

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Grant Acceptance - Department of Public Safety Disaster Relief & Recovery/Mitigation/Resiliency Directed Grant	
FROM: Public Services Department	MEETING DATE: February 19, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Budget Ordinance Amendment Grant Agreement	

PURPOSE: Staff is requesting approval of a budget ordinance amendment for funding received in the amount of \$1,500,000 through the Department of Public Safety Disaster Relief and Recovery/Mitigation/Resiliency directed grant as a result of support through Representative John Faircloth. The requested funds would be used for the purchase of properties and engineering design/evaluation for the construction of a new dam at Arnold Koonce City Lake.

BACKGROUND: Arnold Koonce City Lake Dam is nearly 100 years old and was constructed well before modern dam safety standards were developed. As such, the dam does not meet NC DEQ Dam Safety requirements for stability or spillway capacity, and it has several other dam safety-related deficiencies. A consultant has completed a Probable Maximum Precipitation (PMP) study (2021) and an Alternative Analysis Report, Second Revision (2022). The investigations performed previously by the consultant were tailored to provide information to support analyses of the existing dam and analysis of non-replacement alternatives.

The proposed scope of work for this phase of the project is to support design of the replacement dam and rehabilitation or replacement of infrastructure. In general, the additional investigations include a bathymetric survey of the lake and a portion of the spillway outlet channel, an existing condition survey of the left abutment and acquiring properties on Knollwood Drive, determining the approximate locations of the raw water pipelines downstream of the dam, an underwater investigation of the water supply infrastructure, and a geotechnical investigation within the footprint of the proposed replacement dam.

BUDGET IMPACT: A budget ordinance amendment appropriating the grant award is included with this item.

RECOMMENDATION/ACTION REQUESTED: The Public Services Department recommends approval to accept the grant award, approve the budget ordinance for the Arnold Koonce City Lake Dam property acquisition/design, and that the appropriate City official and/or employee be authorized to execute all necessary documents.



“AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS FOR THE ARNOLD KOONCE CITY LAKE DAM PROJECT

Be it ordained by the City Council of the City of High Point, North Carolina, as follows:

Section 1. The proposed amendment appropriates \$1,500,000 in state grant funds to assist in the acquisition of property and design for the Arnold Koonce City Lake Dam project.

Section 2. The 2023-2024 Budget Ordinance of the City of High Point should be amended as follows:

(A) That the following Special Revenue Fund revenues be amended as follows:

State Grants – NC Department of Public Safety	\$1,500,000
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(B) That the following Special Revenue Fund expenditures be amended as follows:

Property Acquisition/Design	\$1,500,000
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Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. That this ordinance shall be effective from and after its passage."

Adopted by High Point City Council, this the 19th day of February 2024

Cyril Jefferson, Mayor

ATTEST

Sandra Keeney, City Clerk

North Carolina Department of Public Safety Directed Grants Agreement

Agreement # CITY OF HIGH POINT 2023-2024 FY 2023 DEPARTMENT OF PUBLIC SAFETY DISASTER RELIEF AND RECOVERY/MITIGATION/RESILIENCY DIRECTED GRANT, NC APPROPRIATIONS ACT OF 2023, HOUSE BILL 259, SECTION 5.3(a)-(c) & SECTION 5.6(a)-(l)

This Agreement is hereby entered into by and between the Department of Public Safety (the "AGENCY") and the City of High Point (the "RECIPIENT") (referred to collectively as the "Parties"). The RECIPIENT's federal tax identification number is **56-6000231**.

1. PURPOSE & AUTHORITY

The purpose of this Memorandum of Agreement (MOA) is to establish roles, responsibilities and procedures to implement the terms and conditions of the FY 2024 Department of Public Safety Disaster Relief and Recovery/Mitigation/Resiliency Directed Grant, NC Appropriations Act of 2023, [House Bill 259](#), Sections 5.3(a)-(c) and 5.6(a)-(l). The purpose of this grant is to provide directed grants to non-state entities established in accordance with appropriations contained in Session Law 2023-134 (HB 259) for disaster relief, recovery, mitigation, and resiliency.

