
**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF ST. PETERSBURG
THE PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE PINELLAS COUNTY SHERIFF'S OFFICE**

**RE: U.S. DEPARTMENT OF JUSTICE
EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2023 LOCAL SOLICITATION
CFDA#16.738**

THIS AGREEMENT is made and entered into by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", the **CITY OF ST. PETERSBURG**, a political subdivision of the State of Florida hereinafter referred to as the "CITY", and the **PINELLAS COUNTY SHERIFF'S OFFICE**, hereinafter referred to as "PCSO". This Agreement shall become effective upon the execution hereof by each of the parties hereto.

WITNESSETH:

WHEREAS, the COUNTY, CITY, and PCSO desire to enter into a Memorandum of Understanding to submit a joint application for the U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant, the grant is hereinafter referred to as "JAG"; and

WHEREAS, the COUNTY, CITY, and PCSO intend this Agreement to comply with JAG Program requirements including the Department of Justice Grants Financial Guide and 2 C.F.R. Part 200; and

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

1. Terms

- a. The CITY and the COUNTY are units of local government appearing on the *FY2023 Units of Local Government* list established by the United States Department of Justice, Bureau of Justice Statistics (BJS) as being eligible to apply for JAG funds.
- b. BJS has determined that the CITY and the COUNTY have a disparate allocation of JAG funds in that the CITY is scheduled to receive at least one and one half times more than the COUNTY, while the COUNTY bears more than 50% of the costs of incarceration and court security that arise for Part I violent crimes reported by the CITY.
- c. As a result of the disparate jurisdiction certification, the CITY and the COUNTY will submit a joint application for the aggregate of JAG funds (\$200,925.00). The parties have agreed to allocate \$100,462.50 each to the CITY and COUNTY's law enforcement agencies. The proposed project includes crime prevention activities as well as law enforcement initiatives.
- d. The term of this Agreement is consistent with the term of the JAG project and budget period.

2. Grant Roles

- a. This project shall be undertaken and accomplished in accordance with the terms and conditions specified herein and the Appendices named below are incorporated herein by reference: **Appendix A** the Grant Application including the Project Budget that will be attached hereto upon completion and **Appendix B** the Notice of Grant Award that will be attached hereto upon receipt from BJS.
- b. COUNTY is the Pass-Through Entity for JAG.

c. COUNTY designates PCSO as the Fiscal Agent for JAG.

- i. As the Fiscal Agent, PCSO will submit all application, programmatic, and fiscal information required by BJS in accordance with conditions in the Appendices attached hereto.
- ii. PCSO will complete risk assessments and oversee monitoring of sub-awards and contracts that expend JAG funds, including the CITY, on behalf of the COUNTY as required by 2 CFR Part 200 and detailed in this Agreement

d. CITY is a subrecipient of JAG funding.

- i. The CITY through its designee (St. Petersburg Police Department) shall submit to PCSO all fiscal and programmatic information required to receive JAG funding and remain in compliance with JAG conditions detailed in the Appendices attached hereto.

3. Specific Grant Information.

- a. 2 C.F.R. § 200.331(a)(1) (Federal Award Identification) requires that certain specific information about JAG be included in this Agreement. Such information, consistent with the accordant subsections under 2 C.F.R. § 200.331(a)(1), follows:
 - i. Subrecipient's name: City of St. Petersburg
 - ii. Subrecipient's Unique Entity Identifier (UEI): LARHMJNJAKS4
 - iii. Federal Award Identification Number: As stated in Appendix B and incorporated herein upon receipt from BJS
 - iv. Federal Award Date: As stated in Appendix B and incorporated herein upon receipt from BJS

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- v. Subaward Period of Performance Start and End Date: As stated in Appendix B and incorporated herein upon receipt from BJS
 - vi. Amount of Federal Funds Obligated by this Action by the Pass Through-Entity to the Subrecipient: \$100,462.50
 - vii. Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation: \$364,322.00
 - viii. Total Amount of the Federal Award committed to the Subrecipient by the Pass-Through Entity: \$100,462.50
 - ix. Federal Award Project Description, as Required to be Responsive to the Federal Funding Accountability and Transparency Act: The proposed project includes crime prevention activities as well as law enforcement initiatives.
 - x. Name of Federal Awarding Agency, Pass-Through Entity, and Contact Information for Awarding Official of the Pass Through Entity:
 - 1. Federal Awarding Agency: Department of Justice, Tarasa Napolitano Program Manager at (202) 305-1780.
 - 2. Pass-Through Entity: Pinellas County with role of Fiscal Agent delegated to the Pinellas County Sheriff's Office.
 - 3. Contact Information for Awarding Official of the Pass-Through Entity:
Barry A. Burton, County Administrator at Grants@pinellas.gov.
 - a. COUNTY Operational Contact: Maggie Miles, Justice Assistance Grants Analyst at mamiles@pinellas.gov.

