

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by the City of Portland and the County of Cumberland for the administration of the FY 2023 Edward Byrne Memorial Justice Assistance Grant.

I. Purpose

The purpose of this MOU is to establish guidelines for the administration and expenditure of funds pursuant to a grant under the FY 2023 Edward Byrne Memorial Justice Assistance Grant Program.

II. Mission

The Edward Byrne Memorial Justice Assistance Grant is a funding program administered by the Office of Justice Programs in order to support law enforcement, courts, corrections, treatment, victim services, technology and prevention initiatives that strengthen the nation's criminal justice system. The grant program is as outlined in the FY 2023 Edward Byrne Memorial Justice Assistance Grant Program – Local Solicitation and is incorporated hereto by reference.

III. Authority

The Portland Police Department (PPD) will serve as the applicant and fiscal agent for the grant program. The PPD Principal Financial Officer (PFO) shall administer the grant and submit all required reports to the Office of Justice Programs. The PFO shall have the authority to promulgate any rules, regulations or procedures necessary to the operation of the grant program and this agreement.

IV. Allocation of Funds

As determined by the United States Department of Justice, the Portland Police Department (PPD) will receive \$65,165 and the Cumberland County Sheriff's Office (CCSO) will receive \$14,465. The City of Portland agrees to reimburse CCSO from the grant allocation for purchases made in accordance with the grant guidelines and properly submitted to the PPD.

V. Expenditures

PPD and CCSO shall each be responsible for its agency's expenditures of grant funds and agrees that expenditures will be made in accordance with the guidelines and restrictions of the 2023 Edward Byrne Memorial Justice Assistance Grant program. Expenditures may include, but are not limited to, training, personnel, equipment, supplies and information systems.

VI. Personnel

Personnel hired under the 2023 Edward Byrne Memorial Justice Assistance Grant Program will become the employee of the respective hiring agency. The employee will be added to the hiring agency's payroll and covered by that agency's Worker's Compensation Insurance.

All agency personnel are to be advised that they not prohibited or restricted from sending or receiving information about a person's immigration status to any federal, state, or local entity.

VII. Equipment

Subject to grant guidelines and restrictions, equipment may be purchased by any agency using the funds allotted to that agency. Such equipment will become the property of the purchasing agency and will be maintained and inventoried by that agency. Receipts for equipment purchases must be submitted to the Portland Police Department Principal Financial Officer for reimbursement.

VIII. Training

Grant funded training may be accomplished by any agency in accordance with the guidelines and restrictions of the Byrne grant program. Receipts for training must be submitted to the Portland Police Department Principal Financial Officer for reimbursement.

IX. Records and Reports

Records regarding performance of the grant obligations will be maintained by the respective agencies. Each agency will be afforded full access to any records and reports regarding the grant program regardless of who creates, maintains or stores the records.

CCSO agrees to submit all required progress reports to PPD regarding the execution of the grant programs including, but not limited to performance measures and program assessment data.

X. News Media

The Cities or County may respond to media inquiries reference this grant program.

XI. Release of Liability

Each governmental entity shall be responsible for the acts or omissions of its employees, whether or not those acts or omissions are the result of intentional, knowing, reckless or negligent conduct. Each party agrees to indemnify and hold harmless the other party for

the acts and omissions of its own employees. Participating agencies or their employees shall not be considered as agents of the other participating agency. Nothing herein waives or limits sovereign immunity under federal, state or constitutional law, including, but not limited to immunity pursuant to the Maine Tort Claims Act.

XII. Duration

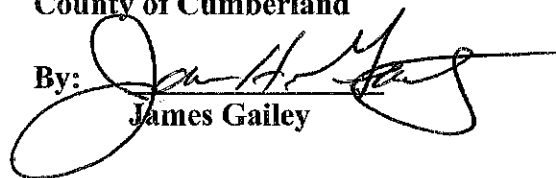
This agreement shall become effective upon proper execution and, unless amended by agreement of the parties and the Byrne Justice Assistance Grant Program, will remain in effect for the duration of the grant program described herein.

In witness whereof, the parties hereto cause this agreement to be executed by proper officers and officials.

City of Portland

By: _____
Danielle West

County of Cumberland

By: 
James Gailey