

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

GRANT AGREEMENT REGARDING
PROJECT SAFE NEIGHBORHOODS

THIS AGREEMENT is hereby made this _____ day of _____, 2017, by and between the CITY OF GREENSBORO, hereinafter referred to as "CITY" and GUILFORD COUNTY, hereinafter referred to as the "CONTRACTOR," also collectively referred to as the "Parties."

WITNESSETH :

That WHEREAS, the CITY desires to engage the CONTRACTOR to perform the professional services hereinafter described;

This Agreement encompasses the proposed project as outlined in the U.S. Department of Justice (DOJ), Office of Justice Programs' (OJP), Bureau of Justice Assistance (BJA) **Violent Gang and Gun Crime Reduction Program (Project Safe Neighborhoods) FY 2016 Award # 2016-GP-BX-0010** under Competition ID: BJA-2016-9342: USAO district populations of 2 million– 4,999,999. Total funding for Greensboro's Project Safe Neighborhood/Re-Entry Program equals \$300,000 and requires no matching funds. The project is valid based on the availability of award funds granted by the BJA.

NOW, THEREFORE, the CITY and the CONTRACTOR do mutually agree as follows:

Contractual Status. The CITY and the CONTRACTOR agree that the CONTRACTOR shall perform the services required of the CONTRACTOR herein set forth, provided that the CONTRACTOR is not and will not by virtue of this Contract acquire the status of an employee of the CITY. This AGREEMENT supersedes any and all prior agreements that may exist between CONTRACTOR and the CITY in regards to Project Safe Neighborhood.

Time and Place of Performance. The effective date of this AGREEMENT is **December 1, 2016 and the termination date is September 30, 2018.** (*Effective grant period is October 1, 2016-September 30, 2018*). The place of performance of this Contract will be at Greensboro and Guilford County community event centers and schools.

Compensation. The CITY agrees to pay the CONTRACTOR a rate of \$4,000 annually, for a total sum not to exceed \$8,000 for the effective grant period, for approved services provided by the CONTRACTOR.

Payment under this AGREEMENT will be made monthly upon receipt of an original invoice from the CONTRACTOR reflecting the amount due and payable pursuant to this Agreement based upon true cost expense incurred for grant activities. In addition, the CONTRACTOR will submit records documenting the services performed; hours worked providing the services, and participant hours on a monthly basis. The CITY will make reimbursement payments based on expenses outlined in the grant budget, **Appendix A** and corresponding detailed budget, **Appendix B**. All services must be performed to the satisfaction of the CITY prior to any payment being made.

Scope of Services to be Rendered. This grant funded project will work to create safer neighborhoods through a sustained reduction in gang violence and gun crime. The CONTRACTOR will provide services for the purpose of the grant award. Services rendered will include gang intervention services and prevention curriculum for youth between the ages of 8 to 16. **During the course of the Gang Resistance Education And Training (G.R.E.A.T.) The**

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CONTRACTOR will provide opportunities for at risk youth to participate in activities such as role playing, small group work, brainstorming, and large group discussions. These activities will help youth learn skills & behaviors that make it easier to resist and avoid negative influences that may led to joining a gang and violent criminal behavior.

Point of Contact:

Doug Logan, Director

Guilford County Juvenile Detention Center

15 Lockheed Court

Greensboro, NC 27409

dlogan@myguilford.com

Telephone: (336) 641-2600

Fax: (336) 641-2603

Accounts, Audits and Records. The CONTRACTOR shall maintain books, records, documents and other evidence, accounting procedures, and practices, sufficient to meet federal requirements and to reflect properly all direct and indirect costs of whatever nature it claims to have been incurred for the performance of this Agreement. The foregoing constitutes “records” for the purpose of this Article.

The CONTRACTOR shall preserve and make available its records until the expiration of three (3) years after grant close out.

Contract Administrator. The Greensboro Police Department’s Grant Analyst is designated as the contract administrator for this AGREEMENT. The contract administrator is responsible for monitoring the CONTRACTOR’S performance, approving payment to the CONTRACTOR, and for providing evaluation of the CONTRACTOR.

Availability of Funds. Any and all payments to the CONTRACTOR are dependent upon and subject to the availability of funds to the CITY for the purpose set forth in this AGREEMENT.

Confidentiality. Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the CONTRACTOR under this AGREEMENT shall be kept as confidential and not divulged or made available to any individual or organization (Except as may be required by law) without the prior written approval of the CITY.

Indemnification. To the fullest extent permitted under law, CONTRACTOR shall defend, indemnify, and save harmless CITY, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this Agreement as a result of the acts or omissions of the CONTRACTOR or its sub-CONTRACTORS or anyone directly or indirectly employed by any of them or anyone for whose acts arising out of or related to this Agreement any of them may be liable, save and except for damage or injury caused solely by the negligence of CITY its agents, officers, or employees. In performing its duties under this section, CONTRACTOR shall at its sole expense defend CITY, its agents, officers, and employees with legal counsel reasonably acceptable to CITY. As used in this subsection – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney’s fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of CITY that are otherwise provided in or arise out of this Agreement. This section

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shall remain in force despite termination of this Agreement (whether by expiration of its term or otherwise) and termination of the services of the Contract under this Agreement.

Choice of Law and Forum. This Agreement shall be deemed made in Guilford County, North Carolina. This Agreement shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement shall be the appropriate division of the North Carolina General Court of Justice, in Guilford County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

Non-discrimination and Equal Opportunity. It is the policy of CITY that the CITY and its contractors, its employees, agents, sub-contractors and any others engaged by CONTRACTOR that the CITY opposes discrimination on the basis of race, color, religion, gender, age, national origin, handicap, or political affiliation or belief. During the performance of this Agreement, CONTRACTOR agrees that neither CONTRACTOR nor its employees, agents, sub-contractors or others engaged by CONTRACTOR shall discriminate against any person, whether employed by CONTRACTOR or otherwise, for any basis stated herein. CONTRACTOR further agrees to take affirmative action to insure that its employees, agents, sub-contractors and others engaged by CONTRACTOR, or applicants thereto, shall be treated equally without regard to race, color, religion, gender, age, national origin, handicap, or political affiliation or belief. In all solicitations or advertisements for employees, agents, sub-contractors or others to be engaged by CONTRACTOR or placed by or on behalf of CONTRACTOR, CONTRACTOR shall state all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, or political affiliation or belief.

Compliance with Law. In performing all of the Work, the CONTRACTOR shall comply with all laws and regulations which may apply to the performance of CONTRACTOR's duties in the Agreement.

In performing all of the Work, the Sub-recipient shall comply with the Greensboro Police Department's Policy for Monitoring Sub-Recipient Agencies Receiving Grant Funds, attached hereto as **Exhibit "C."**

Assignment, Successors and Assigns. Without the CITY's written consent, the CONTRACTOR shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this Agreement. Unless the CITY otherwise agrees in writing, the CONTRACTOR and all assigns shall be subject to all of the CITY's defenses and shall be liable for all of the CONTRACTOR's duties that arise out of this contract and all of the CITY's claims that arise out of this contract. Without granting the CONTRACTOR the right to assign, it is agreed that the duties of the CONTRACTOR that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

No Third Party Right Created. This Agreement is intended for the benefit of CITY and CONTRACTOR and not any other person.

Modification. Further modification of this Agreement is not valid unless a Contract Amendment is signed by both Parties and otherwise is in accordance with requirements of law.

Termination for Convenience. The CITY, in its sole discretion, may terminate the Agreement in whole or in part if CITY determines that said termination is in its best interest. Any such termination shall be effected by the delivery to CONTRACTOR of a written notice of termination thirty (30) days before the effective date of the termination. In the event of termination by CITY under this Section, all obligations of either Party which remain

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outstanding are discharged except to the extent that any right based upon prior breach or performance shall survive such termination. CONTRACTOR shall promptly deliver to CITY all goods, items and documents for which CITY has paid for under this Agreement which have not been delivered at termination as if this Agreement had not been terminated. CITY shall pay in full for all goods, services completed and expenses incurred by CONTRACTOR up to and until the time of termination.

Certification. The CONTRACTOR certifies that they have not been debarred or suspended from receiving Federal or State funds. The CONTRACTOR certifies a valid business tax id number or social security number will be provided to the CITY for vendor set up.

E-Verify. The CONTRACTOR certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement, it will continue to comply with these requirements. The CONTRACTOR also certifies that it will require that all of its sub-contractors that perform any work pursuant to this Agreement to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The terms “contractor”, “sub-contractor” and “comply” shall have the same meanings intended by Chapter 160A Section 20.1(b) of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Agreement.

Iran Divestiture. N.C.G.S. §143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a Contract is entered into (if the certification was not already made when the vendor made its bid)
- When a Contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any sub-contractor found on the State Treasurer’s Final Divestment List. The State Treasurer’s Final Divestment List can be found on the State Treasurer’s web address at www.nctreasurer.com/Iran, and will be updated every 180 days.

As of the date listed below, the vendor, bidder, or proposer named herein is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. §143-6A-4. The undersigned hereby certifies that he or she is authorized by the vendor, bidder, or proposer listed below to make the foregoing statement.

Entire Agreement This AGREEMENT and any documents incorporated specifically by reference herein represent the entire AGREEMENT between the Parties and supersede all prior oral or written statements or agreements in regards to Project Safe Neighborhoods.

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WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written.

GUILFORD COUNTY

ATTEST:

Marty K. Lawing, Guilford County Manager Date

Robin B. Keller Date
Guilford County Clerk to Board

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ATTEST:

Jim Westmoreland, Greensboro City Manager Date

Elizabeth H. Richardson Date
Greensboro City Clerk

Wayne Scott, Greensboro Police Chief Date

(CITY SEAL)

This instrument has been preaudited in the manner
Required by the Local Government Budget and
Fiscal Control Act.

Rick Lusk Date
Greensboro Financial & Administrative Services

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Exhibit "B"

**Proposed budget for PSN grant
Award # 2016-GP-BX-0010
COG Grant Acct. 220-3534-01**

Name of Organization: Guilford County Juvenile Detention Center
Grant Cycle: October 1, 2016-September 30, 2018

* Not all the entries below may apply to your organization. Leave those items blank that do not apply.
* For multi-year grant proposals, please add columns for each year.

Project Expenses	Computation	YR I	Computation	YR II	Total
Personnel: List job titles and nature of support (100% of time; grant funded salary, etc.)					-
Employee fringe benefits:					-
Travel: List hotel, airfare, per diem, transportation costs					-
Equipment: (specify)					-
Supplies: (specify)					-
Program supplies and materials	\$100/mo. x 9 mo.	900	\$100/mo. x 9 mo.	900	1,800
Printing, publications, copying	\$45.75/set x 9 mo.	412	\$45.75/set x 9 mo.	412	824
Postage, shipping					-
Computer support, telecommunications					-

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<u>Construction:</u>				-
				-
Consultant/Contract services:				
Identify, and provide separate breakdown of				
<u>budget detail</u>				-
				-
Other (specify):				
Transportation (facilitating transport of families to visit juveniles on-site; example: bus passes)	\$14 x 4 family members x 48 juveniles	2,688	\$14 x 4 family members x 48 juveniles	2,688
		5,376		
	\$	4,000	\$	4,000
Total Direct Expenses		8,000		\$ 8,000
Overhead/indirect (___%)				-
	\$	4,000	\$	4,000
Total Expenses		8,000		\$ 8,000

Exhibit “C”

**GREENSBORO POLICE DEPARTMENT POLICY FOR MONITORING
SUB-RECIPIENT AGENCIES RECEIVING GRANT FUNDS**

- **Oversight** - The City of Greensboro will maintain regular communication with sub-recipients and make appropriate inquiries concerning program activities.

The City of Greensboro will review monthly expenses submitted by the sub-recipient. This information must be submitted by sub-recipients to the City of Greensboro after the close of each month within their respective financial reporting systems. Additional back-up documentation may be requested to support monthly expenses.

The City of Greensboro will review quarterly financial and performance reports, along with required supporting documentation, submitted by the sub-recipient. This information must be submitted by sub-recipients to the City of Greensboro by the 15th of the following month, post the end of a quarter (i.e. October-December). The performance report should include milestones achieved or to be achieved, any significant problems, issues or concerns, timely accomplishments and delays, and actual cost incurred compared to budget line items with variances explained. Additional back-up documentation may be requested to support program and financial reports.

The City of Greensboro will complete periodic onsite monitoring of sub-recipients in accordance with grantor requirements and related regulations to examine financial and programmatic records and observe operations. Sub-recipients will be monitored as required by the grant or at least annually; or more frequently if circumstances or program guidance warrants. These visits will be scheduled in advance; a list of testing items will be provided.

A written report will be completed for all formal site visits. Non-compliance and/or recommendations will be documented and the sub-recipient must resolve and correct findings timely and effectively.

