

## A G R E E M E N T

THIS AGREEMENT is hereby made between the **Greensboro Police Department** of the City of Greensboro, hereinafter referred to as “AGENCY” and **Kellin Foundation** hereinafter referred to as the “CONTRACTOR”;

### WITNESSETH

That WHEREAS, the AGENCY desires to engage the CONTRACTOR to perform the professional services hereinafter described;

Therefore, the AGENCY and the CONTRACTOR do mutually agree as follows:

1. Contractual Status. The AGENCY and CONTRACTOR agree that the CONTRACTOR shall perform the services required of the CONTRACTOR herein set forth; provided, that the CONTRACTOR is not and will not by virtue of this contract acquire the status of an employee of the AGENCY. This agreement encompasses the grant project awarded by the North Carolina Department of Public Safety, Governor’s Crime Commission Award # PROJ13581. Total funding for this project, Greensboro Child Response Initiative FY 2019-2020 is \$119,966.70. The AGENCY will serve as the administrator of the grant.

AGENCY and CONTRACTOR agree to adhere to the to the Standard Grant Conditions as outlined within the Governor’s Crime Commission Grant Program Policy Manual, requirements relative to State of NC Offices, US Office of Management and Budget (OMB) circulars and Federal Government-wide common rules contained in the Code of Federal Regulations (CFR).

2. Time and Place of Performance. The effective date of this agreement is **October 1, 2019** and the termination date is **September 30, 2020**.
3. Compensation. The AGENCY will reimburse the CONTRACTOR for wage expenses for three (3) advocates and the Finance Manager incurred providing advocacy services through the Greensboro Child Response Initiative (CRI) upon the exhaustion of the grant funds awarded by the Governor’s Crime Commission to support the CRI program. Their reimbursement rates shall reflect the hourly rates as covered by the Governor’s Crime Commission grant, to wit:

Lead Advocate/Project Coordinator	\$25.00
Finance Manager	\$30.00
Specialized MH Advocate II	\$27.40
Specialized MH Advocate III	\$25.00

The AGENCY will reimburse the CONTRACTOR for the three advocates incurred while providing advocacy services through the Child Response Initiative (CRI) to support the program. In addition to providing services to children/families and assist with coordination of victim services and victim compensation, the Lead Advocate/ Project Coordinator will serve as the project team leader who is responsible for daily program management, coordination of CRI team meetings and the trauma provider network meetings, monitoring service utilization to process referrals for child crime victims.

The Contractor will submit any modification to job duties as outlines above or personnel as soon as possible. Changes of this nature will require an amendment to the contract and approval from the Governor’s Crime Commission and AGENCY.

In addition to providing services to children/families and assist with coordination of victim services and victim compensation, the Lead CRI Specialized MH advocate will serve as the project team leader who is responsible for daily program management, coordination of CRI team meeting and the trauma provider network meetings, monitoring service utilization, and being a liaison with the law enforcement agencies to process referrals for child crime victims.

The Specialized MH Advocates will provide direct services to children/families and assist with coordination of victim services care and victim compensation.

The Finance Manager will provide the AGENCY with invoices and support documentation to expedite payment for Advocate services.

Payment under this AGREEMENT will be made upon receipt of an original invoice from CONTRACTOR documenting the services performed; hours worked providing the services, hourly rate of pay, and the amount due and payable pursuant to this Agreement. All services must be performed to the satisfaction of the AGENCY prior to any payment being made.

Total reimbursement shall not exceed for a total sum of **\$119,966.70**.

4. Scope of Reimbursement. The CONTRACTOR hereby agrees to submit a reimbursement request to the AGENCY. The AGENCY will review all receipts and invoices to deem reasonable and allowable expenditures under current City fiscal policy.

The funded project will address the mental health consequences of exposure to violence and trauma among children through a coordinated, community response known as the Greensboro CRI involving specialized mental health advocates partnering with law enforcement to link families with mental health providers. The CONTRACTOR hereby agrees to perform in a manner satisfactory to the AGENCY in support of the project, "Greensboro Child Response Initiative 2019-2020".

