

**FY 2021 EDWARD BYRNES MEMORIAL JUSTICE ASSISTANCE GRANT
MEMORANDUM OF UNDERSTANDING**

This MEMORANDUM OF UNDERSTANDING ("MOU" or "Agreement") is an agreement by and between the County ("County") a municipal corporation of the State of New Jersey having its principal place of business at 520 Market Street, Camden, New Jersey and the following municipalities and/or public bodies: Camden County Department of Police Services, Camden County Sheriff's Office, Camden County Prosecutor's Office), the Borough of Lindenwold, the Cherry Hill Police Department, Pennsauken Township, and Gloucester Township; collectively, hereinafter referred to as the " Parties."

THIS AGREEMENT made and entered into this _____ day of _____, 2021.

RECITALS

WHEREAS, the Parties desire to apply to the U.S. Department of Justice (DOJ) for Two Hundred Seven Thousand Two Hundred Fifty-Five Dollars (\$207,255.00) in grant funding from the FY 2021 U.S. Department of Justice (DOJ), Bureau of Justice Assistance's (BJA) Edward Byrne Memorial Justice Assistance Grant ("JAG") to be utilized to provide a victim witness program and to purchase vehicles, laptops, and equipment to effectively execute local law enforcement initiatives, and to promote coordinated investigations within and across municipal and county boundaries; and

WHEREAS, pursuant to the FY 2021 Edward Byrne Memorial JAG Program Solicitation municipalities that are identified by the Bureau of Justice Assistance ("BJA") as disparate units of local government must select a fiscal agent/lead agency to submit an

application for the allocation to include all disparate municipalities ; and

WHEREAS, Resolution No. 98 adopted July 22, 2021, authorized by the Camden County Board of Commissioners authorized the Camden County Department of Police Services to enter into this Agreement;

NOW THEREFORE, in consideration of the principles, assurances, and promises contained herein the Parties agree that the Camden County Department of Police Services shall act as the lead applicant and fiscal agent as required by the FY 2021 JAG solicitation rules and applicable federal law, and the Parties further agree on the following terms and conditions contained in this Memorandum of Understanding.

1. GRANT AWARD

By entering into this agreement and receiving FY 2021 JAG Program funds, the Parties understand and confirm that they are responsible to use grant funds in accordance with all the requirements of the FY 2021 JAG Program as well as applicable federal and state law upon approval of the Camden County Department of Police Services' application for Two Hundred Seven Thousand Two Hundred Fifty-Five Dollars (\$207,255.00) of JAG Program funds the County shall allocate the funds as follows:

Camden County Dept. of Police Services	Vehicles	\$139,471.00
Camden County Sheriff's Dept.	MotoShot Target	\$10,000.00
Camden County Prosecutor's Office	Victim Witness Program	\$ 10,000.00
Borough of Lindenwold	Laptops	\$14,327.00
Cherry Hill Twp. Police Dept.	CAD/RMS Technology	\$10,317.00

Pennsauken Township	Equipment	\$ 12,990.00
Gloucester Township	Equipment	\$10,150.00

2. RESPONSIBILITIES

- a. The Camden County Department of Police Services will be the fiscal agent/lead agency for the submission of the grant application and shall submit quarterly financial status and progress reports to the U.S. Department of Justice (DOJ), Bureau of Justice Assistance (BJA) in accordance with the requirements of the FY 2021 JAG Program. The Camden County Department of Police Services will be responsible for submitting quarterly financial status and progress reports to the U.S. Department of Justice, BJA.
- b. Each municipality, the Camden County Prosecutor's Office, and the Sheriff's Office will be responsible for establishing separate trust accounts. Each municipality, the Camden County Prosecutor's Office and the Sheriff's Office shall purchase their respective equipment to effectuate the purpose of this grant and submit purchase orders/receipts, serial numbers and photographs of items for reimbursement to the lead agency for the purposes of this grant.
- c. Reimbursement for allowable overtime and/or training initiatives must be submitted to the County and must include time keeping/payroll records and activity reports of all allowable overtime initiatives and/or training. The time keeping/payroll records and activity reports for all related overtime must be maintained separately from unrelated overtime and training records.
- d. All Parties, law enforcement agencies, or other entities receiving JAG funds

will ensure that vendors do not appear on the "Excluded Parties List System (EPLS)" by searching the System for Award Management's (SAM) website at <https://www.sam.gov/SAM/> before purchasing equipment and supplies.

