncompliance with applicable public records law.

11. Access to Records. Each Participating Agency, its employees, and agents shall allow access to its records concerning this MOU at reasonable times as may be requested by County, the DOJ, the U.S. Comptroller General, or any of their duly authorized representatives. The term "reasonable" shall be construed according to the individual facts and circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. Upon reasonable notice, the Participating Agency shall provide County with any additional documentation, information, or reports as may be required by County.

12. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this MOU is effective unless contained in a written document executed with the same or similar formality as this MOU and by duly authorized representatives of County and each Participating Agency.

13. Counterparts and Multiple Originals. This MOU may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this MOU: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the ____ day of _____, 20____, and the Participating Agencies, signing by and through representatives duly authorized to execute same.

BROWARD COUNTY

BROWARD COUNTY, by and through
its County Administrator

By _____
Monica Cepero

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
De'Anne A. Jackson (Date)
Assistant County Attorney

DAJ/cv
Form JAG MOU
File #614408
10/06/22

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE LOCAL SOLICITATION GRANT FOR FY _____
MEMORANDUM OF UNDERSTANDING**

CITY

CITY OF _____

ATTEST:

By: _____
CITY MAYOR / CITY MANAGER

CITY CLERK

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved this
MOU as to form and legal sufficiency subject
to execution by the parties:

City Attorney

EXHIBIT A

[Broward County Standard Subgrant Award Agreement to be inserted here]

BROWARD COUNTY STANDARD SUBGRANT AWARD AGREEMENT

This Broward County Standard Subgrant Award Agreement (“Subgrant Award Agreement”) is made and entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and _____, a [political subdivision of the State of Florida/constitutional officer of Broward County/other] (“Subrecipient”). County and Subrecipient are individually referred to as a “Party” and collectively as the “Parties.”

Recitals

A. County has received a grant award from the Awarding Agency and in the amount specified in the Subgrant Award Details, pursuant to the grant attached as Exhibit A (“Grant”).

B. The Grant permits County to distribute Grant funds to third parties that will implement the Grant as described in the Program Narrative attached as Exhibit B.

C. Subrecipient desires to accept a subgrant from County of funds awarded under the Grant, which shall be utilized by Subrecipient in accordance with the Grant and this Subgrant Award Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The recitals stated above are true and correct and are incorporated herein by reference.
2. Standard Subgrant Award Terms and Conditions. By signing this Subgrant Award Agreement, Subrecipient represents that it has read the Grant (Exhibit A) and County’s Standard Subgrant Award Terms and Conditions (“Subgrant Award Terms”) (available online at [INSERT HYPERLINK]) and understands all obligations and requirements of the Grant. The Subgrant Award Terms are incorporated herein as if fully set forth in this Subgrant Award Agreement.
3. Subgrant Award. Subrecipient will implement the program(s) described in Subrecipient’s Program Narrative (Exhibit B) in accordance with this Subgrant Award Agreement and will comply with the provisions stated in the Subgrant Award Details in Section 8. In consideration for Subrecipient’s performance and compliance with this Subgrant Award Agreement, including the Subgrant Award Terms and the Subgrant Award Details, County will provide the Subgrant Award Amount stated in the Subgrant Award Details.
4. Funding. The maximum amount payable to Subrecipient under this Subgrant Award Agreement is the Subgrant Award Amount specified in the Subgrant Award Details and more specifically described in the Subgrant Program Budget attached as Exhibit C. Subrecipient shall invoice County in accordance with the Invoicing Schedule stated in the Subgrant Award Details.

5. Modifications. Subrecipient must submit any proposed modifications to the Program Narrative or the Subgrant Program Budget in writing to County for approval. Subrecipient may not deviate from the Program Narrative or Subgrant Program Budget without prior approval from County (and from the Awarding Agency, if required by the Grant).

6. Reporting Obligations. Subrecipient represents and certifies it has reviewed the requirements in the Grant, the Subgrant Award Details, and the Subgrant Award Terms regarding the documentation, reports, and other information that must be provided by Subrecipient to County (collectively, "Reporting Obligations"). Subrecipient shall strictly comply with all Reporting Obligations, including time being of the essence.

7. Term. The duration of this Subgrant Award Agreement ("Term") shall be the Project Period stated in the Subgrant Award Details, as may be extended by the Awarding Agency.

8. Subgrant Award Details

Grant Program Title	
Federal Award Identification Number	
Subrecipient's Unique Entity Identifier	
Federal Award Date to County	
Federal Award Identification Number ("FAIN")	
Grant Award amount to County	
Subgrant Award Amount	
Amount or percentage of Subgrant Award retained by County for administrative expenses	
Total amount of Grant Funds committed to Subrecipient by County	
Is any portion of the Grant federally funded? (if yes, Subrecipient must comply with federal requirements in the Subgrant Award Terms)	<input type="checkbox"/> No <input type="checkbox"/> Yes: Amount: \$ _____ Awarding Agency: _____
Insurance (only applicable if box is checked).	<input type="checkbox"/> If checked, Subrecipient must maintain insurance coverages in the types and amounts shown in Exhibit D for the duration of the Term.

Is this award for research & development?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Assistance Listings number (the federal program that provided the Grant)	
Subgrant period of performance start and end date (“Project Period”)	
Subrecipient Invoicing Schedule	
Subrecipient’s address and contact information for Notices and payment	
Performance Report requirements	
Additional/Subgrant Award Program Guidelines (if any)	
Subgrant Program Description and Scope of Services Summary	
Additional Subgrant Award Terms (if any)	

IN WITNESS WHEREOF, the Parties hereto have made and executed this Subgrant Award Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the ____ day of _____, 20____, and [Subrecipient], signing by and through its _____, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
County Administrator

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
De'Anne A. Jackson (Date)
Assistant County Attorney

DAJ/cv
Short Form Subgrant Agreement
File #641409
10/06/22

BROWARD COUNTY STANDARD SUBGRANT AWARD AGREEMENT

SUBRECIPIENT

By: _____
Authorized Signature

Name & Title

___ day of _____, 2022

Approved as to form & legal sufficiency
subject to the execution by the parties:

By: _____
Name (Date)

**Exhibit A
Grant**

EXHIBIT B
Program Narrative

EXHIBIT C
Subgrant Program Budget

EXHIBIT D
Minimum Insurance Requirements

BROWARD COUNTY STANDARD SUBGRANT AWARD TERMS AND CONDITIONS

These Standard Subgrant Award Terms and Conditions (“Subgrant Award Terms”) state the terms for subgrant agreements entered into between Broward County (“County”) and the subrecipient identified in the applicable Subgrant Award Agreement (“Subrecipient”) (each a “Party” and collectively referred to as “Parties”).

RECITALS

A. For the applicable Grant, County serves as a pass-through entity, providing certain grant funds to Subrecipient pursuant to the Subgrant Award Agreement.

B. In order to receive Grant funding from County, Subrecipient agrees to comply with these Subgrant Award Terms in addition to all of the relevant requirements and conditions imposed by the Awarding Agency pursuant to the Grant.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

All capitalized terms utilized in the Subgrant Award Agreement shall have the same meanings when used in these Subgrant Award Terms. In addition, the following terms shall have the following meanings:

- 1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.2. **Awarding Agency** means the entity that awards or provides the Grant funding to County for allocation pursuant to the terms of the Grant.
- 1.3. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.4. **Code** means the Broward County Code of Ordinances.
- 1.5. **Contract Administrator** means the Director of the Broward County Office of Management and Budget or their designee.
- 1.6. **Grant** means the grant identified in the “Grant Award Details” section of the Subgrant Award Agreement and/or attached thereto as Exhibit A.
- 1.7. **Grant Funds** means the funding received by County pursuant to the Grant that is allocated to Subrecipient pursuant to the Subgrant Award Agreement.

1.8. **Services** means all activities and services to be performed by Subrecipient under the Subgrant Award Agreement, including all obligations imposed by the Grant upon County, as the Grant recipient, or Subrecipient, as the agency implementing the Grant Program(s).

1.9. **Subgrant Award Agreement** means the subgrant agreement entered into between County and Subrecipient that incorporates these Subgrant Award Terms.

1.10. **Subgrant Program** means the goods or services, including programs, purchases, reimbursements, or other activities, of the Subrecipient that the Grant was provided by the Awarding Authority to fund. The Grant Program may be detailed more specifically in the “Grant Award Details” section of the Subgrant Award Agreement.

ARTICLE 2. SUBGRANT PROGRAM SCOPE

Subgrant Program. Subrecipient will implement the Grant Program stated in the Subgrant Award Agreement and perform all Services required of Subrecipient under the Grant.

ARTICLE 3. GRANT FUNDS

3.1. The Grant Funds shall be utilized by Subrecipient solely in accordance with the Subgrant Award Agreement, these Subgrant Award Terms, and the Grant. The Subgrant Award Amount stated in the Subgrant Award Agreement is the maximum amount payable to Subrecipient.

3.2. Failure of Subrecipient to comply with the provisions in the Subgrant Award Agreement will result in required corrective action, up to and including financial consequences and termination. A financial consequence may be imposed by County for Subrecipient’s noncompliance with these Subgrant Award Terms and/or the Subgrant Award Agreement, or 2 C.F.R. § 200.339 if the Grant is federally funded, including disallowance of Subgrant Program costs and withholding of funds.

ARTICLE 4. METHOD OF BILLING AND REIMBURSEMENT

4.1. Unless otherwise stated in the Subgrant Award Agreement, Subrecipient shall submit invoices only for costs and expenses that are reimbursable under the Grant and that were incurred for purposes permitted under the Grant. County will not reimburse Subrecipient for costs or expenses incurred for any purpose other than those specified the Subgrant Award Agreement. Invoices shall be submitted to County at the address specified in the “Notices” provision using the Reimbursement Request Form provided by County and available at [website]. Invoices must be submitted within the Invoicing Schedule, but only after the Subgrant Program activities for which the invoices are submitted have been completed. All project expenditures requested by Subrecipient for reimbursement must be submitted in sufficient detail for proper pre-audit and post-audit review. Invoices must designate the nature of the Services completed and, as applicable, the personnel, hours, tasks, or other detail as requested by the Contract Administrator. County may, in its sole discretion, disallow and not provide reimbursement to Subrecipient for any amounts invoiced inconsistent with the Invoicing Schedule.

4.2. Subrecipient acknowledges that unless the Project Period for a Grant is modified by the Awarding Agency, County will not provide any portion of the Subgrant Award Amount for any Services performed before or after the Project Period. Subrecipient will not submit an invoice for, and will not seek reimbursement of, any costs or expenses other than those incurred during the Project Period. County shall have no obligation to reimburse Subrecipient for any costs or expenses not incurred during the Project Period. If the Project Period is modified by the Awarding Agency, such modified Project Period shall automatically be incorporated into the Subgrant Award Agreement upon written notice by the Contract Administrator to Subrecipient.

ARTICLE 5. SOVEREIGN IMMUNITY; INDEMNIFICATION

5.1. Nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of the Subgrant Award Agreement or any other contract.

5.2. If Subrecipient contracts with a third party (“Contractor”) for Subgrant Program goods or services, the contract with each such Contractor must include the following provision (the term “Contractor” in the provision may be replaced by the applicable term used in Subrecipient’s agreement for that party):

Contractor shall indemnify, hold harmless, and defend Broward County and all of Broward County’s past, present, and future officers, agents, and employees (collectively, “Indemnified Party”) from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys’ fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this agreement (collectively, a “Claim”). In the event any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from Broward County, defend each Indemnified Party against each such Claim by counsel satisfactory to Broward County or, at Broward County’s option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this agreement. To the extent considered necessary by the Broward County Attorney, any sums due to Contractor under this agreement may be retained until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest.

Notwithstanding Subrecipient’s use of a Contractor, Subrecipient shall remain solely liable to County for performance of all obligations under the Grant, the Subgrant Award Agreement, and these Subgrant Award Terms.