This grant award and MOA are authorized under the provisions of: (1) NC Appropriations Act of 2023, House Bill 259 / SL 2023-134. The funds awarded under this grant must be used in compliance with all applicable federal, state, local and tribal laws, and regulations, including N.C.G.S. §§ 143C-6-21, 143C-6-22, 143C-6-23 and 09 NCAC 03M, and for governmental entities and public authorities subject to the Local Government Commission (LCG), N.C.G.S. Chapter 159 and 20 NCAC 03. By accepting this award, RECIPIENT agrees to use these funds in a manner consistent with all applicable laws and regulations.

2. EFFECTIVE TERM & PERIOD OF PERFORMANCE

This Agreement shall become effective upon signature by the Parties and this agreement shall terminate on June 30, 2025. Notwithstanding the effective date of this agreement, the period of performance (POP) for this directed grant is retroactive to July 1, 2023, the first day of state fiscal year 23-24, and the last day of the POP is June 30, 2025, the last day of state fiscal year 24-25. Recipient must expend or encumber all directed grant funds within the POP. Expend or encumber are defined in [N.C. Gen. Stat. § 143C-1-1](#), which is incorporated here by reference. Unless otherwise expressly authorized by AGENCY, any directed grant funds not expended or encumbered within the POP must be returned by RECIPIENT to AGENCY within 30 days of the end of the POP.

3. DEFINITIONS

- Closeout: the final grant stage where, after completion of the scope of work, the RECIPIENT submits supporting documentation to AGENCY that funds have been expended consistent with their purpose in a fiscally responsible manner and the AGENCY administratively reviews the information and notifies RECIPIENT of administrative closing of the grant. See section 14 for closeout requirements.
- Directed Grant: legislatively directed grants to non-state entities. These grants provide a specific amount of state funds be directed to a named organization for a purpose described in the appropriations act in which the grant was included.
- Monitoring: The process of ensuring State funds are used responsibility and according to their purpose which involves a system of educating, reviewing, tracking, and reporting on the use of grant funds.

- Level I: A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year.
- Level II: A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) or greater, but less than five hundred thousand dollars (\$500,000) within its fiscal year.
- Level III A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year.
- Non-Compliance: failure by the grant awardee to follow the terms of this agreement, applicable federal or state law, and/or to use funds inconsistently with the purpose of the directed grant as defined by the General Assembly. See section 7 – Monitoring and Auditing.
- General Assembly: the bicameral legislature of the State of North Carolina, consisting of the State House of Representatives and State Senate.
- Encumbrance: As defined by the State Budget Act, [N.C. Gen. Stat. § 143C-1-1](#), A financial obligation created by a purchase order, contract, salary commitment, unearned or prepaid collections for services provided by the State, or other legally binding agreement.
- Budget: As defined by the State Budget Act, [N.C. Gen. Stat. § 143C-1-1](#), A plan to provide and spend money for specified programs, functions, activities, or objects during a fiscal year.

4. RECIPIENT'S RESPONSIBILITIES

The RECIPIENT is responsible for all the following:

Required Documents/Forms

RECIPIENT must submit the following documents to AGENCY upon execution of this MOA:

- i. W-9 (09 NCAC 03M .0202)
- ii. [Electronic Payment / Vendor Verification Form](#) (09 NCAC 03M .0202)
- iii. Conflict of Interest Policy (G.S. 143C-6-23. (b))
- iv. [Sworn \(Notarized\) No Overdue Tax Debt Certification](#) (G.S. 143C-6-23.(c))

Scope of Work and Budget (Attachment A)

RECIPIENT must provide a Scope of Work & Budget to AGENCY, and the Scope of Work & Budget must be approved by AGENCY before AGENCY can release any funds to RECIPIENT under this agreement.

The Scope of Work clearly and concisely defines the specific project(s) to be completed with the directed grant funds in this agreement, identifies the gaps and/or priorities addressed by the project(s), and provides the timeline and budget for the project(s). RECIPIENT is required to use the funds in the amounts as set forth in RECIPIENT's Budget. RECIPIENT must submit an amended budget to AGENCY if RECIPIENT wants to reallocate and/or redistribute the funds from a previously approved budget. See **Attachment A** for Scope of Work template including budget.