3. ADHERENCE TO LOCAL PUBLIC CONTRACTS LAW

- e. If any Party performing a service on behalf of another Party or Parties of this Agreement utilizes the services of a private contractor to perform all or most of such service, or all or most of a specific and separate segment of the services so contracted for, such Party shall be required to award the agreement for the work to be performed by a private contractor under such agreement in accordance with the Local Public Contracts Law (N.J.S.A. 40:A:11-1 et seq.).

4. AUDIT

- f. Pursuant to the Single Audit Act of 1984, 31 U.S.C. Chapter 75, the County agrees to permit the City and/or its agents to examine any and all records relevant to this Agreement and shall make the same available upon demand at a reasonable time and place for the purpose of auditing the relative records, reports and documents.

5. RIGHT TO INSPECT

The Parties shall permit the County or its authorized representative to make visits to the site or sites where the specified services are being provided, at a time convenient and agreed upon by the Parties, for the purpose of assuring compliance with the terms of this Agreement.

6. CONSTRUCTION OF THIS AGREEMENT

The Parties acknowledge that this Agreement was prepared under New Jersey Law and shall, therefore, be interpreted under the Laws of the State of New Jersey and is binding upon all Parties hereto.

7. AMENDMENTS

This Agreement may not be amended, altered or modified in any manner except in writing signed by the Parties hereto.

8. FUNDING

This Agreement is contingent upon the County's successful application for \$207,255.00 of FY 2021 JAG Program funding.

9. ASSIGNABILITY

This Agreement and all rights, duties and obligations contained herein may not be assigned without all of the Parties' prior written permission.

10. WAIVER

It is understood and agreed by the Parties that a failure or delay in the enforcement of any of the provisions of this Agreement by any or all of the Parties shall not be construed as a waiver of those provisions.

11. ENTIRE AGREEMENT

This written Agreement represents the entire understanding of the Parties and sets forth all the promises, covenants and agreements between the Parties with respect to this Agreement, and hereby and supersedes all prior or contemporaneous agreements and inducements, express or implied, oral or written between the Parties hereto.

12. TERM

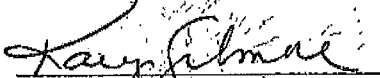
This Agreement shall be in effect for the life of the entire term of the FY 2021 JAG Grant Agreement, the content of which is incorporated by reference as though set forth fully herein at length.

IN WITNESS WHEREOF, the Parties have caused these present to be signed by its proper officers and sealed with its common or corporate seals, the day and year first aforesaid.

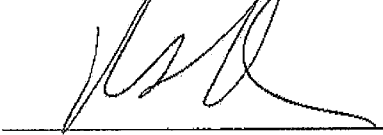
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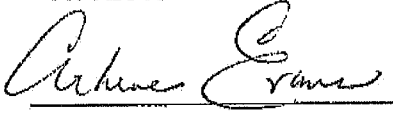
ATTEST:


KARYN GILMORE, Clerk,
Board of Commissioners

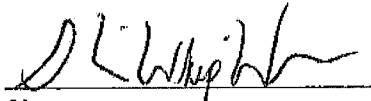
COUNTY OF CAMDEN


ROSS G. ANGILELLA
County Administrator

ATTEST:


Name:
Title: *Chief of Staff*

CAMDEN COUNTY OFFICE OF THE SHERIFF


Name:
Title: SHERIFF

ATTEST:

Name:
Title:

CAMDEN COUNTY OFFICE OF THE PROSECUTOR

Name:
Title:

ATTEST:

Name:
Title:

BOROUGH OF LINDENWOLD

Name:
Title:

ATTEST:

CHERRY HILL TWP. POLICE DEPARTMENT

Name:
Title:

Name:
Title:

ATTEST:

PENNSAUKEN TOWNSHIP

Name:
Title:

Name:
Title:

ATTEST:

GLOUCESTER TOWNSHIP

Name:
Title:

Name:
Title: