

**MEMORANDUM OF UNDERSTANDING  
BJA FY 24  
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT  
(JAG) PROGRAM LOCAL SOLICITATION AWARD**

**WHEREAS**, This memorandum of understanding is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2024, by and between The City of Oklahoma City (also referred to herein as “Fiscal Agent”) and the cities of Del City, Edmond, Midwest City (collectively “Cities”) and Oklahoma 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**, authorized by its governing body, each of the undersigned chief law enforcement officials agrees that this memorandum of understanding is in the best interests of all parties, that the undertaking will benefit the public, and that the division of grant funds fairly allocates the available resources: and

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

**NOW THEREFORE, the County and Cities agree as follows:**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF OKLAHOMA CITY, DEL CITY, EDMOND,  
MIDWEST CITY, AND OKLAHOMA COUNTY.**

**Section 1.**

The parties agree that the Fiscal Agent for the grant will be The City of Oklahoma City. 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 city manager of a City or by the chair of the Board of County Commissioners.

**Section 2.**

The City of Oklahoma City has agreed to not charge the Cities or the County the ten percent (10%) of the grant amount allowed for administration. The BJA FY 24 JAG funds will be allocated as in the original BJA FY 24 JAG allocation less the 35.0% disparate share to Oklahoma County. In addition, the allocations for Oklahoma County, Del City, Edmond and Midwest City, will be increased by two- and one-half percent (2.5%) in lieu of a monthly interest distribution. Based on this formula the reallocation of the BJA FY 24 JAG award is as follows:

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MIDWEST CITY, AND OKLAHOMA COUNTY.**

- Oklahoma County will receive \$ 155,588 of JAG funds;
- Del City will receive \$ 9,653 of JAG funds;
- Edmond will receive \$ 8,221 of JAG funds;
- Midwest City will receive \$ 11,237 of JAG funds; and
- The City of Oklahoma City will receive \$ 248,996 of the federal grant award and all interest earned by the BJA FY 24 JAG award.

Under the JAG Program, the cities of Del City, Edmond, Midwest City and Oklahoma County will operate on a reimbursement basis. Interest will be earned and retained by The City of Oklahoma City. Interest proceeds will only be expended by The City of Oklahoma City for the purposes as allowed by the federal award. Interest income is considered federal funding in the JAG Program.

**Section 3.**

Oklahoma County agrees to spend their allocation of JAG funds for equipment or services for Law Enforcement Purposes on or before September 30, 2026. The cities of Del City, Edmond and Midwest City agree to spend their allocations of JAG funds for equipment or services for Law Enforcement Purposes on or before September 30, 2026. The City of Oklahoma City will expend their allocation of JAG funds for administration, equipment, overtime, or salaries and benefits for Law Enforcement Purposes.

**Section 4.**

The parties further agree that The City of Oklahoma City, Del City, Edmond, Midwest City and Oklahoma 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

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BETWEEN THE CITY OF OKLAHOMA CITY, DEL CITY, EDMOND,  
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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 received 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 or 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.

**Signature Page**

IN WITNESS WHEREOF, the parties have executed this memorandum of understanding by the signatures of the duly authorized representative of each participating agency.



\_\_\_\_\_  
Tommie Johnson III, Oklahoma County Sheriff

09/26/2024

\_\_\_\_\_  
Date

Chief Executive Officer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

Signature of Chief Executive Officer: \_\_\_\_\_

The Chief Executive Officer is the person with official signature authority to make financial and programmatic commitments on behalf of the Subrecipient. The Chief Executive Officer must be a mayor, city manager, or chairperson of the Board of County Commissioners.

**Signature Page**

IN WITNESS WHEREOF, the parties have executed this memorandum of understanding by the signatures of the duly authorized representative of each participating agency.

\_\_\_\_\_  
Ron C Bacy, Oklahoma City Police Chief

\_\_\_\_\_  
Date

Chief Executive Officer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

Signature of Chief Executive Officer: \_\_\_\_\_

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IN WITNESS WHEREOF, the parties have executed this memorandum of understanding by the signatures of the duly authorized representative of each participating agency.

\_\_\_\_\_  
Greg Wipfli, Midwest City Police Chief

\_\_\_\_\_  
Date

Chief Executive Officer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

Signature of Chief Executive Officer: \_\_\_\_\_

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IN WITNESS WHEREOF, the parties have executed this memorandum of understanding by the signatures of the duly authorized representative of each participating agency.

\_\_\_\_\_  
JD Younger, Edmond City Police Chief

\_\_\_\_\_  
Date

Chief Executive Officer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

Signature of Chief Executive Officer: \_\_\_\_\_

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