ARTICLE 6. INSURANCE

Subrecipient must comply with any and all applicable insurance requirements stated in the Grant and/or the Subgrant Award Agreement. Upon County's request, Subrecipient shall provide verification of compliance with the applicable insurance requirements.

ARTICLE 7. FINANCIAL REQUIREMENTS AND RESPONSIBILITIES

7.1. Subrecipient shall ensure that all expenditures and cost accounting of Grant Funds fully complies with the Grant.

7.2. Subrecipient must maintain written procedures for procurement transactions relating to the Subgrant Program. Procedures must ensure that all solicitations comply with the requirements of 2 C.F.R. § 200.319, "Competition," if applicable to the Grant.

7.3. Subrecipient is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to it pursuant to the Subgrant Award Agreement. Subrecipient shall have and maintain financial management systems in place that are able to record and report on the receipt, obligation, and expenditure of such funds. An adequate accounting system for Subrecipient must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, liabilities for awards, and programs.

7.4. If the Grant is federally funded, Subrecipient's obligations include the requirements outlined in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented in 2 C.F.R. Part 200 (together, the "Part 200 Uniform Guidance"), as applied to the Grant. The Subgrant Award Agreement for any federally funded Grant is intended to be, and should be construed as, consistent with Part 200 Uniform Guidance, and includes the information required pursuant to 2 C.F.R. Part 200.332.

ARTICLE 8. MANAGEMENT AND REPORTING REQUIREMENTS

8.1. Performance. In the event of Subrecipient's default, noncompliance, or violation of any provision of the Grant, the Subgrant Award Agreement, and/or these Subgrant Award Terms, as determined in the sole discretion of County, County may impose sanctions it deems appropriate, which may include withholding payments or cancellation or termination of the Subgrant Award Agreement in whole or in part. In such event, County will provide written notice to Subrecipient of its decision at least thirty (30) days before the effective date of such sanction. If the sanction includes cancellation or termination of the Subgrant Award Agreement, such notice from County shall include the date by which Subrecipient must cease all Services ("Cessation Date"). If the Subgrant Award Agreement is cancelled or terminated pursuant to this section, Subrecipient shall be reimbursed only for those Services satisfactorily completed in compliance with the Subgrant Award Agreement prior to the Cessation Date, unless otherwise approved in writing by the County Administrator.

8.2. Performance Reports.

8.2.1. Subrecipient must submit project performance reports (“Performance Reports”) as stated in the Subgrant Award Agreement. These reports shall be submitted to the Contract Administrator within the timeframe(s) specified in the Subgrant Award Agreement.

8.2.2. Report Contents. The Performance Reports must include the following: (1) a summary of the goals for the Subgrant Program; (2) the Services performed during the reporting period; (3) the progress to date toward achieving each goal for the Subgrant Program; and (4) a description of any issues that may negatively impact achieving the goals for the Subgrant Program. County may request additional information or modifications to the Performance Report if necessary to comply with any applicable reporting requirements in the Grant, and Subrecipient shall promptly modify and resubmit the Performance Report within the required timeframe for the Performance Reports provided in the Grant Award Details.

8.3. Financial Reports.

8.3.1. Subrecipient must submit financial reports (“Financial Expenditure Reports”) in accordance with the requirements of the Grant. Financial Expenditure Reports must be submitted even when no reimbursement is requested. Financial Expenditure Reports must be electronically signed by Subrecipient and Subrecipient’s chief financial officer or the chief financial officer’s designee. Subrecipient must submit to County any outstanding Financial Expenditure Reports no later than sixty (60) days after the end or termination of the Grant, whichever is earlier.

8.3.2. Subrecipient must also submit a Federal Financial Report (FFR or SF-425) to County if required by the Grant.

8.4. Unless otherwise stated in the Subgrant Award Agreement, all reports required pursuant to this section or the Reporting Obligations must be submitted to the Contract Administrator. After County reviews and approves the reports, County will submit the reports to the Awarding Agency if required by the Grant. Failure to comply with any of the requirements of this article may result in forfeiture of Grant Funds.

