

Sponsor: Bailey

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the attached contract between the City of Florence, Alabama, and the Lauderdale County Juvenile Drug Court to apply for the U.S. Department of Justice 2024 Office of Justice Delinquency Prevention program grant, is hereby approved, ratified and confirmed.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the proper City of Florence officials are hereby authorized and directed to execute said contract.

ADOPTED this _____ day of _____, 2024.

CITY COUNCIL

APPROVED this _____ day of _____, 2024.

MAYOR

ADOPTED & APPROVED this _____ day of _____, 2024.

CITY CLERK - TREASURER

STATE OF ALABAMA
LAUDERDALE COUNTY
SUBRECIPIENT CONTRACT

THIS AGREEMENT entered into this the _____ day of _____, _____ by and between the **City of Florence, Alabama**, (hereinafter called the "*City*") and **Lauderdale County Juvenile Drug Court** (hereinafter called the "*Grantee*").

WHEREAS, the *City* has applied for and received funds from the United States Government, Department of Justice, Office of Juvenile Justice Delinquency Prevention under the Treatment Court Discretionary Grant Program; and

WHEREAS, the *City* wishes to engage the *Grantee* to assist the *City* in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. Scope of Service

A. Activities

The *Grantee* will be responsible for administering a **Juvenile Drug Treatment Court Program** in a manner satisfactory to the *City* and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the **Treatment Court Discretionary Grant Program, CFDA 16.585**:

1. Category 1: Planning and Implementation

B. Performance Monitoring

1. The *Grantee* agrees to adhere to and report on performance monitoring over the life of the grant as required by the U.S. Department of Justice, Bureau of Justice Assistance. Such measures capture outcomes of grant activities, demonstrating if programs are accomplishing goals and objectives. Reports include but are not limited to:
 - a. *Performance measures* capture outcomes of grant activities, demonstrating if programs accomplish goals and objectives.
 - b. *Narrative questions* relate to the grantee's specific goals, objectives, barriers, and successes and are reported only in January and July.
 - c. *Closeout questions* are a series of questions grantees only respond to when activities have been completed, and the grant is ending.
2. The *City* will utilize Performance Monitoring reports required by the U.S. Department of Justice, Bureau of Justice Assistance to monitor *Grantee* performance. Substandard performance as determined by the U.S. Department of Justice, Bureau of Justice Assistance will constitute noncompliance with this Agreement. If the *Grantee* does not take action to correct such substandard performance within 30 days after being notified by the *City*, contract suspension or termination procedures will be initiated.

C. Staffing

The *Grantee* agrees to appoint a *project manager* and provide a list of staff allocated to each activity specified in Paragraph I (A) above. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the *City's* prior approval.

II. Time of Performance

The *Grantee's* services shall start on **October 1, 2023**, and end on **September 30, 2027**. The term of this agreement and the provisions herein shall be extended to cover the period during which the *Grantee* remains in control of Treatment Court Discretionary Grant Program funds.

III. Budget

Total **\$1,000,000.00**

A. Budget

The *Grantee* shall provide detailed budget information in a timely fashion in the form and content prescribed by the *City*. Any amendments to the budget must be approved in writing by both the *City* and the *Grantee*.

B. Funding Source

Federal	100%
State	0%
City	0%
<i>Grantee</i>	In-kind match as required.

C. Eligible Expenditures

The following expenditures are reimbursable under this contract.

- i. Direct Expenses
- ii. Administrative Oversight

D. Cost Share and Match

The *Grantee* shall receive all proceeds from Treatment Court Discretionary Grant Program funds. The *City* shall receive neither compensation nor reimbursement from Treatment Court Discretionary Grant Program funds. The *City* shall bear no costs associated with the Treatment Court Discretionary Grant Program funds.

The *Grantee* is responsible for providing all required matching funds in a method and manner allowable under the Treatment Court Discretionary Grant Program.

E. Program Income

No program income is expected.

IV. Payments

It is expressly agreed and understood that the total amount to be paid to the *Grantee* under this Agreement shall not exceed the amount specified in Paragraph III herein. Payment of eligible expenses shall be made against the budget specified in Paragraph III herein, in accordance with performance, and following receipt of proper, required documentation specified by the *City* for compliance, reporting, auditing, and reimbursement. Documentation includes, but is not limited to, copies of invoices, payments, income verification, statistical information, and business tax documents.

The *Grantee* shall submit the invoice to the *City* for reimbursement monthly. Upon receipt of the invoice and all requisite documentation supporting the expenditures, the *City* will create a drawdown in the financial management system dictated by the Department of Justice. Upon receipt of the federal funds, the *City* will issue a check to the *Grantee* within seven (7) business days.

V. Notices

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, or electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice.

	City	Grantee
Entity	City of Florence, Alabama	Lauderdale County JUDTC
Contact	Melissa H. Bailey, Director	Ms. Kerrian S. Jaudon
Address	110 W. College Street, Suite 115	200 S. Court St.
City, State, Zip	Florence, Alabama, 35630	Florence, Alabama, 35630
Telephone	(256) 740-8806	(256) 712-5278
E-mail	mbailey@florenceal.org	berryhill@wandblaw.com

VI. Special Conditions

None.

VII. General Conditions

A. General Compliance

The *Grantee* agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The *Grantee* further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The *Grantee* shall at all time remain an "independent contractor" concerning the services to be performed under this Agreement. The *City* shall be exempt from payment of all Unemployment

Compensation, FICA, retirement, life and medical insurance, and Workers' Compensation Insurance as the *Grantee* is an independent contractor.

C. Hold Harmless

The *Grantee* shall hold harmless, defend, and indemnify the *City* from all claims, actions, suits, charges, and judgments arising from the *Grantee's* performance or nonperformance of the services called for in this Agreement.

D. Workers' Compensation

The *Grantee* shall provide Workers' Compensation Insurance coverage for all of its employees involved in this performance of this Agreement unless not required by law.

E. Amendments

The *City* or *Grantee* may amend this Agreement at any time provided such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the *City's* governing body. Such amendments shall not invalidate this Agreement nor relieve or release the *City* or *Grantee* from its obligations under this Agreement.

At its discretion, the *City* may amend this Agreement to conform with Federal, state, or local governmental guidelines, policies, and available funding amounts, or for any other reason. If such amendments result in a change in the funding, the scope of services, or the schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the *City* and *Grantee*.

F. Suspension or Termination

The *City* may suspend or terminate this Agreement if the *Grantee* materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:

1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and DOJ guidelines, policies, or directives as may become applicable at any time;
2. Failure, for any reason, of the *Grantee* to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the *Grantee* to the *City* reports that are incorrect or incomplete in any material respect.

This Agreement may also be terminated for convenience by either the *City* or the *Grantee*, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the *City* determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the *City* may terminate the award in its entirety.

VIII. Administrative Requirements

A. Financial Management

1. Accounting Standards

The *Grantee* agrees to comply with accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The *Grantee* shall administer its program in conformance with required cost principles as applicable. These principles shall be applied for all costs incurred.

B. Documentation and Record-Keeping

1. Records to be Maintained

The *Grantee* shall maintain all records required by the Federal regulations pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a complete description of each activity undertaken;
- b. Records required to determine the eligibility of activities;
- c. Other records necessary to document compliance.

2. Disclosure

The *Grantee* understands that client information collected under this contract is private. The use or disclosure of such information, when not directly connected with the administration of the *City* or *Grantee's* responsibilities concerning services provided under this contract, is prohibited by the City of Florence, Alabama, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

3. Close-outs

The *Grantee's* obligation to the *City* shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the *City*), and determining the custodianship of records. Notwithstanding the preceding, the terms of this Agreement shall remain in effect during any period that the *Grantee* has control over Treatment Court Discretionary Grant Program funds.

Audits & Inspections

All *Grantee* records concerning any matters covered by this Agreement shall be made available to the *City*, DOJ, and the Comptroller General of the United States or any of their authorized representatives at any time during regular business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The *Grantee* must fully clear any deficiencies noted in audit reports within 30 days after receipt by the *Grantee*. Failure of the *Grantee* to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The *Grantee* hereby agrees to have an annual agency audit conducted in accordance with current *City* policy concerning *Grantee* audits and 2 CFR 200.

C. Procurement

1. Compliance

The *Grantee* shall comply with federal and *City* policy concerning equipment purchase and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the *City* upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the *Grantee* shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

3. Travel

The *Grantee* shall obtain written approval from the *City* for any travel outside the Florence-Muscle Shoals Metropolitan Statistical Area with funds provided under this Agreement.

D. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall comply with the requirements of 2 CFR 200.

