

1 MEMORANDUM OF UNDERSTANDING BETWEEN  
2 ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS, ALACHUA COUNTY SHERIFF'S  
3 OFFICE AND THE CITY OF GAINESVILLE FOR USE OF CERTAIN GRANT FUNDS  
4 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE  
5 GRANT PROGRAM FY 2024 (JAG)  
6

7 **THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_ 2025, by and between Alachua  
8 County Board of County Commissioners, hereinafter referred to as COUNTY, the Alachua County Sheriff,  
9 a Constitutional Officer of Alachua County, hereinafter referred to as SHERIFF, and the City of Gainesville,  
10 hereinafter referred to as CITY.

11 **WITNESSETH:**

12 **WHEREAS**, the COUNTY, the SHERIFF, and the CITY are authorized by §163.01, Florida Statutes, to  
13 enter into Interlocal agreements to cooperatively and efficiently use their powers to provide public services  
14 that will advance the general health, safety and welfare of the citizens of Alachua County; and  
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16 **WHEREAS**, the COUNTY and CITY, identified as disparate jurisdictions by grant solicitation, are required  
17 to submit a joint application for funds; and  
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19 **WHEREAS**, the Parties were notified of the availability of \$107,752 under the Edward Byrne Memorial  
20 Justice Assistance Grant Program Solicitation, herein referred to as JAG; and  
21

22 **WHEREAS**, COUNTY, CITY and SHERIFF agree that CITY shall be the JAG Grant Applicant; and  
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24 **WHEREAS**, the Parties agree it to be in their best interests to reallocate the JAG funds.  
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26 **NOW THEREFORE, COUNTY, SHERIFF and CITY agree as follows:**  
27

28 **Section 1.**  
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30 The CITY agrees to provide the SHERIFF \$27,622 of JAG funds upon receipt of the award. The SHERIFF  
31 agrees that this is a reimbursement grant and will provide documentation for the expenditures that will allow  
32 the CITY to request the COUNTY'S portion and then pay that amount to the SHERIFF. Proper  
33 documentation will include any copies of contracts, ledgers, purchase orders, invoices and proof of  
34 payments. If any portion of the money is used for personnel dollars, copies of the timesheets, payroll  
35 ledgers, and pay stubs are required. Payment is contingent upon receipt of funds from the federal agency.  
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39 **Section 2.**  
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41 The SHERIFF agrees to use \$27,622 for Law Enforcement Equipment, including helmets, as described in  
42 the Budget Detail Worksheet.  
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44 **Section 3.**  
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46 Each party shall be solely responsible for the negligent or wrongful acts of their employees and agents.  
47 Nothing contained herein shall constitute a waiver by either party of its sovereign immunity, the limits of  
48 liability, or the provisions of §768.28, Florida Statutes.  
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50 **Section 4.**  
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52 The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.  
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57 **Section 5.**

58 Each party agrees to abide by all requirements, terms and conditions of the JAG award.  
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60 **Section 6.**

61 By entering into this Agreement, the parties do not intend to create any obligations express or implied other  
62 than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory  
63 hereto.  
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65 **Section 7.**

66 All subgrant recipients must comply with the financial and administrative requirements set forth in the  
67 current edition of the U.S. Department of Justice, Office of Office of Justice Programs Financial Guide  
68 (OJP). Subrecipient must have an adequate accounting system as defined by OJP Financial Guide.  
69 Expenditures are subject to the approved budget line items in the grant application. Quarterly reports and  
70 invoices are due no later than 10 days after each quarter (1/10, 4/10, 7/10, 10/10). Invoices and quarterly  
71 reports are to be sent to: DG\_GPD\_Fiscal@cityofgainesville.org. The quarterly reports should detail the  
72 progress of the project. Reports are due even if there is no progress or expenditures during the quarter.  
73 Sub recipient is subject to programmatic and financial monitoring and site visits at the discretion of the  
74 CITY.  
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76 Each party does not have (and is not proposed as a subrecipient under) any pending applications submitted  
77 within the last 12 months for federally funded grant or cooperative agreements that request funding to  
78 support the same project being proposed in this application to OJP and that would cover any identical cost  
79 items outlined in the budget submitted as part of this application.  
80

81 **Closeout requirements.** A final narrative is due no later than 30 days after the close of the grant. All  
82 reports, invoices that have not been turned in prior to the close are due no later than 30 days after the  
83 close. Any expenditures made after the close will not be reimbursed nor will any invoices received 30 days  
84 after the close of the grant.  
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86 **Record Retention Requirement.** All financial and programmatic records related to this award must be  
87 retained for at least three (3) years after receiving notification from the awarding agency that the grant has  
88 been financially and programmatically closed. Records shall be made available upon request by the  
89 granting agency or the CITY.  
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91 **Section 8.**

92 **Verification of Employees.** The Parties to this agreement shall comply with all applicable requirements of  
93 Section 448.095, Florida Statutes, including but not limited to: 1) the Parties shall register with and use the  
94 U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new  
95 employees of the Contractor during the term of this Agreement; and 2) the Parties shall expressly  
96 require any subcontractors performing work or providing services pursuant to this Agreement to likewise  
97 register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work  
98 authorization status of all new employees of the subcontractor during the term of this Agreement. Section  
99 448.095, Florida Statutes, states the statute must be construed in a manner that is fully consistent with any  
100 applicable federal laws or regulations, and therefore this section does not apply to this Agreement to the  
101 extent that this section would be inconsistent with any federal laws or regulations that are applicable to this  
102 Agreement.  
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111 IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and year  
112 below written.

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**ALACHUA COUNTY BOARD OF  
COUNTY COMMISSIONERS**

*Approved as to Form and Legality*

\_\_\_\_\_  
COUNTY ATTORNEY

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MICHELE L. LIEBERMAN  
COUNTY MANAGER

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\_\_\_\_\_  
DATE

**ALACHUA COUNTY SHERIFF'S OFFICE**

*Approved as to Form and Legality*

\_\_\_\_\_  
GENERAL COUNSEL

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CHAD D. SCOTT  
SHERIFF

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DATE

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**CITY OF GAINESVILLE**

*Approved as to Form and Legality*

\_\_\_\_\_  
CITY ATTORNEY

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CYNTHIA W. CURRY  
CITY MANAGER

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DATE

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NELSON MOYA  
CHIEF OF POLICE

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DATE