

# CITY OF HIGH POINT AGENDA ITEM



**Title: Resolution - 2019 Edward Byrne Memorial Justice Assistance Grant (J.A.G.) Interlocal Agreement**

**From:** J. Travis Stroud, Chief of Police

**Meeting Date:** August 1, 2022

**Public Hearing:** Yes

**Advertising Date /  
Advertised By:** N/A

**Attachments:** Resolution, Interlocal and Sub-Recipient Agreement, and Award

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## **PURPOSE:**

Adopt Resolution ratifying an Interlocal and Sub-recipient Agreement with Guilford County to receive the 2019 Byrne Justice Assistance Grant (J.A.G.) funding.

## **BACKGROUND:**

The 2019 J.A.G. Grant award was initially distributed between the City of Greensboro (as the lead/fiscal agent) with Guilford County and the City of High Point as sub-recipients. However, the City of Greensboro subsequently declined its allocation of the award totaling \$138,075.00. Federally approved award modifications will allow the grant projects to move forward, with Guilford County serving as the awardee and the City of High Point as the sole sub-recipient. As a result, the City of High Point agrees to accept \$120,029.50 in J.A.G. funds. The amount is calculated on the City of High Point's original award of \$50,992.00 plus one-half of the redistributed portion of the City of Greensboro's allotment of \$69,037.50.

The High Point Police Department proposes using the 2019 J.A.G. funding to purchase a BrassTraxHD3D Cartridge Case Acquisition Station with a triage scope. The station captures highly detailed images of fired cartridge cases, including firing pin impressions on the primer, breech face, extractor, and injector markings. A 3-year warranty will also be purchased in support of the station. This purchase will allow the Department to adopt technology in the form of new-and-improved tools to aid officers in solving violent gun crimes.

## **BUDGET IMPACT:**

No match is required. However, the Department's portion of the JAG totals \$120,029.50. The BrassTraxHD3D Cartridge Case Acquisition Station with triage scope has an estimated cost of \$144,853 excluding tax. The additional funds totaling \$24,823.50 will be identified from the Department's NC Drug Excise Tax Funds.

## **RECOMMENDATION / ACTION REQUESTED:**

Council is recommended to adopt a Resolution authorizing the execution of an Interlocal Agreement between the City of High Point and the County of Guilford for shared use of the 2019 Edward Byrne Memorial Justice Assistance Grant Funds.

**RESOLUTION AUTHORIZING THE EXECUTION OF**

**AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HIGH POINT, NC;  
AND COUNTY OF GUILFORD, NC, FOR SHARED USE OF  
2019 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANT GRANT (J.A.G.) FUNDS**

**BE IT RESOLVED**, that the High Point City Council hereby authorizes the City Manager and the City Clerk to execute the attached Interlocal Agreement between Guilford County, and the City of High Point regarding the shared use of F.Y. 2019 Byrne Justice Assistance Grant (J.A.G.) Program Award funds of **\$120,029.50** as required by N.C.G.S. 160A Article 20, subject to pre-audit certificate thereon by the Finance Director and approval as to form and legality by the City Attorney. The original Agreement is incorporated herein by reference.

Adopted this the 1<sup>st</sup> day of August, 2022.

Mary S. Brooks  
Interim High Point City Clerk

**JAG GRANT SUB-RECIPIENT AGREEMENT  
(EFFECTIVE OCTOBER 1, 2022 -- FY 2022)**

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

THIS JAG GRANT SUB-RECIPIENT AGREEMENT (“Agreement”) is entered into by and between the **County of Guilford**, a North Carolina County (“Recipient” or “COUNTY”), and the **City of High Point**, a North Carolina municipal corporation (“Sub-recipient”). Recipient and Sub-recipient are collectively referred to herein as the “Parties”. Their respective UEI Nos. (formerly known as DUNS Nos) are **YBEQWGFJPMJ3** and **UVJAHE7H36N6**.

**RECITALS**

**WHEREAS**, Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (Public Law 90-151, 82 Stat. 197) was the authorizing legislation for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program and is presently codified in Title 34 United States Code §§ 10151 - 10203 (formerly Title 42 U.S.C. §§ 3750-3766b);

**WHEREAS**, the JAG Program is the primary provider of federal criminal justice funding to States and units of local government. The Assistance Listing Number (“ALN” f/k/a “CFDA”) number for the Edward Byrne Memorial JAG Program is 16.738;

**WHEREAS**, the U.S. Department of Justice (“USDOJ”) through its Office of Justice Programs (“OJP”) has approved Recipient’s application for funding under the FY 2022 Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation in the amount of **\$250,101.80** (“JAG Funds”) to be used for local initiatives, technical assistance, training, personnel, equipment, supplies contractual support, information systems for criminal justice and criminal justice-related research and evaluation activities;

**WHEREAS**, the 2019 JAG Grant award was originally to be distributed between the City of Greensboro (as award recipient) and the COUNTY and the CITY OF HIGH POINT (as award subrecipients), but, the City of Greensboro subsequently declined its allocation of the award (which totaled **\$138,075.00**), thus placing COUNTY in the role of recipient and the CITY OF HIGH POINT as the sole subrecipient;

**WHEREAS**, COUNTY and CITY OF HIGH POINT have entered into an Interlocal Agreement which is retroactive to the beginning on the project period October 1, 2018 with Sub-recipient, to reallocate the JAG Funds. Each Party has pre-audited the Interlocal Agreement and this Sub-recipient Agreement in the manner required by the Local Government Budget and Fiscal Control Act.; and

**WHEREAS**, each governing body, award recipient and sub-recipient (including recipients or sub-recipients that are pass-through entities) are accountable for Financial Management and System of Internal Controls as described in Title 2 of the Code of Federal Regulations, Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Subpart D (Post Federal Award Requirements), Section 200.303 which impose certain legal and administrative requirements upon award recipients and sub-recipients concerning the acceptance and use of federal JAG funds; and

**WHEREAS**, COUNTY and CITY OF HIGH POINT (as Recipient and Sub-recipient) desire to memorialize the terms and conditions of the disbursement of the JAG Funds in this Agreement and do hereby agree as follows:

### **Section 1. Grant Funds**

The total JAG Grant award of **\$250,101.80** will be reallocated by redistributing the City of Greensboro's allocated portion to the COUNTY and the CITY OF HIGH POINT as follows:

The COUNTY, as lead administrator/fiscal agent, agrees to allocate to the CITY OF HIGH POINT and the CITY OF HIGH POINT agrees to accept a total of **\$120,029.50** in JAG funds to be used to pay for equipment and upgrades as outlined in the grant application budget. This is calculated as the CITY OF HIGH POINT'S original award of **\$50,992.00** plus one-half of the redistributed portion of the City of Greensboro's allotment in the amount of **\$69,037.50**.

The COUNTY shall retain **\$130,072.30** in JAG funds to be used to pay for equipment and upgrades as outlined in the grant application budget. This is calculated as the COUNTY'S original award of **\$61,034.80** plus one-half of the redistributed portion of Greensboro's allotment in the amount of **\$69,037.50**. The COUNTY waives the collection of any costs or fees associated with its management of the JAG Grant award for the fiscal year relevant to this agreement.

### **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 **\$120,029.50** 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 Section 4 of this agreement via a claim of reimbursement. Invoices will be reviewed by the COUNTY for allowable and reasonable expenses as outlined in the approved grant budget. Upon approving an invoice, a check request will be submitted to the Guilford County Finance Department and a check will be issued by Recipient to Sub-Recipient within 7 to 10 business days. All services must be performed to the satisfaction of Recipient prior to any reimbursement being submitted for processing by the Guilford County Finance Department and payment being made.

### **Section 3. Term**

This Agreement and the terms and conditions herein shall remain in full force and effect until September 30, 2023, which is the end of the Project Period as set forth in the Grant Award.

### **Section 4. Documents Required Prior to Disbursement of 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; and
- (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 agrees 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 upon request.

Sub-recipient agrees to provide the Recipient with a copy of the Equal Employment Opportunity Program on file in accordance with 28 C.F.R. 42.304. A copy will be retained in the Guilford County Finance Department 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 the COUNTY that the COUNTY, its employees, agents, Sub-recipients and others engaged by Sub-recipient that COUNTY shall oppose 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, on any basis stated above. Sub-recipient further agrees to take affirmative action to ensure that its own 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, the 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 Agreement shall be deemed made in Guilford County, North Carolina and shall be governed by and construed in accordance with the laws of the State 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 COUNTY's written consent, the Sub-recipient CITY OF HIGH POINT shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise under this Agreement. Unless the COUNTY otherwise agrees in writing, the Sub-recipient and all assigns shall be subject to all the COUNTY's defenses and shall be liable for all the Sub-recipient's duties arising from this contract and all the COUNTY's claims arising from this Agreement. Without granting the Sub-recipient the right to assign, it is agreed the duties of the Sub-recipient arising from this contract shall be binding upon it and its 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 the Law**

In performing its duties under this Agreement, the Sub-recipient shall comply with all laws and regulations applicable 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 County Policy**

In performing its duties under this Agreement, the Sub-recipient shall comply with the COUNTY's Policy for Monitoring Sub-recipient Agencies Receiving Grant Funds, attached hereto as **Exhibit C**.

### **Section 12. Suspension and Termination**

COUNTY, in its sole discretion, may terminate this Agreement in whole or in part if COUNTY 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 or conditions of this Agreement. Any termination shall be affected by the delivering to Sub-recipient a written

notice of termination thirty (30) days before the effective date of the termination. In the event of termination by COUNTY, all obligations of either party which remain unperformed are discharged except to the extent that any right based upon prior breach or performance shall survive such termination. Upon termination, Sub-recipient shall promptly deliver to COUNTY all funds which COUNTY has provided under this Agreement, but which have not been expended. COUNTY shall pay in full for all goods, completed services, and expenses incurred by Sub-recipient pursuant to this Agreement 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 CFR 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:

- A. The failure of Sub-recipient to perform any of the terms and conditions of this Agreement or any other document required under this Agreement;
- B. The failure of Sub-recipient to furnish from time to time, at Recipient’s request, financial information or other records required by Recipient; or
- C. The failure of Sub-recipient to use by September 30, 2023 the JAG funds for approved uses in implementing the approved project.

### **Section 15. Indemnification**

To the fullest extent permitted under law, Sub-recipient shall indemnify and save harmless COUNTY, 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 Sub-recipient or its Sub-recipients 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 COUNTY, its agents, officers, or employees. In performing its duties under this section, Sub- recipient shall indemnify and save harmless COUNTY. 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 COUNTY that are otherwise provided in or arise out of this Agreement. This section 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.

#### **Section 16. No Third-Party Rights Created**

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

#### **Section 17. Modification**

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

#### **Section 18. Use of Funds, Pre-Audit Requirement, and Indirect Costs**

Each Party agrees to use their allocated JAG funds for purposes consistent with the grant program until expended. Neither Party shall, however, seek reimbursement of "indirect costs" from their JAG funds. Indirect costs include overhead expenses (e.g., rent and utilities) and general and administrative expenses (e.g., officers' salaries, accounting and personnel department costs). Each Party has pre-audited this agreement in the manner required by the Local Government Budget and Fiscal Control Act.

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

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

**GUILFORD COUNTY (Recipient)**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
**Sheriff's Office Representative**

**Date:** \_\_\_\_\_

**APPROVED AND AGREED TO BY:**

\_\_\_\_\_  
**Michael Halford,  
County Manager**

**Date:** \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**Robin B. Keller,  
Clerk to the Guilford County  
Board of Commissioners**

**Date:** \_\_\_\_\_



## Exhibit “A”

### ✓ Award Letter

December 22, 2021

Dear Michael Halford,

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 GUILFORD, COUNTY OF for an award under the funding opportunity entitled 2021 BJA FY 2021 Invited to Apply - Administrative Funding Adjustments to BJA Previously Funded Awards. The approved award amount is \$250,102.

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.

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.

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.

Congratulations, and we look forward to working with you.

Amy Solomon  
Principal Deputy Assistant Attorney General

### **Office for Civil Rights Notice for All Recipients**

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the

Exhibit “B”  
**Federal Laws and Regulations**

Federal Authorization

- This project is supported under FY 22 (BJA JAG State & JAG Local) per Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (Public Law 90-151, 82 Stat. 197) was the authorizing legislation for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program and is presently codified in Title 34 United States Code §§ 10151 - 10203 (formerly Title 42 U.S.C. §§ 3750-3766b); 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 200 (together, the Part 200 Uniform Requirements) apply to this FY 2018 award from OJP.

Financial Oversight

- The Recipient and Sub-recipient agree 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>)

Government-Wide Common Rules

The uniform administrative requirements for grants and cooperative agreements to State and local units of government (also known as Grants Management Common Rule for State and Local Units of Government) for the Department of Justice (DOJ) are codified at Title 28 CFR Part 66.

The uniform administrative requirements for grants and cooperative agreements with institutions of higher education, hospitals, and other nonprofit organizations for DOJ are codified at Title 28 CFR Part 70.

- Government-wide Debarment and Suspension (Non-procurement) is codified at Title 2 CFR Part 180, with DOJ- specific rules at Title 2 CFR Part 2867.
- Government-wide requirements for drug-free workplace (grants) rules are codified at Title 28 CFR Part 83.
- Restrictions on lobbying are codified at Title 28 CFR Part 69.

Administrative, National Policy, and other Legal Requirements

- Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
- Standard Assurances

Solicitation Requirements

- Civil Rights Requirements
- Financial Requirements
- Organizational Requirements
- Evidence, Research, and Evaluation Guidance and Requirements
- Mandatory Award Terms and Conditions
- Other Requirements
-

### Mandatory Award Terms and Conditions

- Financial Guide
- Civil Rights: EEOP
- Audit - States, Units of Local Government, or Non-Profit Organizations
- Use of Federal Funds
- Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct
- Prohibit Use of Funds for ACORN and its Subsidiaries
- High-risk - Cf. 28 C.F.R. parts 66, 70
- Registration with the System for Award Management and Universal Identifier Requirements
- Text Messaging Policy
- Conference Costs
- Training Guiding Principles for Awardees
- Reporting of Potential Duplication of Federal Funding for Identical Cost Items
- Nondiscrimination in Programs Involving Students
- Computer Network Requirement

### Financial Management and System of Internal Controls

In accordance with 2 CFR 200, Federal agencies must have in place a framework for evaluating the risks posed by applicants before they receive a Federal award. The award recipient must:

- (a) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the non-federal entity is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- (b) Comply with federal statutes, regulations, and the terms and conditions of the federal awards.
- (c) Evaluate and monitor the non-federal entity's compliance with statute, regulations and the terms and conditions of federal awards.
- (d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- (e) Take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or pass-through entity designates as sensitive or the non-federal entity considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

In order to better understand administrative requirements and cost principles, award applicants are encouraged to enroll, at no charge, in the Department of Justice Grants Financial Management Online Training.

Exhibit "C"

**GUILFORD COUNTY SHERIFF'S OFFICE POLICY FOR MONITORING SUB-RECIPIENT AGENCIES RECEIVING GRANT FUNDS**

□ **Oversight** – Guilford County will maintain regular communication with sub-recipient and make appropriate inquiries concerning program activities.

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

Guilford County will review quarterly financial and performance reports, along with required supporting documentation, submitted by the sub-recipient. This information must be submitted by sub-recipient to Guilford County by the 15<sup>th</sup> 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.

Guilford County will complete periodic onsite monitoring of sub-recipient in accordance with grantor requirements and related regulations to examine financial and programmatic records and observe operations. Sub-recipient 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 County staff** - All written requests from County staff shall be responded to by the Sub-recipient 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 County, 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 Guilford County Finance Department 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 County funds require that Guilford County 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 County 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 County funds shall be carried out in compliance with all applicable State, Federal, and local laws and regulations.

□ **County's Right to Visit Fund Recipients and Monitor for Compliance** - The County 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-recipient must obtain and submit a copy of the required audit to Guilford County within 30 days of issuance and approval of the report, or as provided in the grant agreement. The sub-recipient must directly notify Guilford County of any audit findings related to the sub-award.

Guilford County 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, Guilford County 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 Guilford County and/or Guilford County Finance 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 County 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 County Official will notify the respondent as to whether the issues have been resolved to the County's satisfaction. All Guilford County funding will be suspended until compliance issues are resolved to the satisfaction of Guilford County.

□ **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 County Internal Audit and/or Guilford County Finance 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.

**INTERLOCAL AGREEMENT**  
**between**  
**GUILFORD COUNTY, NC and THE CITY OF HIGH POINT, NC**

**2019 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

**THIS AGREEMENT** which was initially made and entered into on October 1, 2018 and remains effective through September 30, 2022 is by and between, GUILFORD COUNTY, North Carolina acting by and through its governing body, the Guilford County Board of Commissioners (hereinafter referred to as “the COUNTY”), and the CITY OF HIGH POINT, located in Guilford County, North Carolina, acting by and through its governing body, the High Point City Council.

**WITNESSETH:**

**WHEREAS**, Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (U.S. Public Law 90-151, 82 Stat. 197 – 239) was the authorizing legislation for the JAG Program and is presently codified in Title 34 United States Code §§ 10151 - 10203 (formerly Title 42 U.S.C. §§ 3750-3766b);

**WHEREAS**, the JAG Program is the primary provider of federal criminal justice funding to States and units of local government. The Assistance Listing Number (“ALN” f/k/a “CFDA”) number for the Edward Byrne Memorial JAG Program is 16.738;

**WHEREAS**, in general, JAG funds awarded to a unit of local government under this Fiscal Year 2022 award may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice;

**WHEREAS**, awards of at least \$25,000 or more are four years in length and the specific award period governed by this agreement runs from October 1, 2021 through September 30, 2022, but will be applied to FY 2022.