5. Invoice. Payment under this AGREEMENT will be made upon receipt of an original invoice from CONTRACTOR setting forth the amount due and payable pursuant to Paragraphs 3 and 4 of this AGREEMENT. All receipts and invoices must be deemed reasonable and allowable expenditures under current City fiscal policy to the satisfaction of the AGENCY prior to any payment being made.
6. Contract Administrator. The Greensboro Police Department Fiscal Management Administrator, is designated as the contract administrator for this AGREEMENT. The contract administrator is responsible for monitoring the CONTRACTOR'S performance, approving payment to the CONTRACTOR and for providing evaluation of the CONTRACTOR.
7. Funding. All terms and conditions of this AGREEMENT are dependent upon and subject to the allocation of funds for the purposes set forth and the AGREEMENT shall automatically terminate if funds cease to be available.
8. Audit of Project Records. The CONTRACTOR'S project records may be audited by the AGENCY or duly authorized agents of either entity.
9. Taxes. The CONTRACTOR shall be considered to be an independent contractor and as such shall be responsible for all taxes. The CONTRACTOR agrees to provide the AGENCY with the CONTRACTOR'S correct taxpayer identification number upon the execution of this AGREEMENT. The CONTRACTOR agrees that failure to provide the AGENCY with a correct taxpayer number authorizes the AGENCY to withhold 20% of any amount due and payable under this AGREEMENT pursuant to the provisions of the Internal Revenue Code, Title 26, United States Code.

10. Warranty. As an independent contractor, the CONTRACTOR will hold the AGENCY harmless for any liability and personal injury that may occur from or in connection with the performance of the AGREEMENT.
11. Situs. This contract shall be governed by the laws of North Carolina.
12. Antitrust Laws. This contract is entered into in compliance with all State and Federal antitrust laws.
13. Compliance with Law. The CONTRACTOR shall remain an independent contractor and as such shall be wholly responsible for the work to be performed under the supervision of his employees. The CONTRACTOR 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 the CONTRACTOR'S business and work performance under this AGREEMENT, including those of Federal, State and local agencies having appropriate jurisdiction.
14. Assignment. This AGREEMENT or any interest herein shall not be assigned or transferred by the CONTRACTOR. The CONTRACTOR shall not subcontract any work to be performed pursuant to this AGREEMENT without the written approval of the AGENCY.
15. Dissolution. This AGREEMENT may be terminated by either party with thirty (30) day written notice.
16. Entire Agreement. This AGREEMENT, including any exhibits and amendments annexed hereto and any documents incorporated specifically by reference, represents the entire agreement between the parties and supersedes all prior oral and written statements or agreements. This AGREEMENT may be amended only by written amendments duly executed by the AGENCY and the CONTRACTOR.
17. General Indemnity. The CONTRACTOR shall hold and save the AGENCY, its agents, officers, and employees harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the CONTRACTOR in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the CONTRACTOR. In performing its duties under this section, CONTRACTOR shall at its sole expense defend The AGENCY, its agents, officers, and employees with legal counsel reasonably acceptable to The AGENCY. 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 The AGENCY 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.
18. Confidentiality. Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the CONTRACTOR under this AGREEMENT shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the AGENCY.
19. N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:
  - When a bid is submitted
  - When a contract is entered into (if the certification was not already made when the vendor made its bid)

- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. The State Treasurer's Final Divestment List can be found on the State Treasurer's web address [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and will be updated every 180 days. As of the date listed below, the vendor, bidder, or proposer named herein is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor, bidder, or proposer listed below to make the foregoing statement.

20. As of the date of this contract, the CONTRACTOR certifies that it is not listed on the Final Divestment and Do-Not-Contract List Restricted Companies Boycotting Israel created by the State Treasurer pursuant to NCGS 14-86.81 and that the CONTRACTOR will not utilize and subcontractor found on the State Treasurer's Final Divestment and Do-Not-Contract list. All individuals signing this contract on behalf of the CONTRACTOR certify that they are authorized by the CONTRACTOR to make this certification.

As of the date listed below, the vendor, bidder, or proposer named here in is not listed on the final Divestment List created by the North Carolina Treasurer pursuant to NCGS 147-86.58.

The undersigned hereby certifies that he or she is authorized by the company, vendor, bidder or proposer listed below to make the foregoing statement.

21. E-Verify. The Contractor certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement, it will continue to comply with these requirements. The Contractor also certifies that it will require that all of its subcontractors that perform any work pursuant to this Agreement to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The terms "Contractor", "Sub-Contractor" and "comply" shall have the same meanings intended by Chapter 160A Section 20.1(b) of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Agreement.

IN WITNESS WHEREOF, the AGENCY and the CONTRACTOR have each executed the AGREEMENT, this the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
President of the Board                      Date  
Kellin Foundation

\_\_\_\_\_  
Brian L. James                                      Date  
Chief of Police  
Greensboro Police Department