ARTICLE 9. MONITORING AND AUDITS

9.1. Access to Records. County, the Awarding Agency, the U.S. Comptroller General (for federally funded Grants), and any of their duly authorized representatives shall have access to books, documents, papers, and records of Subrecipient and Subrecipient’s Contractors related to the Grant or the Subgrant Award Agreement for the purpose of audit and examination. County may unilaterally terminate the Subgrant Award Agreement if Subrecipient or Subrecipient’s Contractor refuses to allow public access to all documents, papers, letters, or other materials made or received in conjunction the Grant and subject to Chapter 119, Florida Statutes, or other

applicable public records law, unless specifically exempted and/or made confidential by Applicable Law.

9.2. Monitoring. Subrecipient must comply with County's grant-monitoring guidelines, protocols, and procedures, and cooperate with County on all grant-monitoring requests, including requests related to desk review, enhanced programmatic desk reviews, site visits, and contract reviews and audits. Subrecipient must provide all documentation deemed necessary by County to complete monitoring of the Grant Funds and verify Subrecipient's expenditures. Further, Subrecipient must abide by deadlines set by County for providing requested documents. Failure of Subrecipient to cooperate with grant-monitoring activities may result in sanctions, including, but not limited to withholding or other restrictions on Subrecipient's access to funds, referral to the County Auditor for audit review, or termination of the Subgrant Award Agreement.

9.3. Property Management. Subrecipient must establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by County or procured with Grant Funds, consistent with any federal property management standards set forth in the Grant. The obligations of this section continue for as long as Subrecipient retains the property, notwithstanding expiration or termination of the Subgrant Award Agreement.

9.4. Retention of Records. Unless a longer period is specified in the Subgrant Award Agreement, Subrecipient must maintain all records relating to the Grant for a minimum of five (5) years after the date of the final financial report. Subrecipient must comply with applicable retention schedules established by Applicable Law, including without limitation the State of Florida General Records Schedule, including, as applicable, GS1-SL for State and Local Government Agencies and/or GS2 for Law Enforcement, Correctional Facilities and District Medical Examiners.

9.5. Single Annual Audit.

9.5.1. Subrecipient must have a single audit or program-specific audit conducted for each fiscal year in which Grant Funds are received or expended. If the Grant is federally funded, the audit must be performed in accordance with 2 C.F.R. Part 200, Subpart F, "Audit Requirements," and other applicable federal law, and the Subgrant Award Agreement must be identified in Subrecipient's schedule of federal financial assistance in the subject audit. Subrecipient's audit report must identify the Subgrant Award Agreement and include the contract number, award amount, contract period, funds received, and funds disbursed.

9.5.2. The complete audit report must be submitted to County within thirty (30) days after completion and must be finalized no later than nine (9) months after the audit period. In order to be complete, the submitted audit report to County must include Subrecipient management's written response to all findings, management letters, if any, and Subrecipient management's response to the management letters, if any.

9.5.3. Audits must be completed by an Independent Public Accountant (“IPA”) and according to Generally Accepted Government Auditing Standards. The IPA must be either a Certified Public Accountant or a Licensed Public Accountant. Subrecipient must procure audit activities according to the Part 200 Uniform Guidance (if Grant is federally funded), and include clear objectives and scope of the audit in addition to peer review reports to strengthen audit quality and ensure effective use of audit resources.

9.5.4. Subrecipient must promptly follow up and take appropriate corrective action for any findings in the audit report in instances of noncompliance with Applicable Law, including but not limited to, preparation of a summary schedule of prior audit findings and a corrective action plan. Subrecipient’s follow-up audit findings must comply with the requirements in Part 200 Uniform Guidance, to the extent applicable.

9.5.5. Subrecipient must make copies of the audit available for public inspection and ensure respective parts of the reporting package do not include protected personally identifiable information. The audit and its supporting records must be made available upon request for a period of three (3) years after the date the audit report is issued. County, in its sole discretion, may extend this records retention period upon written notice to Subrecipient.