**WHEREAS**, each governing body, award recipient and sub-recipient (including recipients or sub-recipients that are pass-through entities) are accountable for Financial Management and System of Internal Controls as described in Title 2 of the Code of Federal Regulations, Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Subpart D (Post Federal Award Requirements), Section 200.303;

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party;

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement;

**WHEREAS**, this 2019 JAG Grant award was originally to be distributed between the City of Greensboro (as award recipient) and the COUNTY and the CITY OF HIGH POINT (as award subrecipients), but, the City of Greensboro subsequently declined its allocation of the award (which totaled **\$138,075.00**), thus placing COUNTY in the role of recipient and the CITY OF HIGH POINT as the sole subrecipient for FY 2022;

**WHEREAS**, the COUNTY will now serve as the lead administrator/fiscal agent for the 2019 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD and the CITY OF HIGH POINT shall be the sole subrecipient under this award; and

**NOW THEREFORE**, the total grant award of **\$250,101.80** will be reallocated by redistributing the City of Greensboro's allocated portion to the COUNTY and the CITY OF HIGH POINT as follows:

#### **Section 1.**

The COUNTY, as lead administrator/fiscal agent, agrees to allocate to the CITY OF HIGH POINT and the CITY OF HIGH POINT agrees to accept a total of **\$120,029.50** in JAG funds. This is calculated as the CITY OF HIGH POINT'S original award of **\$50,992.00** plus one-half of the redistributed portion of the City of Greensboro's allotment in the amount of **\$69,037.50**.

#### **Section 2.**

The COUNTY shall retain **\$130,072.30** in JAG funds. This is calculated as the COUNTY'S original award of **\$61,034.80** plus one-half of the redistributed portion of Greensboro's allotment in the amount of **\$69,037.50**. The COUNTY waives the collection of any costs or fees associated with its management of the JAG Grant award for the fiscal year relevant to this agreement.

#### **Section 3.**

JAG Withholding for NIBRS 3 Percent set-aside - Beginning in FY 2018, BJA is requiring, through the application of a special condition, that direct JAG award recipients not certified by their State (or, as applicable, the FBI) as NIBRS compliant to dedicate 3 percent of their JAG award toward achieving full compliance with the FBI's NIBRS data submission requirements under the UCR Program. The requirement for a NIBRS set-aside will be applicable to all jurisdictions in a disparate group, but will not otherwise be applied to sub-awards. However, both jurisdictions (GUILFORD COUNTY and CITY OF HIGH POINT) are NIBRS compliant; as such no set-aside is required unless otherwise stated by the granting agency.

#### **Section 4.**

Each Party agrees to use their allocated JAG funds for purposes consistent with the grant program until expended. Neither Party shall, however, seek reimbursement of "indirect costs" from their JAG funds. Indirect costs include overhead expenses (e.g., rent and utilities) and general and administrative expenses (e.g., officers' salaries, accounting and personnel department costs). Each

Party has pre-audited this agreement in the manner required by the Local Government Budget and Fiscal Control Act.

**Section 5.**

The parties shall seek reimbursement on a quarterly basis from the Bureau of Justice Assistance (BJA) via GUILFORD COUNTY serving as the lead administrator/fiscal agent.

**Section 6.**

Each party to this Agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**Section 7.**

There are no intended third-party beneficiaries to this agreement, and the parties to this Agreement do not intend for any third-party to obtain a right by virtue of this Agreement.

**Section 8.**

This Agreement may only be terminated as to any party, by that party's un-incorporation or written notice to each of the other parties thirty (30) days prior to the requested termination.

**Section 9.**

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

**Section 10.**

This Agreement may only be amended by a written amendment executed by the Parties.

**Section 11.**

This Agreement is subject to the jurisdiction and laws of the State of North Carolina. Any disputes between the Parties arising under this agreement shall be resolved in the General Court of Justice, Superior Court Division of Guilford County, North Carolina. If, for any reason, that Court lacks jurisdiction or the ability to hear and resolve such disputes, then any disputes between the Parties arising under this agreement shall be resolved in the United States District Court for the Middle District of North Carolina.

**Section 12.**

This Agreement, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the parties. All prior conversation or writings between the parties hereto or their representatives are merged within and extinguished.

**IN WITNESS WHEREOF**, the parties have set their hands and seals all pursuant to authority duly granted as of the day and year first above written.

**GUILFORD COUNTY, NC**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
**Sheriff's Office Representative**

**Date:** \_\_\_\_\_

**APPROVED AND AGREED TO BY:**

\_\_\_\_\_  
**Michael Halford,  
County Manager**

**Date:** \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**Robin B. Keller,  
Clerk to the Guilford County  
Board of Commissioners**

**Date:** \_\_\_\_\_

