

SUB-RECIPIENT AGREEMENT

Grant Year 2023; Award Date - September 22, 2023; Effective Date – October 1, 2022

BETWEEN THE CITY OF GREENSBORO
A NORTH CAROLINA MUNICIPAL CORPORATION
AND
THE COUNTY OF GUILFORD, NORTH CAROLINA A NORTH CAROLINA COUNTY
FOR THE DISBURSEMENT OF JUSTICE ASSISTANCE GRANT PROGRAMS FUNDS

THIS SUB-RECIPIENT AGREEMENT (“Agreement”) is entered into by and between the **City of Greensboro**, a North Carolina municipal corporation (“Recipient” or “City”), and the **County of Guilford**, a North Carolina County (“Sub-recipient”). Recipient and Sub-recipient are collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, Edward Byrne Memorial JAG Program awards are authorized by the 42 U.S.C. § 3751(a); and

WHEREAS, The CFDA number for the Edward Byrne Memorial JAG Program (State and Local) is 16.738; and

WHEREAS, the U.S. Department of Justice (“USDOJ”) has approved Recipient’s application for funding under the FY 2023 Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation in the amount of \$318,541 (“JAG Funds”) to be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies contractual support, information systems for criminal justice and criminal justice-related research and evaluation activities, attached hereto as Exhibit “A”; and

WHEREAS, City entered into an Inter-local Agreement on November 21, 2023 which is retroactive to the beginning on the project period October 1, 2022 with Sub-recipient, et al., to reallocate the JAG Funds; and

WHEREAS, there are legal and administrative requirements that govern the Recipient and Sub-recipient for acceptance and use of federal JAG funds; and

WHEREAS, the Recipient and Sub-recipient desire to memorialize the terms and conditions of the disbursement of the JAG Funds in this Agreement;

NOW THEREFORE, the Parties do hereby agree as follows:

Section 1. GRANT FUNDS

Subject to the terms and conditions of this Agreement, Recipient agrees to make available and to disburse Grants Funds to Sub-recipient in the amount of **\$79,326** to be used to pay for equipment and upgrades as outlined in the grant application budget.

Section 2. DISBURSEMENT

The Sub-recipient shall have the right to disbursement from the Grant Funds on a quarterly basis after Recipient receives such funds from the USDOJ, and in any amount(s) approved by Recipient, such total

amount(s) not to exceed **\$79,326** in Grant Funds, provided Sub-recipient meets all the terms and conditions set forth in this Agreement.

Payments made by the Recipient to the Sub-recipient under this agreement will be issued upon receipt of an original invoice from Sub-recipient setting forth the amount due and payable pursuant to Item 4 of this agreement via a claim of reimbursement. Invoices will be reviewed by the Greensboro Police Department's Fiscal Management Office and City Financial Analyst for allowable and reasonable expenses as outlined in the approved grant budget. Upon approving an invoice, a check request will be submitted to the Finance Department and a check will be issued within 7 to 10 business days by the Recipient. All services must be performed to the satisfaction of the Recipient prior to any reimbursement being submitted for processing by the City's Finance Department and payment being made.

Section 3. TERM

This agreement and the terms and conditions contained herein shall remain in full force and effect from October 1, 2022 until September 30, 2026, the end of the Project Period as set forth in the Grant Award.

Section 4. DOCUMENTS REQUIRED PRIOR TO DISBURSEMENT JAG FUNDS

Sub-recipient agrees that prior to the initial disbursement of funds to Sub-recipient; it shall deliver to Recipient the following documents:

- (a) Copies of expenditure invoices
- (b) Proof of Payment
- (c) Explanation of specific outcome and benefits derived from use of the JAG funds.

Section 5. ASSURANCES

Sub-recipient assures that it will comply with all legal and administrative requirements that govern the acceptance and use of federal grant fund by Recipient as set forth in Exhibit A attached hereto and made a part of this Agreement as if fully set forth herein.

Sub-recipient further agrees that it will comply with all applicable Federal civil rights laws, including requirement pertaining to developing and/or submitting an Equal Employment Opportunity Plan, reporting Findings of Discrimination, and providing language services any time upon request.

Sub-recipient agrees to provide the Recipient with a copy of the Equal Employment Opportunity Plan on file in accordance with 28 CRF 42.301 (d). A copy will be retained in the Greensboro Police Department's Fiscal Management Office and produced at the request of the Department of Justice (DOJ), Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA).

Section 6. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

It is the policy of City that City and its Sub-recipients, its employees, agents, Sub-recipients and others engaged by Sub-recipient that 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, Sub-recipient agrees that neither Sub-recipient nor its employees, agents, Sub-recipients or others engaged by Sub-recipient shall discriminate against any person, whether employed by Sub-recipient or otherwise, for any basis stated herein. Sub-recipient further agrees to take affirmative action to insure that its employees, agents, Sub-recipients and others engaged by Sub-recipient, 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-recipients or others to be engaged by Sub-recipient or placed by or on behalf of Sub-recipient, Sub-

recipient 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.

Section 7. CHOICE OF LAW AND FORUM

This contract shall be deemed made in Guilford County, North Carolina. This contract 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 contract 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.

Section 8. ASSIGNMENT, SUCCESSORS AND ASSIGNS

Without the City's written consent, the Sub-recipient 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 Sub-recipient and all assigns shall be subject to all of the City's defenses and shall be liable for all of the Sub-recipient's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Sub-recipient the right to assign, it is agreed that the duties of the Sub-recipient that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

Section 9. RECORDS AND REPORTS

Sub-recipient shall maintain records and other documentation accounting for the use of the JAG Funds as required by the Department of Justice and as outlined by the office of Management and Budget for the Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation Funds. Such records may be reviewed by the Recipient at any time upon request.