Quarterly Reports (Attachment B)

The RECIPIENT understands and acknowledges that total funding level available under this agreement will not exceed the amount allocated by the General Assembly **\$1,500,000.00**.

RECIPIENT must submit a **Quarterly Report** (90-day) to AGENCY for every quarter of the POP. Quarterly reports are due within 15 calendar days of the end of each quarter as follows:

- ☐ 1st July 01 – September 30 (Due October 15)
- ☐ 2nd October 01 to December 31 (Due January 15)
- ☐ 3rd January 01 to March 31 (Due April 15)
- ☐ 4th April 01 to June 30 (Due July 15)

Quarterly reports shall at a minimum include:

- i. Period stating beginning balance of the Project Fund.
- ii. Total expenses disbursed (aggregate totals) by the following project uses:
 - a. Employee Expenses (e.g., program related staffing).
 - b. Service and Contract expenses (e.g., utilities, telephone, data, lease related expenses).
 - c. Goods (e.g., supplies and equipment) expenses.
 - d. Administration Expenses (e.g., overhead & project management).
 - e. Other expenses (e.g., related charges not assigned above and described by RECIPIENT).
- iii. Period ending balance of the RECIPIENT funding disbursed pursuant to this agreement.
- iv. A descriptive summary of how the funds were used including outcomes and specific deliverables. or accomplishments to date.
- v. **Attachment B** is a copy of the quarterly report.
- vii. Quarterly reports shall be email: michael.grant@ncdps.gov

Request for Payment (Attachment B)

RECIPIENT must submit requests for payment of funds to AGENCY with all required documentation attached for **\$375,000.00** distributed quarterly, not to exceed a total of **\$1,500,000.00**. Once AGENCY is satisfied that RECIPIENT has provided all required documentation, the requested distributions can be processed for payment. The distributions of funds will be coded to cost center(s) **206631 56601590 1901176** in the North Carolina Financial System (NCFS)

RECIPIENT shall complete a “Request for Payment of Appropriation(s) from North Carolina General Fund” each quarter and submit to AGENCY, along with all required documentation. Funds will be paid quarterly after AGENCY receives all required documentation, including quarterly reports. See **Attachment B** for request for payment template.

Other Conditions

Pursuant to N.C.G.S 143C-1-1, the RECIPIENT understands and agrees that agreement funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, the AGENCY will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.

RECIPIENT must complete any procurement(s) and expenditures no later than the end of the POP on June 30, 2025.

No Match Requirement. RECIPIENT is not required to provide matching funds in cash or in-kind for this award.

Indirect Costs. No indirect costs will be charged to this award.

Municipalities, counties, and other entities subject to the Local Government Commission will follow the Local

Government Finance Act, N.C.G.S. 159-34.

Directed grants to nonprofit organizations are for nonsectarian, nonreligious purposes only (S.L. 2022-74, Sec. 5.3(b)5).

Compliance

RECIPIENT understands and acknowledges required compliance with all applicable statutory provisions outlined in N.C.G.S. 143C-6-23 and 09 NCAC 03M .0205, Minimum Reporting Requirements for Recipients and Subrecipients.

RECIPIENT shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. RECIPIENT shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants.

Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339 (incorporated by reference in this MOA), and/or termination of the award per 09 NCAC 03M.0801 and 2 CFR 200.340 (incorporated by reference in this MOA). Additional conditions may also be placed on RECIPIENT for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring and possible placement of RECIPIENT on the Suspension of Funding List ([SOFL](#)) maintained by the State Office of State Budget & Management ([OSBM](#)).

Conflict of Interest

Per [N.C.G.S. § 143C-6-23\(b\)](#), RECIPIENT is required to file with AGENCY a copy of RECIPIENT's policy addressing conflicts of interest that may arise involving the grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the grantee's employees or members of its board or other governing body, from the grantee's disbursing of State funds, and shall include actions to be taken by the grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. **The policy shall be filed before AGENCY may disburse any grant funds.**

In conjunction with providing the conflict-of-interest policy to AGENCY, RECIPIENT must disclose in writing to AGENCY, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of this grant award.