- **Program monitoring-** Program monitoring will include, but not be limited to, discussion concerning the program operation, any problems or concerns associated with the program, and verification of information reported on the program monthly/quarterly reports/close out reports. Programs providing direct client services are subject to client file review, and should maintain appropriate releases of information to allow. Sample listing of information that may be reviewed programmatically:
 1. Inventory control listing for equipment
 2. Tags/labels on equipment
 3. Local procurement/purchasing policy
 4. Internal controls
 5. Program reporting
 6. Travel policy
 7. Personnel policy

- **Financial monitoring-** Financial monitoring will include, but not be limited to, comparison of recipient/sub-recipient financial reports with general ledgers to determine that claimed expenses have been charged to the proper accounts and that proper documentation exists to support claims for personnel, travel, etc., and that equipment, if purchased, has been inventoried and is being used for the stated purpose. Additionally, the agency's overall financial internal controls and policies and procedures may be reviewed and recommendations made if appropriate or necessary. Sample listing of information that may be reviewed financially:
 - 1. Purchase order/requisition
 - 2. Invoices/receipts from vendor
 - 3. Bid/quote records
 - 4. Sole source letters, where applicable
 - 5. Cash management
 - 6. Financial reporting

- **Timely response to written requests from City staff** - All written requests from City staff shall be responded to by the Contractor in writing within two (2) weeks of receipt. Responses shall be complete, or for items that have extenuating circumstances, such as requiring board meetings or approval, the agency will provide the City, within the two week period, an outline of the process and timeline needed to provide the complete information requested. Under extenuating circumstances, full responses shall be submitted within 45 days from date of request or a date agreed to by Greensboro Police Department Fiscal Management staff.

- **Record-Keeping Guidelines** - Record-keeping as prescribed by contracts will be strictly followed, and records will be kept in retrievable, reviewable, safe, and auditable condition for at least three (3) years from the date of final closeout notification. If any litigation, claim, negotiation, audit or other action involving these records is initiated during the 3-year period, the records should be kept until completion of such action. These records should be easily located and should be properly protected against fire or other damage.

- **Commingling of Funds Prohibited** - Contracts with recipients of City funds require that City of Greensboro funds provided to the entity for services or activities to be performed be maintained in a bank account or general ledger account that is clearly separate and distinguishable from other fund accounts or a separate bank account at the discretion of the organization. The City reserves the right to inspect fund accounts at any time to ensure compliance. Funding will be suspended to any organization found to be in non-compliance. Appropriate legal action will be taken as necessary.

- **Procurement** - Contracts for building, construction, or rehabilitation funded with City funds shall be carried out in compliance with all applicable State, Federal, and local laws and regulations. (See "Exhibit A")

- **City's Right to Visit Fund Recipients and Monitor for Compliance** - The City will enforce Zero Tolerance regarding fund recipients who refuse to comply with monitoring and auditing visit requests. The following actions will be taken:
 - 1. Funding will be immediately suspended if the agency refuses the visit or access to financial/program records.
 - 2. Legal remedies will be sought as appropriate

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- **Audit Requirements** – Sub-recipients must obtain and submit a copy of the required audit to the City of Greensboro within 30 days of issuance and approval of the report, or as provided in the grant agreement. The sub-recipient must directly notify the City of Greensboro of any audit findings related to the sub-award.

The City of Greensboro may use the information in the Federal Audit Clearinghouse Database as evidence to verify that the required audit was performed and that the sub-recipient had no audit findings. In cases of continued inability or unwillingness of a sub-recipient to have the required audits conducted, the City of Greensboro shall take appropriate action by using sanctions as prescribed in OMB Circular A-133.

All grant expenditures must be reported in the Comprehensive Annual Financial Report's (CAFR) Schedule of Expenditures of Federal and State Awards or sub-recipient's year-end financial report if a CAFR is not required for the agency

- **Swift Resolution of Contract or Audit Compliance Issues** - Upon a finding of non-compliance with contract terms or with audit requirements, appropriate City of Greensboro and/or Greensboro Police Department Fiscal Management staff will issue a certified letter, return receipt requested, to the Authorizing Official of the non-compliant fund recipient. The letter will clearly document the issues of non-compliance. The fund recipient will have thirty (30) days from receipt of the certified letter to present to the appropriate City official evidence of resolution of all documented compliance issues unless other official documents specify an alternate remedy. Within thirty (30) days of the receipt of the fund recipient's response, the City Official will notify the respondent as to whether the issues have been resolved to the City's satisfaction. All City of Greensboro funding will be suspended until compliance issues are resolved to the satisfaction of the City of Greensboro.
- **Conduct of Annual Review**- Annual reviews are scheduled a minimum of 30 days in advance through written communication. Confirmation or rescheduling of a review date is required within two weeks. A qualified staff member of the Agency shall be available to City Internal Audit and/or Greensboro Police Department Fiscal Management staff during the annual review appointment. Audit staff shall be provided standard office work space within the Agency's office during the annual review appointment and any other scheduled appointments.