DATE: JUNE 26, 2013

FROM: LINDA R. DORRELL
PURCHASING DIRECTOR

TO: BOARD OF COUNTY COMMISSIONERS

SUBJECT: MEMORANDUM OF UNDERSTANDING-CITY OF TULSA

SUBMITTED FOR YOUR APPROVAL AND EXECUTION IS THE ATTACHED MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF COUNTY COMMISSIONERS AND THE CITY OF TULSA. TULSA COUNTY HAS OBTAINED A GRANT FROM THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT. THIS MEMORANDUM SERVES THAT TULSA COUNTY AND THE CITY OF TULSA BELIEVE IT TO BE IN THEIR BEST INTERESTS TO ALLOCATE THE JAG FUNDS AS REQUIRED BY THE GRANTING ENTITY, THE UNITED STATES DEPARTMENT OF JUSTICE.

RESPECTFULLY SUBMITTED FOR YOUR APPROVAL AND EXECUTION.

LRD/sks

ORIGINAL: PAT KEY, COUNTY CLERK, FOR THE JULY 1, 2013 AGENDA.

COPIES: COMMISSIONER JOHN M. SMALIGO
COMMISSIONER KAREN KEITH
COMMISSIONER FRED R. PERRY
MARK LIOTTA, CHIEF DEPUTY
WHEREAS, This Memorandum of Understanding (MOU) is made and entered into this [blank] day of July 2013, by and between the City of Tulsa (also referred to herein as “Fiscal Agent”) and Tulsa County (hereinafter “County”); and

WHEREAS, the Department of Justice has determined that successful applicants for awards under the Office of Justice Programs must comply with several application requirements, including the execution of a memorandum of understanding among the authorized officials of each jurisdiction to select a fiscal agent and to submit a joint application for sharing of specified grant amounts; and

WHEREAS, as authorized by its governing body, each of the undersigned officials agrees that this memorandum of understanding is the best interests of all parties, that the undertaking will benefit the public, and that the division of grant funds fairly allocates available resources: and

WHEREAS, the Cities and the County believe it to be in their best interests to allocate the JAG funds as required by the granting entity, the United States Department of Justice.

NOW THEREFORE, the City and the County agree as follows:
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF TULSA AND TULSA COUNTY.

Section 1
The parties agree that the Fiscal Agent for the grant will be the City of Tulsa. No funds will be remitted to a party hereto unless and until the Fiscal Agent is satisfied that all required documentation has been properly completed by that party, that all necessary governing-body approvals have been docketed and adopted, that all public notices have been given, that acceptable documentation has been preserved and necessary documentation has been submitted, and that all local, state and federal accounting and program requirements have been satisfied. Reimbursement of expenditures by the Fiscal Agent shall not negate each party's obligation under federal law to repay the federal government for amounts that are disallowed by the federal government. Each party hereto agrees to submit to its governing body for approval a separate Subaward and Fiscal Agent Agreement to be approved by the governing body and signed by the mayor or the chair of the Board of County Commissioners.

Section 2
The BJA FY 2013 JAG funds will be allocated as in the original BJA FY 13 allocation formula. Based on this formula the allocation of the BJA FY 13 JAG award is as follows:

- Tulsa County will receive $18,737 of JAG funds;
- The City of Tulsa will receive $359,823 of the federal grant award and all interest earned by the BJA FY 13 JAG award.
Under the JAG Program, Tulsa County will operate on a reimbursement basis. Interest will be earned and retained by the City of Tulsa. Interest proceeds will only be expended by The City of Tulsa for the purposes as allowed by the federal grant award. Interest income is considered federal funding in the JAG Program.

Section 3

The City of Tulsa and Tulsa County agree to spend their allocation of JAG funds for Law Enforcement purposes on or before September 30, 2016.

Section 4

The parties further agree that The City of Tulsa and Tulsa County will be responsible for their own compliance in every federal, state, and local requirement of the grant award and shall be liable for their own failure to comply including any repayment of disallowed costs. This compliance will include, but not be limited to, the timely submission of properly executed grant applications, acceptance and certification documents, audits, reports, claims and supporting documentation that may be requested by the fiscal agent or the granting entity. No funds will be remitted to a subgrantee unless and until all required documentation has been completed and timely reviewed to the satisfaction of the Fiscal Agent and in compliance with all applicable laws and grant requirements. All parties acknowledge and understand that these grant funds are subject to strict reporting and record-keeping requirements and failure to timely provide such reporting as required by the Fiscal Agent pursuant to federal law may result in a loss of reimbursement eligibility.
Section 5

Each party to this memorandum of understanding will be responsible for its own acts under this memorandum of understanding and shall not be liable for any civil liability that may arise from the acts of any other party.

Section 6

The parties to this memorandum of understanding do not intend for any third party to obtain a right of benefit by virtue of this memorandum of understanding.

Section 7

By entering into this memorandum of understanding, the parties do not intend to create any obligations expressed or implied other than those set out herein; further this memorandum of understanding shall not create any rights in any party not a signatory hereto.
IN WITNESS THEREOF, the parties have executed this memorandum of understanding by the signatures of the duly authorized representative of each agency.

City of Tulsa, Oklahoma, a municipal corporation

By: ________________________________

Dewey Bartlett, Mayor

Date: ______________________________

Attest:

City Clerk
IN WITNESS THEREOF, the parties have executed this memorandum of
Understanding by the signatures of the duly authorized representative of each agency.

**Board of County Commissioners**

Tulsa County, Oklahoma

By: ______________________________________________

Chairman

Date: ____________________________________________

Attest:

___________________________________________

County Clerk