9.5.6. If the Grant is closed without audit(s) that include the entirety of Grant Funds received by Subrecipient and the expenditure of all such funds, County reserves the right to recover any disallowed costs identified in an audit completed after such closeout.

9.5.7. If the Grant is federally funded, the Federal Audit Clearinghouse is the repository of record for 2 C.F.R. § 200(F). Audits performed pursuant to 2 C.F.R. § 200(F) must be completed and submitted to the Federal Audit Clearinghouse by thirty (30) calendar days after receipt of the auditor’s reports or nine (9) months after the end of the audit period, whichever is earlier. Such submissions must include required elements described in Appendix X to Part 200 Uniform Guidance on the specified Data Collection Form (Form SF-SAC) and be signed by Subrecipient’s chief financial officer or designee.

ARTICLE 10. TERMINATION

10.1. Termination for Cause. The Subgrant Award Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. The Subgrant Award Agreement may be terminated for cause by County for Subrecipient’s failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in the Subgrant Award Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect invoices or requests for reimbursement.

Termination for cause by County may be made by the County Administrator, the County representative expressly authorized under the Subgrant Award Agreement, or the County

representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates the Subgrant Award Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 10.2 effective thirty (30) days after such notice was provided and Subrecipient shall be eligible for the compensation provided in Section 10.3 as its sole remedy.

10.2. Termination for Convenience; Other Termination. The Subgrant Award Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Subrecipient. Subrecipient acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate the Subgrant Award Agreement for convenience including in the form of County's obligation to provide advance notice to Subrecipient of such termination in accordance with this section. The Subgrant Award Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

10.3. Effect of Termination on Reimbursement. If the Subgrant Award Agreement is terminated by either Party, any reimbursement(s) requested by Subrecipient for Subgrant Program activities properly performed prior to the date of written notice of termination or the Cessation Date, whichever is earlier, shall be reimbursed by County pursuant to the terms of the Subaward Agreement, subject to any right of County to retain any sums otherwise due and payable to Subrecipient. Any Subgrant Program activities or expenditures performed or incurred by Subrecipient after such date shall not be subject to reimbursement by County.

10.4. Notice of termination shall be provided in accordance with the "Notices" section of these Subgrant Award Terms except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice promptly confirmed in writing.

10.5. In addition to any termination rights stated in the Subgrant Award Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

ARTICLE 11. MISCELLANEOUS

11.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Subrecipient to manage and supervise the performance of the Subgrant Award Agreement. In addition to any other authority provided to the Contract Administrator in these Subgrant Award Terms or the Subgrant Award Agreement, the Contract Administrator may approve modifications to the Program Narrative or Program Budget and may execute amendment(s) to the Subgrant Award Agreement that the Contract Administrator deems necessary to effectuate the purpose of the Grant, subject to compliance with the Grant and provided there is no increase in cost to County.

11.2. Public Records. Notwithstanding anything else in the Subgrant Award Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of the Subgrant Award Agreement. If Subrecipient is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Subrecipient shall:

11.2.1. Keep and maintain public records required by County to perform the Services;

11.2.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

11.2.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of the Subgrant Award Agreement and after completion or termination of the Subgrant Award Agreement if the records are not transferred to County; and

11.2.4. Upon expiration of the Term or termination of Subgrant Award Agreement, transfer to County, at no cost, all public records in possession of Subrecipient or keep and maintain public records required by County to perform the services. If Subrecipient transfers the records to County, Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt. If Subrecipient keeps and maintains the public records, Subrecipient shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Subrecipient receives a request for public records regarding the Subgrant Award Agreement or the Services, Subrecipient must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Subrecipient must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Subrecipient contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Subrecipient asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Subrecipient must, simultaneous with the submission of any Restricted Material, provide a sworn affidavit from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Subrecipient must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Subrecipient as Restricted Material, County shall

refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Subrecipient, or the claimed exemption is waived. Any failure by Subrecipient to strictly comply with the requirements of this section shall constitute Subrecipient's waiver of County's obligation to treat the records as Restricted Material.