xi. CFDA Number and Name; the Pass-Through Entity Must Identify the Dollar Amount Made Available Under Each Federal Award and the CFDA Number at Time of Disbursement:

- 1.** CFDA Number (at time of disbursement): 16.738
- 2.** CFDA Name: Edward Byrne Memorial Justice Assistance Grant Program
- 3.** Total Dollar Amount Available Under this Federal Award: \$200,925.00

xii. Identification of Whether the Award is R&D: Not a R&D award

xiii. Indirect Cost Rate for the Federal Award: No Indirect Cost Rate claimed

4. Monitoring.

CITY will work with PCSO to meet the requirements of 2 C.F.R. § 200.328 (Monitoring and reporting program performance). This may include, but is not limited to, the following:

- a.** PCSO will perform subrecipient monitoring audits annually, with every third year conducted as a site visit. Monitoring audits will be performed on behalf of the COUNTY and copies will be submitted to the COUNTY upon completion.
- b.** CITY will cooperate with monitoring audits including, but not limited to, review of staff, fiscal and client records and provision of related information at any reasonable time.
- c.** CITY will submit other reports and information in such formats and at such times as may be prescribed by the PCSO and the COUNTY. Including but not limited to any monitoring of the program funded in whole or part by the COUNTY and/or PCSO.
- d.** All monitoring reports will be as detailed as may be reasonably requested by the COUNTY and will be deemed incomplete if not satisfactory to the COUNTY as determined in its sole reasonable discretion. Reports will contain the information or be in the format as may be requested by the COUNTY. If approved by the COUNTY, the COUNTY will accept a

report from another monitoring agency in lieu of reports customarily required by the COUNTY.

5. Federal Grant Requirements.

- a. The CITY and PCSO will comply with the Department of Justice Grant Financial Guide (“2022 DOJ Grants Financial Guide”) and the Uniform Administrative Requirements, Costs Principles, and Audit Requirements in 245 C.F.R. Part 200, as adopted and supplemented by the Department of Justice in 2 C.F.R. Part 2800.
- b. The CITY and PCSO will ensure that all reimbursed expenditures are made in compliance with the 2023 DOJ Grants Financial Guide and maintain documentation to demonstrate compliance, as detailed in the Appendices attached hereto.
- c. The CITY and PCSO will participate in monitoring of grant-funded activities as determined necessary for compliance under the federal award.

6. Closeout

- a. Upon termination in whole or in part, the parties hereto remain responsible for compliance with the requirements in 2 C.F.R. Part 200.343 (Closeout) and 2 C.F.R. Part 200.344 (Post-closeout adjustments and continuing responsibilities).
- b. This Agreement will not terminate until JAG Closeout is completed consistent with JAG requirements detailed in the Appendices attached hereto, and to the satisfaction of the COUNTY. Such requirements shall include but are not limited to submitting final reports and providing program deliverables and closeout information as requested by PCSO, COUNTY, and/or BJS.
- c. All invoices and requests for reimbursement shall be submitted within 30 days following the end of the JAG project and budget period.

d. This provision shall survive the expiration or termination of this Agreement.

In acknowledgment and execution of the MEMORANDUM OF UNDERSTANDING REGARDING THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, JUSTICE ASSISTANCE GRANT (JAG), I hereby set my hand this _____ day of _____, 2023.

ATTEST

CITY OF ST. PETERSBURG



Chandrahasa S. Srinivasa, City Clerk

By: 
Kenneth Welch, Mayor



APPROVED AS TO CONTENT AND FORM

By: 

City Attorney (designee) 

By: 

Law Enforcement Agency Head

In acknowledgment and execution of the MEMORANDUM OF UNDERSTANDING REGARDING THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, JUSTICE ASSISTANCE GRANT (JAG), I hereby set my hand this 14th day of July, 2023.

ATTEST

PINELLAS COUNTY SHERIFF'S OFFICE

By: Cheryl Dilday
Witness

By: [Signature]
Bob Gualtieri, Sheriff

APPROVED AS TO FORM

By: Shannon Lockheart
General Counsel

In acknowledgment and execution of the MEMORANDUM OF UNDERSTANDING REGARDING THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, JUSTICE ASSISTANCE GRANT (JAG), I hereby set my hand this 7 day of August, 2023.

ATTEST

PINELLAS COUNTY

By: Della Klug
Witness

By: 
Barry A. Burton, County Administrator

APPROVED AS TO FORM

APPROVED AS TO FORM

By: 
Office of the County Attorney
County Attorney