This includes RECIPIENT's responsibility to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts or subgrants. No employee, officer, or agent may participate in the selection, award, or administration of a contract or subgrant supported by this grant award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract or subgrant. The officers, employees, and agents of the RECIPIENT may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts or subgrants. RECIPIENT may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the RECIPIENT. All RECIPIENTs must disclose in writing to RECIPIENT, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting, subcontracting and sub-granting with funds provided under this grant award. Upon request, RECIPIENT must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.

State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M

North Carolina state law ([N.C.G.S. 143C-6-23](#) and [09 NCAC 03M](#)) requires every nongovernmental entity (including non-profit organizations) that receives state or federal pass-through grant funds from state agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year. **Government entities including counties and local governments are not required to file these reports.**

Audit Requirements

The RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents, and facilities of the RECIPIENT are subject to being audited, inspected, and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide AGENCY staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting, and related requirements.

If RECIPIENT is a unit of local government in North Carolina, RECIPIENT may be subject to the audit and reporting requirements in [N.C.G.S. 159-34](#), Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the SUBRECIPIENT and are subject to change (see [Local Government Commission](#) for more information). See also [20 NCAC 03](#) (Local Government Commission).

AGENCY'S DUTIES & PAYMENT PROVISIONS

AGENCY shall ensure that funds allocated and disbursed comply with the intent and guidance from the Office of State Budget & Management and ensure compliance with related state statutes and financial management standards.

AGENCY will register all state assistance programs and awards with OSBM as required, and AGENCY will comply with the requirements of OSBM's [Grants Management System](#) as applicable.

The AGENCY shall pay the RECIPIENT on a quarterly basis with each payment being an equal amount of **\$375,000.00** not to exceed total grant amount of **\$1,500,000.00**. Payment shall be made once the AGENCY is satisfied that the RECIPIENT has provided all the required documentation, the requested distributions can be processed for payment. The distributions of funds will be coded to **206631 56601590 1901176**.

AGENCY will submit grant monitoring plan(s) to OSBM as required.

AGENCY will provide education and technical assistance to directed grant recipients through one-on-one communication, live group events and/or web-based information to provide instruction on required documents and the process of receiving grant funds.

5. FUNDS MANAGEMENT

Accounting. RECIPIENT agrees that funds paid through this contract shall be accounted for in a separate fund and accounting structure within the RECIPIENT's central accounting and grant management system. RECIPIENT agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 3 above.

Travel. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this MOA shall be reasonable and supported by documentation. State rates should be used as guidelines and shall not be exceeded. International travel shall not be eligible under this MOA.

Taxes. No taxes will be charged to this award. If eligible, SUBRECIPIENT shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this grant, pursuant to [N.C.G.S. 105-164.14](#); and (b) exclude all refundable sales and use taxes from all reported expenditures.

6. AGREEMENT ADMINISTRATORS

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

For the AGENCY	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Allis Talley-Burton, Controller NC Department of Public Safety 2000 Yonkers Rd. Raleigh, NC27699-4220 Telephone: 919-866-3668 Fax: 984-920-8887 Email: allis.talley-burton@ncdps.gov	Allis Talley-Burton, Controller NC Department of Public Safety 2000 Yonkers Rd. Raleigh, NC27699-4220 Telephone: 919-866-3668 Fax: 984-920-8887 Email: allis.talley-burton@ncdps.gov

For the RECIPIENT	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Bobby Fitzjohn, Financial Services Director City of High Point P.O. Box 230 High Point, NC 27261 Telephone: 336-883-3245 Fax: 336-883-8572 Email: bobby.fitzjohn@highpointnc.gov	Bobby Fitzjohn, Financial Services Director City of High Point P.O. Box 230 High Point, NC 27261 Telephone: 336-883-3245 Fax: 336-883-8572 Email: bobby.fitzjohn@highpointnc.gov

7. MONITORING AND AUDITING

RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents, and facilities of the RECIPIENT are subject to being audited, inspected, and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide AGENCY staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting, and related requirements.

