

Grant Award #: 15PBJA-23-GG-03729-JAGX

Subaward #: 2023JAG-PGH

CFDA #: 16.738

2023 Byrne Justice Assistance Grant Subaward Agreement

THIS SUBAWARD AGREEMENT, hereinafter “the Agreement,” is made by and between the County of Allegheny, hereinafter referred to either as “Allegheny County” or “the County,”

AND

The City of Pittsburgh, hereinafter referred to either as “Subrecipient” or “Pittsburgh.”

The County and Pittsburgh separately shall be referred to as a “Party” and collectively shall be referred to as the “Parties.”

WITNESSETH:

WHEREAS, the County is the prime recipient of an award of a grant from the United States Department of Justice’s Office of Justice Programs (the “OJP”) under the Federal 2023 Justice Assistance Grant Program in the amount of **\$253,556** (the “2023 JAG Grant” or “the Grant”); and

WHEREAS, the County and the Subrecipient agree to the following Final Allocation from the 2023 JAG:

| Jurisdiction | Government Type | JAG Allocation | Final Allocation |
|--------------------------|------------------------|-----------------------|-------------------------|
| Allegheny County | County | 28,735 | 168,556 |
| City of Pittsburgh | Municipal | 224821 | 85,000 |
| Joint Allocation: | | 253,556 | 253,556 |

WHEREAS, the County is making **\$85,000** of the 2023 JAG Grant available to the Subrecipient for the purposes described in **Exhibit A** attached hereto under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and intending to be legally bound thereby, the Parties hereto do agree as follows:

Section 1. Administration.

The Parties agree that Allegheny County, which has been designated by OJP as the prime recipient of the 2023 Grant, will act as “Fiscal Agent” with respect to the administration of the 2023 JAG Grant. In such capacity, the County agrees to file the following in a timely manner on behalf of County and the Subrecipient: a) all quarterly

Grant Award #: 15PBJA-23-GG-03729-JAGX

Subaward #: 2023JAG-PGH

CFDA #: 16.738

2023 JAG Grant Financial Status Reports with the Justice Grants System (JustGrants) of the OJP; and b) all 2023 JAG Grant Program Reports with the Performance Management Tool (PMT) of the Bureau of Justice Assistance (BJA). The Parties also agree that the County, as Fiscal Agent, shall be entitled to receive any administrative fees budgeted for administering the 2023 JAG Grant and any projects undertaken in connection with any subaward agreements, including this Agreement.

Section 2. Term of the Agreement.

As approved by the US Department of Justice in its Notice of Award to the County as prime recipient, the 2023 JAG Project Period is a forty-eight (48) month period beginning **October 1, 2022** and ending **September 30, 2026** (“the Prime Award Period”). The term of this Agreement shall have the same term as the Prime Award Period. Therefore, this Agreement shall have an end date of **September 30, 2026**. If the Subrecipient determines a need to extend the end date of this Agreement in order to complete the Statement of Work, then the Subrecipient shall communicate with the County in writing at least **ninety (90) days** prior to the end date of this Agreement. The County, as the Fiscal Agent and the administrator of the Grant, will then seek a no-cost extension and submit an extension to OJP within sixty (60) days prior to the end date of the prime award. Any extension of the term of this Agreement will be made solely based upon the decision of OJP to accept and approve such an extension by issuance of a Grant Award Modification (“GAM”) to the County through JustGrants.

Section 3. Use of Grant Funds.

The Subrecipient agrees that the 2023 JAG Grant funds made available by the County pursuant to this Agreement shall be used: a) only for purposes eligible under the JAG Grant Program; and b) in accordance with the purposes and budget as described in the document entitled “Budget & Statement of Work,” which is incorporated by reference in its entirety herein and attached hereto as **Exhibit A** to this Agreement. Any tangible property acquired by the Subrecipient with 2023 JAG Grant funds will become the sole property of the Subrecipient. If, during the Prime Award Period, the Subrecipient determines a need to amend the Budget or Statement of Work as set forth in Exhibit A to the Agreement, the Subrecipient must notify the County in writing of its desire to amend the Budget or Statement of Work. The County, in turn, will file a GAM in JustGrants seeking an approved amendment of the Budget or Statement of Work. Changes in the Budget or Statement of Work that shall require an amendment of the Agreement shall include: removal of previously budgeted project from the Statement of Work, an increase or reduction in the cost of previously budgeted project in the Statement of Work, or addition of new project which will be funded from the Subrecipient’s share of JAG Grant funds. Under no circumstances shall the Subrecipient make any changes to the Budget or Statement of Work without the prior written approval of both County and OJP.

If, at any point during the Prime Award Period described in Section 2 above, the Subrecipient decides that it will not be able to spend any or all of its awarded grant funding, then the Subrecipient shall notify the Allegheny County Police Financial Manager (“JAG Grant Manager”) in writing (email or letter) at least 90 days prior to the end of the

Grant Award #: 15PBJA-23-GG-03729-JAGX

Subaward #: 2023JAG-PGH

CFDA #: 16.738

Prime Award Period. The notice must include the balance amount and justification for not spending the balance.