Section 10. COMPLIANCE WITH LAW

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

Sub-recipient shall use JAG Funds solely for activities authorized by and in accordance with all Federal laws and regulations as set forth in the Program Solicitation, attached hereto as Exhibit "B".

Section 11. COMPLIANCE WITH CITY POLICY

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".

Section 12. SUSPENSION AND TERMINATION

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. Termination or suspension of this agreement may occur if Sub-recipient materially fails to comply with any terms of this Agreement or the conditions set forth herein. Any such termination shall be effected by the delivery to Sub-recipient 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 executor are discharged except to the extent that any right based upon prior breach or performance shall survive such termination. Sub-recipient shall promptly deliver to City all goods, items and documents for which City has paid 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 Sub-recipient up to and until the time of termination.

Section 13. FEDERAL FUNDING- UNIFORM GUIDANCE. The Parties agree that when utilizing federal funding in the performance of this Agreement, the Parties shall comply with all applicable provisions of 2 C.F.R 200.326 and 2 C. F. R. Part 200, Appendix II (Uniform Guidance), including, but not limited to: The Equal Employment Opportunity Clause (41 C. F. R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C.1352); Procurement of Recovered Materials (2 C.F.R. 200-322); and Record Retention Requirements (2 C.F.R.200-324).

Section 14. EVENTS OF DEFAULT

Any of the following shall constitute an “Event of Default” hereunder:

The failure of Sub-recipient to perform any of the terms and conditions of this Agreement or any other document required under this Agreement;

The failure of Sub-recipient to furnish from time to time, at Recipient’s request, financial information or other records required by Recipient; or

The failure of Sub-recipient to use by September 30, 2026 the JAG funds for approved uses in implementing the approved project.

Section 15. INDEMNIFICATION

The Recipient and Sub-Recipient agree that each party shall not be legally nor financially responsible for any claims, losses, damages, liabilities, costs, expenses, or obligations that arise or result from the actions of the other party in performance of the services of this agreement. To the extent allowed by law, the Recipient and Sub-Recipient shall only be legally or financially responsible for claims, damages, losses, liabilities, costs, obligations, and expenses incurred or resulting from, their own respective actions or those actions of their own respective employees, or its agents in the performance of this agreement.

Section 16. NO THIRD PARTY RIGHT CREATED

This Agreement is intended for the benefit of City and Sub-recipient and not any other person.

Section 17. MODIFICATION

Further modification of this Agreement is not valid unless signed by both parties and otherwise in accordance with requirements of law.

THE UNDERSIGNED, as authorized representative on behalf of the Recipient or the Sub-recipient, have executed this Agreement, which shall be effective as of the date first written above.

Department Head Recommendation Authorization
John Thompson, Chief of Police

This instrument has been pre-audited in the manner required
By the Local Government Budget and Fiscal Control Act.

Deputy Finance Officer

APPROVED AS TO FORM:

City Attorney

CITY OF GREENSBORO
AUTHORIZATION

ATTEST:

BY _____
Assistant City Manager

City Clerk

ATTEST:

County of Guilford

County Clerk

County Manager

County Attorney

Exhibit “A”

September 22, 2023

Dear Christian Wilson,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF GREENSBORO for an award under the funding opportunity entitled 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$318,541.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Exhibit "B"
Federal Laws and Regulations

Federal Authorization

The JAG Program is authorized by Title I of Public Law 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

Administrative Requirements, Cost Principles & Audit Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2023 award from OJP.

Financial Oversight

The recipient agrees to comply with the DOJ Grants Financial Guide, including any updated version that may be posted during the period of performance. (<https://ojp.gov/financialguide/DOJ/index.htm>)

OJP expects that all (or virtually all) awards made in FY 2023 will include all of the award conditions set out below.

Individual awards typically also will include additional award conditions. Those additional conditions may relate to the particular statute, program, or solicitation under which the award is made; to the substance of the funded application; to the recipient's performance under other federal awards; to the recipient's legal status (e.g., as a for-profit entity); or to other pertinent considerations.

(<https://www.ojp.gov/funding/explore/legaloverview2023/mandatorytermsconditions#1>)

- Requirements of the award; incorporation by reference; remedies for non-compliance or for materially false statements
- Applicability of Part 200 Uniform Requirements
- Compliance with DOJ Grants Financial Guide
- Reclassification of various statutory provisions to a new Title 34 of the United States Code
- Required training for Grant Award Administrator and Financial Manager
- Requirements related to "de minimis" indirect cost rate
- Requirement to report potentially duplicative funding
- Requirements related to System for Award Management and Universal Identifier Requirements
- Employment eligibility verification for hiring under the award
- Requirement to report actual or imminent breach of personally identifiable information (PII)
- All sub-awards ("sub-grants") must have specific federal authorization
- Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000
- Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)
- Determination of suitability to interact with participating minors
- Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events
- Requirement for data on performance and effectiveness under the award
- OJP Training Guiding Principles
- Effect of failure to address audit issues
- Potential imposition of additional requirements
- Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42
- Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54
- Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38
- Restrictions on "lobbying"
- Compliance with general appropriations-law restrictions on the use of federal funds (FY 2023)

- Compliance with restrictions on the use of federal funds - prohibited and controlled equipment under OJP awards
- Reporting potential fraud, waste, and abuse, and similar misconduct
- Restrictions and certifications regarding non-disclosure agreements and related matters
- Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)
- Encouragement of policies to ban text messaging while driving
- Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

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 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 may 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.
- **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
- **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.