AGENCY is required by law to monitor and oversee directed grant funds to ensure State financial assistance is spent consistent with the purposes for which it was awarded, [09 N.C.A.C. 03M.0401](#), and AGENCY will review the documentation provided by RECIPIENT to ensure adequate progress is being made toward achieving project goals and objectives.

AGENCY will assess RECIPIENT for risk using the factors adopted by Office of State Budget and Management:¹

Grant Amount

Low: Less than or equal to \$250,000

Moderate: Greater than \$250,000 or less than \$5,000,000

High: Greater than or equal to \$5,000,000

Number of Subrecipients

Low: 0 Moderate: Less than or equal to 5 High: Greater than 5

Entity Type

Low: County, School System Moderate: Municipality, Hospital High: Nonprofit – Construction, Nonprofit-Other, Other

Other factors

Other factors such as staff turnover, system changes, audit findings, monitoring issues and prior experience with grant recipient may also be considered when accessing the risks.

Based on the combination of those three indicators, grantee recipients will be identified with a risk assessment of Low, Moderate or High.

Levels of Monitoring Based on Risk

AGENCY will review financial and performance information for high-risk grantees to ensure each report is completed in accordance with the grant agreement and when expenditures are listed, review for allowability.

Based on time availability, AGENCY will select a sample of medium and low risk grant recipients for the same review as high-risk recipients.

Noncompliance with Agreement Terms

If RECIPIENT fails to comply with any term of this Agreement but the non-compliance is not the result of mismanagement or criminal misuse of funds, AGENCY shall address the non-compliance by

- (1) Communicating the requirements to RECIPIENT.
- (2) Requiring a response from RECIPIENT upon a determination of noncompliance.

¹ Office of State Budget and Management (OSBM) Recipient Monitoring Plan (May 2022)

(3) Suspending payments to the RECIPIENT until RECIPIENT complies.

If RECIPIENT fails to correct the non-compliance within 60 days, AGENCY may

- (1) Terminate this Agreement and seek return of unexpended funds or unauthorized expenditures. And
- (2) Offset future payments with any amounts improperly spent.

If RECIPIENT'S non-compliance includes management deficiencies or criminal activity leading to the misuse of funds, AGENCY shall notify the Office of State Budget and Management and:

- (1) Suspend payments until the matter has been fully investigated and corrective action has been taken.
- (2) Terminate the contract and take action to retrieve unexpended funds or unauthorized expenditures. And
- (3) Report possible violations of criminal statutes involving misuse of State property to the State Bureau of Investigation, in accordance with G.S. 143B-920.

8. SITUS

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

9. SUBCONTRACTING AND ASSIGNMENT

RECIPIENT will not assign or subcontract without obtaining written approval. The RECIPIENT agrees that by assigning or subcontracting any work related to the contract to a subcontractor or SUB-RECIPIENT, that such entities shall comply with the following:

- (a) The RECIPIENT or SUB-RECIPIENT is not relieved of any of the duties and responsibilities of the original contract; and
- (b) The SUB-RECIPIENT agrees to abide by the standards contained in this contract and to shall provide all information to allow the RECIPIENT to comply with these standards.

RECIPIENT agrees that all SUB-RECIPIENTS to this agreement shall comply with the following provisions of the North Carolina Administrative Code: "09 NCAC 03M .0203 SUB-RECIPIENT RESPONSIBILITIES."

10. ADVERTISING

RECIPIENT agrees not to use the existence of this contract, the name of the AGENCY, the or the name of the State of North Carolina as part of any commercial advertising, without prior written approval of the AGENCY.

11. COMPLIANCE WITH LAW

The RECIPIENT shall remain an independent RECIPIENT and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The RECIPIENT represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of or have any individual contractual relationship with the AGENCY. The RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of his business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

12. TERMINATION OF AGREEMENT

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended or unencumbered funds shall be transferred to the AGENCY.

13. AMENDMENTS

This Agreement may be amended in writing which documents approval of changes by both the AGENCY and the RECIPIENT.

14. CLOSEOUT REPORTING REQUIREMENTS

Following the principles of 2 CFR 200.344 (incorporated by reference in this MOA), RECIPIENT must submit to AGENCY, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the grant award, and this MOA.

This includes, at a minimum:

The RECIPIENT agrees to submit to the AGENCY a complete performance and expenditure status report (final report) within ninety (90) days after expiration of this agreement June 30, 2025:

- 1) A complete accounting of how the appropriated funds were used;
- 2) A complete performance status report; and
- 3) A Certification stating the funds were used for the purpose appropriated (AGENCY will supply template).

The above noted reports shall include RECIPIENT and SUB-RECIPIENT reporting information related to the above noted quantitative results and accomplishments. RECIPIENT and any SUB-RECIPIENTS agree that all program activity results information reported shall be subject to review and authentication as described in Paragraph 7 and RECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by the AGENCY, as the AGENCY executes any audit internal audit responsibilities.

RECIPIENT will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the AGENCY, the RECIPIENT will receive official notification of agreement close-out. The letter will inform the RECIPIENT that the AGENCY is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

RECIPIENT agrees to submit to all required closeout documentation (final report) to AGENCY within ninety (90) days after expiration of this agreement on June 30, 2025, giving RECIPIENT until September 30, 2025, to submit final report.

AGENCY will not release the final fourth quarter payment to RECIPIENT unless/until RECIPIENT has submitted all required closeout documentation and AGENCY has approved that documentation.

Performance Reporting

The above noted closeout documentation shall include adequate information from RECIPIENT showing qualitative and quantitative results in accomplishing the approved Scope of Work in Attachment A. The purpose of this performance reporting is for RECIPIENT to demonstrate exactly how the grant funds were utilized to accomplish the approved scope of work, as well the impact of the completed work (to the extent known at the time of grant closeout).

Final Accounting & Supporting Documentation

The above noted closeout documentation must include sufficient documentation that approved expenditures have been properly invoiced and paid by RECIPIENT, and that the products and/or services have in fact been received by RECIPIENT. RECIPIENT must provide a final summary of all expenditures funded by this grant. Summary of expenditures should include at a minimum: vendor name, date of purchase, invoice number, total invoice amount, and amount paid for with grant funds.

RECIPIENT shall also include all legible and complete invoices and receipts detailing the expenses funded with this grant. The total amount of these invoices and receipts shall be equal to the full amount of the award.

If the total amount of these invoices and receipts exceeds the full amount of the award, RECIPIENT is required to clearly indicate the exact amount(s) paid with grant funds, equaling the full amount of the amount.

If the total amount of these invoices and receipts is less than the full amount of the award, AGENCY will reduce the final quarterly payment by the amount of the underrun. If the underrun exceeds the final quarterly payment, RECIPIENT will be required to reimburse AGENCY for the amount of the unrecovered underrun within 30 days of notification by AGENCY.

Invoices, receipts, and associated documentation must contain the following information:

- ☐ Name and address of the vendor or establishment providing the product or service.
- ☐ Vendor/Payee invoice number, account number, and any other unique meaningful identifying number.
- ☐ Date the product or service was provided.
- ☐ Itemized description of all products or services.
- ☐ Unit price of products or services (if applicable).
- ☐ Total amount charged.
- ☐ Proof of payment of expenses associated with the project.

15. ATTACHMENTS

All attachments to this Agreement are incorporated as if set out fully herein.

A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of the MOA shall be controlling, but only to the extent of such conflict or inconsistency.

B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:

- ☐ Attachment A - Scope of Work & Budget
- ☐ Attachment B - Quarterly Report & Accounting
- ☐ Attachment C – State Grant Tax Certification
- ☐ Conflict of Interest Policy

16. AUTHORIZED SIGNATURE WARRANTY

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. **In Witness Whereof**, the RECIPIENT and the AGENCY have executed this Agreement in duplicate originals, with one original being retained by each party.

CITY OF HIGH POINT

Signature	Date
Bobby Fitzjohn	
Printed Name	Title

NC DEPARTMENT OF PUBLIC SAFETY

Signature	Date
Allis Talley-Burton	Controller
Printed Name	Title