IF SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE SUBGRANT AWARD AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-357-6348, GRANTS@BROWARD.ORG, 115 SOUTH ANDREWS AVENUE, ROOM 404, FORT LAUDERDALE, FLORIDA 33301.

11.3. Independent Contractor. Subrecipient is an independent contractor of County, and nothing in the Subgrant Award Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In performing Services, neither Subrecipient nor its agents shall act as officers, employees, or agents of County. Subrecipient shall not have the right to bind County to any obligation not expressly undertaken by County under the Subgrant Award Agreement.

11.4. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under the Subgrant Award Agreement is as a Party and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from the Subgrant Award Agreement and shall not be attributable in any manner to County as a Party to the Subgrant Award Agreement.

11.5. Third-Party Beneficiaries. Neither Subrecipient nor County intends to directly or substantially benefit a third party by the Subgrant Award Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to the Subgrant Award Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon the Subgrant Award Agreement.

11.6. Notice and Payment Address. Unless otherwise stated in the Subgrant Award Agreement, for notice to a Party to be effective, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Notice and payment to Subrecipient shall be made to the address shown for Subrecipient in the Subaward Grant Agreement. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Office of Management and Budget
115 South Andrews Avenue, Suite 404

11.7. Assignment. The Subgrant Award Agreement may not be assigned, transferred, or encumbered by Subrecipient without the prior written consent of County, which may be withheld in its sole discretion. Any assignment, transfer, or encumbrance in violation of this section shall be void and ineffective, constitute a breach of the Subgrant Award Agreement, and permit County to immediately terminate the Subgrant Award Agreement, in addition to any other remedies available to County at law or in equity.

11.8. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth is substantial and important to the formation of the Subgrant Award Agreement, and each is, therefore, a material term. County's failure to enforce any provision of the Subgrant Award Agreement shall not be deemed a waiver of such provision or modification of the Subgrant Award Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the Subgrant Award Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.9. Compliance with Laws. Subrecipient and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of the Grant.

11.10. Severability. If any part of the Subgrant Award Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from the Subgrant Award Agreement and the balance of the Subgrant Award Agreement shall remain in full force and effect.

11.11. Joint Preparation. The Subgrant Award Agreement shall not be construed more strictly against either Party.

11.12. Interpretation. The titles and headings contained in the Subgrant Award Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of the Subgrant Grant Award Agreement. All personal pronouns used in the Subgrant Award Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to the Subgrant Award Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

11.13. Priority of Provisions. Unless expressly specified in the Subgrant Award Agreement, if there is a conflict or inconsistency between any term, statement, requirement, or provision of

any document or exhibit attached to, referenced by, or incorporated in the Subgrant Award Agreement and any provision of the articles of these Subgrant Award Terms, the provisions contained in Sections 1-8 of the Subgrant Award Agreement prevail and will be given effect.

11.14. Law, Jurisdiction, Venue, Waiver of Jury Trial. The Subgrant Award Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with the Subgrant Award Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with the Subgrant Award Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THE SUBGRANT AWARD AGREEMENT.**

11.15. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of the Subgrant Award Agreement is effective unless contained in a written document executed with the same or similar formality as the Subgrant Award Agreement and by duly authorized representatives of County and Subrecipient.

11.16. Prior Agreements. Unless otherwise stated in the Subgrant Award Agreement, the Subgrant Award Agreement represents the final and complete understanding of the Parties regarding the Grant and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the Grant are contained herein.

11.17. Payable Interest

11.17.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Subrecipient for any reason, whether as prejudgment interest or for any other purpose, and Subrecipient waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with the Subgrant Award Agreement.

11.17.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under the Subgrant Award Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.18. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in these Subgrant Award Terms by reference.

11.19. Counterparts and Multiple Originals. The Subgrant Award Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or

electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.20. Use of County Name or Logo. Subrecipient shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

11.21. Time of the Essence. Time is of the essence for Subrecipient's performance of all obligations under the Subgrant Award Agreement and these Subgrant Award Terms.

DAJ/cv
Subgrant Award Terms and Conditions
File #641410
10/06/22