IX. Personnel and Participant Conditions

A. Civil Rights

1. Compliance

The *Grantee* agrees to comply with all Civil Rights Laws of the City of Florence, Alabama and State of Alabama, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The *Grantee* agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Section 504

The *Grantee* agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The *City* shall provide the *Grantee* with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The *Grantee* agrees that it shall be committed to carry out, pursuant to the City's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The *City* shall provide Affirmative Action guidelines to the *Grantee* to assist in formulating such a program. The *Grantee* shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The *Grantee* will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The *Grantee* may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The *Grantee* shall furnish and cause each of its subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the *City*, DOJ or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

The *Grantee* will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the *Grantee's* commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action Statement

The *Grantee* will, in all solicitations or advertisements for employees placed by or on behalf of the *Grantee*, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The *Grantee* will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, expressly or by reference, so that such provisions will be binding upon each of its subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The *Grantee* is prohibited from using funds provided herein or personnel employed in the program's administration for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

2. Labor Standards

The *Grantee* agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The *Grantee* agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The *Grantee* shall maintain documentation

demonstrating compliance with this part's hour and wage requirements. Such documentation shall be made available to the *City* for review upon request.

The *Grantee* agrees that all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract shall comply with Federal requirements adopted by the *City* pertaining to such contracts and with the applicable provisions of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the *Grantee* of its obligation, if any, to require payment of the higher wage. The *Grantee* shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

D. Conduct

1. Assignability

The *Grantee* shall not assign or transfer any interest in this Agreement without the prior written consent of the *City* thereto; provided, however, that claims for money due or to become due to the *Grantee* from the *City* under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the *City*.

2. Subcontracts

a. Approvals

The *Grantee* shall not enter into any subcontracts with any agency or individuals in the performance of this contract without the *City's* written consent prior to the execution of such agreement.

b. Monitoring

The *Grantee* will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in a written report and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The *Grantee* shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The *Grantee* shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on fair and open basis. Executed copies of all subcontracts shall be forwarded to the *City* along with documentation concerning the selection process.

3. Hatch Act

The *Grantee* agrees that no funds provided nor personnel employed under this Agreement shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The *Grantee* agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

a. The *Grantee* shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer, or agent of the *Grantee* shall participate in the selection, the award, or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

5. Lobbying

The *Grantee* hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b. 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 contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly:

d. *Lobbying Certification*

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the *City* reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use the work or materials for governmental purposes.

7. Religious Activities

The *Grantee* agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. Environmental Conditions

A. Air and Water

The *Grantee* agrees to comply with the following requirements insofar as they apply to the performance of this agreement:

- a. Clean Air Act, 42 U.S.C., 7401, et seq.
- b. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308, and all regulations and guidelines issued there unto.
- c. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

XI. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. Section Headings and Subheadings

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIII. Waiver

The *City's* failure to act with respect to a breach by the *Grantee* does not waive its right to act with respect to subsequent or similar breaches. The failure of the *City* to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. Entire Agreement

This agreement constitutes the entire Agreement between the *City* and the *Grantee* for the use of the funds received under this Agreement, and it superseded all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the *City* and the *Grantee* with respect to this Agreement.

Date: _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date written above.

[City]

[Grantee]

By: City of Florence, Alabama

By: Lauderdale County JUDTC

Name: Andrew Betterton

Name: Benjamin Graves

Title: Mayor

Title: Circuit Judge

Signature: _____

Signature: _____

Attest: _____

Attest: _____

Date: _____

Date: _____



Program Reference Guide

Department of Justice Juvenile Justice Program

Submitted by: Melissa H. Bailey, Director, Office of Planning and Community Development

Granting Agency	U.S. Department of Justice
Type of Assistance	Federal; Cost-reimbursement
Funding Source	Office of Juvenile Justice Delinquency Prevention
Activities	Mentoring, Engagement, and Administration
Amount	\$1,000,000
Match	None required.

Synopsis

The Office of Planning and Community Development desires to partner with the Honorable Judge Ben Graves and the Lauderdale County Children's Policy Council to submit an application for the U.S. Department of Justice 2023 Office of Juvenile Justice Delinquency Prevention program grant. The partnership is as follows:

- The City will submit the application for funding and serve as the sponsor for the award.
- The Court will submit all necessary paperwork to the DOJ as required.
- The City and Court will collaborate to receive and distribute funding on a cost reimbursement basis, with the Court providing detailed expenditure reports as required by the granting agency.
- The City and the Court, upon award, will sign a sub-recipient contract.

Benefits

The Court will benefit from the grant expertise of the Planning Director and Chief Financial Officer. The City will benefit from the investment return on juveniles who successfully complete the grant-funded programs and become productive, contributing members of society.