

**Memorandum of Understanding**  
**Between the City of Fort Worth, TX and the City of North Richland Hills, TX**  
**FY 2017 Justice Assistance Grant**

- 1. PARTIES.** The parties to this Memorandum of Understanding (MOU) are the City of Fort Worth, Texas (“Recipient”) and the City of North Richland Hills, Texas (“Subrecipient”).
- 2. AUTHORITY.** This MOU sets forth the Recipient’s and the Subrecipient’s responsibilities under the U.S. Department of Justice (“DOJ”), Bureau of Justice Assistance, Fiscal Year 2017 Byrne Justice Assistance Grant (Grant).
- 3. PURPOSE.** The purpose of this MOU is to enhance the working relationship between the parties in order to facilitate effective implementation of the Grant, in compliance with the DOJ Program requirements. A portion of grant funds awarded under the Grant has been allocated to secure grant funding for the Tarrant County Mental Health Law Liaison Program, as outlined in the Grant agreement titled “Memorandum of Understanding Between the Cities of Fort Worth, Arlington, Bedford, Hurst, North Richland Hills, and County of Tarrant, Texas.” In addition to those grant funds, once awarded, grant funds in the amount of \$7,798.00 shall provide funding to purchase fourteen (14) mini-rams breaching tools for patrol officers for the North Richland Hills Police Department as outlined in the Budget Narrative, attached as “Exhibit A” and incorporated by reference as part of this MOU.
- 4. RESPONSIBILITIES:**
  - A. Recipient:**
    - 1) The Recipient is the cognizant fiscal agency of the Grant Funds and agrees to participate in a collaborative manner with the Subrecipient throughout the life of the grant.
    - 2) After the Grant is awarded, the Recipient shall facilitate and manage the Grant throughout its lifecycle, as required by the Grant award contract.
    - 3) The Fort Worth Police Department – Financial Management Division - Grants and Program Management Unit (Unit) will oversee the administration, procurement, and reporting for the Subrecipients’ grant-funded activities. The Unit shall review, approve, and/or request approval from DOJ for any written requests by Subrecipient to modify the terms of Exhibit A.
    - 4) The Recipient shall reimburse the Subrecipient an amount not to exceed of \$7,798.00 from available grant funds for approved services and expenses rendered in accordance with the terms of this MOU upon receipt of a proper and verified invoice with satisfactory program accompanying documentation of services provided. The reimbursement made to the Subrecipient shall not exceed actual costs incurred to provide the services under this MOU. Actual costs, both direct and indirect, must be

reasonable and allowable as those terms are defined and explained in the Office of Management and Budget, as codified under 2 CFR Chapter I, Chapter II, Part 200.

**B. Subrecipient:**

- 1) Participate in a collaborative effort with the Recipient in the application, administration, and implementation of the Grant. The collaboration is to last throughout the life of the Grant.
- 2) Meet all statutory, administrative, and other included requirements pertaining to administration, procurement, and reporting required under the Grant. Requirements to be met include those found in (1) the Office of Management and Budget circulars, (2) the Office of Justice Programs Financial Guidelines, (3) the Grant Assurances, (4) Exhibit A to this MOU, entitled “FY 2017 JAG Budget Narrative”, which is incorporated by reference as part of this MOU, and (5) “Exhibit B” to the MOU, entitled “Award Document” which is incorporated by reference as part of this MOU.
- 3) Maintain full documentation supporting fulfillment of the requirements set forth above. All such documentation shall be furnished to Recipient upon request if necessary for Recipient to fulfill its obligations under the Grant. If this documentation is not maintained and furnished to Recipient on request, Recipient may exercise all remedies available under this MOU, including the right to withhold payment to Subrecipient or terminate this MOU as described herein.
- 4) Submit a monthly “Performance Report” to the Recipient, regardless of level of activity. In addition, the Subrecipient shall submit program updates and other reports requested by the Recipient and DOJ in the appropriate format and on a timely basis; and make available at reasonable times and for reasonable periods records and other programmatic or financial records, books, reports, and supporting documents for review by the Recipient, DOJ, or their authorized representatives. Performance Reports are due to the Recipient no later than the 15<sup>th</sup> calendar day of the following month. The Performance Report must contain the following information:
  - a) A detailed list of all projects or activities for which the Grant funds were expended or obligated during the previous month, including:
    - (1) The name of project or activity;
    - (2) A description of project or activity; and
    - (3) An evaluation of the completion status of the project or activity.
- 5) Submit monthly Request for Reimbursement (RFR) forms and Vendor Report forms with an original signature by an authorized representative to Grants and Program Management Unit, Fort Worth Police Department, 505 West Felix Street, Fort Worth, TX 76115 no later than the 15<sup>th</sup> calendar day of the month following expenditures. Reimbursements by the Recipient will not be made until after receipt of an acceptable and approved RFR and Performance Report from the Subrecipient. Reimbursements

shall be made within 30 days of receipt of said documents. The monthly RFRs and Vendor Report Forms must contain the following information:

- a. The amount of Grant funds that were expended to projects or activities during the previous month; and
  - b. The amount of Grant funds that were obligated during the previous month.
- 6) Submit any and all proposed changes to the attached budget to the Recipient prior to any expenditure deviation from approved budget. No expenditures inconsistent with attached budget shall be made by Subrecipient prior to receiving written approval from Recipient. Failure to obtain pre-approval for deviations from the budget may result in a denial of reimbursement.
- 7) Maintain financial, programmatic, and supporting documents, statistical records, and other records pertinent to claims submitted during the contract period for a minimum of five (5) years after the termination of the contract period, or for five (5) years after the end of the federal fiscal year in which services were provided. Such records shall be available to Recipient for investigation, examination and audits as necessary. If any litigation, claim, or audit involving these records begins before the fifth (5) year period expires, the Recipient will notify the Subrecipient of such litigation, claim or audit, and Subrecipient will be responsible for maintaining the records and documents for not less than three (3) years after the final conclusion of all litigation, claims, or audits. Litigation is considered resolved when a final order is issued, or a written agreement is entered into between the DOJ, Recipient and Subrecipient. Audits are considered concluded upon the closure of the audit covering the entire award period.

**5. PERFORMANCE.** Recipient will monitor and evaluate Subrecipient's performance using the goals and performance standards required in this MOU. Substandard performance as determined by Recipient, including noncompliance with any applicable regulation, will constitute noncompliance with this MOU. If action to correct such substandard performance is not taken by Subrecipient within a reasonable period of time after being notified in writing by Recipient, procedures to suspend or terminate the MOU will be initiated.

**6. COMPENSATION.** Payment by Recipient to Subrecipient shall require completion of all Recipient forms and copies of adequate supporting documentation verifying eligibility of expenses.

Subrecipient will not commingle grant funds with any other funds in any manner that would prevent Recipient from readily identifying expenditures for the Grant.

## **7. SUBRECIPIENT MONITORING AND MANAGEMENT.**

**A.** Pursuant to 2 C.F.R. Section 200.331 (Requirements for Pass Through Entities), the following information is applicable to Subrecipient's Grant Award:

- (1) Federal Award Identification – 2017-DJ-BX-0841

- (2) Subrecipient's Name – City of North Richland Hills
- (3) Subrecipient's unique entity identifier – 097-985-824
- (4) Federal Award Identification Number (FAIN) – 2017-DJ-BX-0841
- (5) Federal Award Date – 06/26/2018
- (6) Subaward Period of Performance Start and End Date 10/01/2016 – 09/30/2020
- (7) Amount of Federal Funds obligated by this action - \$523,089.00
- (8) Total Amount of Federal Funds obligated to the Subrecipient - \$7,798.00
- (9) Federal award project description - FY17 Justice Assistance Grant Collaboration with Fort Worth, Tarrant County, Arlington, Bedford, Hurst, and North Richland Hills.
- (10) Name of Federal Awarding Agency, Pass-Through Entity – Department of Justice passed through the City of Fort Worth
- (11) CFDA Number and Name – 16.738 Edward Byrne Memorial Justice Assistance Program
- (12) Identification of whether the award is R&D - This award is not being utilized for research or development.
- (13) Indirect cost rate for the Federal award -The Subrecipient did not request reimbursement for indirect costs.

## **8. CERTIFICATIONS.**

### **A. Subrecipient hereby assures and certifies that:**

1. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victim of Crime Act (42 U.S.C. § 1064(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 701); the Americans with Disabilities Act of 1990 (42 U.S.C. § 1231-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); *see Ex. Order 13279* (equal protection of the laws for faith-based and community organizations).
2. No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
3. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form – LL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

4. If any funds have been paid or will be paid to purchase law enforcement equipment, the Subrecipient shall comply with Executive Order 13688 (“Federal Support for Local Law Enforcement Equipment Acquisition”). The term “law enforcement equipment” includes, but is not limited to administrative equipment such as office furniture and computers. It also includes military and military-styled equipment, firearms, tactical vehicles, including property covered under 22 C.F.R. 121 and 15 C.F.R. Part 774.

## **9. POINTS OF CONTACT**

### **A. Recipient**

The primary point of contact for the Recipient is the Grant Specialist, Grants and Program Management Unit, email address: FWPD-Grants-Programs@fortworthtexas.gov. Monthly RFRs should be submitted, in writing, to the Fort Worth Police Department, 505 West Felix Street, Fort Worth, TX 76115, Attention: Grant Specialist, Grant and Program Management Unit.

Performance reports should be submitted by the Project Directors of the aforementioned FY 2017 Byrne Justice Assistance Grant programs in writing to Fort Worth Police Department, 505 West Felix Street, Fort Worth, TX 76115, Attention: Grant Specialist, Grant and Program Management Unit.

### **B. Subrecipient**

The primary point of contact for Subrecipient is Captain Kenneth Bounds for the City of North Richland Hills, Texas, telephone number: (817) 427-7003 email address: kbounds@nrhtx.com mailing address: 4301 City Point Drive, North Richland Hills, Texas, 76180.

### **C. Recipient and Subrecipient**

Before any item included in an RFR would be denied as unallowable, Recipient agrees to confer with Subrecipient to allow for clarification and explanation. Recipient agrees to memorialize in writing any oral conversations concerning this subject matter.

**10. ENTIRETY OF UNDERSTANDING.** This MOU, including Exhibits A and B and any documents incorporated specifically herein by reference, constitutes the entire understanding between the parties as to the matters contained herein. Any prior or contemporaneous oral or written agreement or other documents are hereby declared null and void to the extent they may conflict with any provision of this MOU.

**11. IMMUNITY.** The Parties and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law or otherwise with respect to any action based on or occurring as a result of this MOU.

**12. INDEPENDENT CONTRACTOR.** The parties to this MOU do not intend to enter into a legal partnership, as that term is used to describe a legal entity and to involve joint and several liabilities. Recipient shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of Subrecipient. Likewise, Subrecipient shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the Recipient. Neither Recipient nor Subrecipient shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of the officers, members, agents, servants, employees, or officers of the other.

**13. OTHER PROVISIONS.** Nothing in this MOU is intended to conflict with any current laws or regulations or with the directives of the Recipient or Subrecipient. The provisions of this MOU are severable and if for any reason a clause, sentence, paragraph or other part of this MOU shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

Any monies expended by a party under or in connection with this MOU must come from funds currently available to that party.

Subrecipient agrees that Recipient or its representatives shall, until the expiration of five (5) years after the grant period, have access to and the right to examine any directly pertinent books, documents, papers and have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Recipient shall give Subrecipient reasonable advance notice of intended audits.

**14. TERM.** This MOU will become effective on the date it is executed by both parties (“Effective Date”) and will remain in effect until the later of (1) expiration of the grant period or (2) submission of the final report regarding the Grant to the DOJ.

**15. MODIFICATION AND AMENDMENT.** No amendment, modification, or alteration of the terms of this MOU shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

**16. NOTICES.** Notices required pursuant to the provisions of this MOU shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, or (2) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

**For the City of Fort Worth:  
Hills:**  
Grant Specialist  
City of Fort Worth Police Department  
505 West Felix Street  
Fort Worth, TX 76115

**For the City of North Richland  
Hills:**  
City Manager  
City of North Richland Hills  
4301 City Point Drive  
North Richland Hills, TX 76180

**17. TERMINATION.** It is expressly understood and agreed by and between the parties that this MOU is wholly conditioned upon the actual receipt by Recipient of the Grant; that all monies distributed to Subrecipient hereunder shall be exclusively from Federal funds received under said grant and not from any other monies of Recipient; and that if such funds are not timely forthcoming, in whole or in part, Recipient may, at its sole discretion, terminate with MOU and Recipient shall not be liable for payment for any work or services performed by Subrecipient under or in connection with this MOU.

Either party may terminate this MOU at any time, by providing the other party with sixty (60) days' written notice of termination.

Recipient may terminate this MOU in the event of Subrecipient default, inability or failure to perform or to comply with any of the terms herein, or for other good cause (collectively "default"), if after providing thirty (30) days' written notice to Subrecipient, and Subrecipient fails to cure such default.

Termination will be effected by written notice to Subrecipient, specifying the portions of the MOU affected and the effective date of termination. Subrecipient shall be reimbursed for valid, eligible expenditures made prior to termination. Recipient will have no responsibility or liability for Subrecipient's expenditures or actions occurring after the effective date of termination.

**18. SIGNATURE AUTHORITY.** The person signing this MOU hereby warrants that he or she has the legal authority to execute this MOU on behalf of his or her respective party, and that such binding authority has been granted by proper order, resolution, ordinance, or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this MOU.

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**ACCEPTED AND AGREED:**

**CITY OF FORT WORTH:**

By: \_\_\_\_\_  
Jesus Chapa  
Assistant City Manager

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

**APPROVAL RECOMMENDED:**

By: \_\_\_\_\_  
Joel F. Fitzgerald  
Chief of Police

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_  
Thomas Royce Hansen  
Assistant City Attorney

**Contract Authorization:**

M&C: \_\_\_\_\_  
Date Approved: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Mary J. Kayser  
City Secretary

**Contract Compliance Manager:**

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

\_\_\_\_\_  
Angela Miller  
Grant Specialist

**ACCEPTED AND AGREED:**

**CITY OF NORTH RICHLAND HILLS:**

By: \_\_\_\_\_  
Mark Hindman  
City Manager

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

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_  
Maleshia B. McGinnis  
City Attorney