All notices shall be given or made to:

Allegheny County Police Department
Attn: Jody Shaffer
Financial Manager
875 Greentree Road
Ten Parkway Center, Suite 100
Pittsburgh, PA 15220
412-473-1394
Jody.Shaffer@alleghenycounty.us

With copy to:

Allegheny County Budget & Finance
Attn: Melissa Javorsky
Grants & Budget Analyst
436 Grant Street, Room 225
Pittsburgh, PA 15219
Melissa.Javorsky@alleghenycounty.us

Section 4. Payment of 2023 JAG Grant Funds and Subrecipient Deliverables.

Any payments of Grant funds by the County to the Subrecipient will be on a reimbursement basis. No advance funding will be provided. Payments will be made to Subrecipient (at minimum) on a quarterly basis, contingent upon the County's receipt of timely submission of invoices and support documentation for incurred expenses as related to the Budget and Statement of Work in **Exhibit A**.

a. The Subrecipient shall provide programmatic information, as requested, to the JAG Grant Manager via email or phone at least quarterly during the Prime Award Period. This information may include (but not limited to): a justification of costs incurred for the reporting period (Oct-Dec, Jan-Mar, April-June, and July-Sept) or answering specific questions asked by the BJA reporting system as related to the Budget and Statement of Work. If no progress has been made during the reporting period, the Subrecipient will be asked to explain why there is no activity and what the plan is for accomplishing the Budget and Statement of Work. This and other potential information will enable the JAG Grant Manager to submit a thorough and accurate program report on behalf of the Subrecipient.

b. The Subrecipient shall provide financial information, as requested, to the JAG Grant Manager via email or phone at least quarterly during the Prime Award Period. This information may include (but not limited to): the invoices and support documents for all expenses paid during the reporting period (Oct-Dec, Jan-Mar, April-June, and July-Sept), justification of those costs, or answering specific questions asked by the BJA reporting system as related to the Budget and Statement of Work. If no financial progress has been

Grant Award #: 15PBJA-23-GG-03729-JAGX

Subaward #: 2023JAG-PGH

CFDA #: 16.738

made during the reporting period, the Subrecipient may be asked to explain why there is no activity and what the plan is for accomplishing the Budget and Statement of Work. This and other potential information will enable the JAG Grant Manager to submit a thorough and accurate financial report on behalf of the Subrecipient.

The County shall only make payments of grant funds upon the Subrecipient's timely and satisfactory submission of programmatic and financial information as requested and needed for the JAG Grant Manager to submit accurate quarterly reports (financial and programmatic) to OJP.

Section 5. Financial Responsibility and Cost Allowability.

The Parties agree to abide by the guidelines and policies established for proper handling of and eligible use of 2023 JAG Grant funds which include, but not limited to, the "FY2023 Local JAG Solicitation" program announcement published at <https://bj.a.ojp.gov/funding/opportunities/o-bja-2023-171790> , Uniform Guidance 2 CFR Part 200, published at <https://ojp.gov/funding/Part200UniformRequirements.htm> , the DOJ Grants Financial Guide , published at <https://ojp.gov/financialguide/doj/index.htm>, and any other federal regulations applicable.

Section 6. Audit Clause.

The Subrecipient shall maintain books, program and financial records, documents and other evidence pertaining to costs and expenses related to this Agreement in such detail as will properly reflect all costs of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature for which County funding has been provided under the provisions of this Agreement. The Subrecipient shall maintain such books, records, documents and other materials in accordance with Generally Accepted Accounting Principles, where applicable. The Subrecipient shall provide access, during normal business hours, to such books, program and financial records, documents and other evidence upon request of the County Manager, the County Controller or their designees upon receipt of reasonable advance notice, either oral or written. The Subrecipient's books, records, program and financial records, documents and other evidence pertaining to services provided under this Agreement shall be preserved and made available for a period of three (3) years following the termination of this Agreement. The County Manager, the County Controller or their designees may audit, examine, review, photocopy, and/or make excerpts or transcripts of any of the Subrecipient's books, records, program and financial records, documents and other evidence related to expenditures under this Agreement. Any deficiencies noted in any audit reports or otherwise must be fully resolved by the Subrecipient, to the County's sole satisfaction, within thirty (30) days after the Subrecipient's receipt of written notice of such deficiencies. Failure of the Subrecipient to comply with the provisions set forth in this paragraph may constitute a violation of this Agreement and, at the County's sole discretion, may result in the County withholding future payments to the Subrecipient.

Section 7. Miscellaneous

Grant Award #: 15PBJA-23-GG-03729-JAGX

Subaward #: 2023JAG-PGH

CFDA #: 16.738

a. **Limited Obligation**

By entering into this Agreement, the Parties do not intend to create any obligations express or implied other than those set forth herein.

b. **No Co-Partnership/Agency**

It is understood and agreed that nothing herein contained is intended or shall be construed in any respect to create or establish the relationship of co-partners between the Parties hereto, or as constituting any of the Parties as the general representative or agent of any other Party for any purpose whatsoever. It is understood and agreed that in performing its obligations pursuant to this Agreement, each Party is and shall be at all times an independent contractor and not as an agent, servant or employee of any other Party.

c. **Modification or Amendment**

This Agreement constitutes the entire Agreement of the Parties on the subject matter hereof and it may not be changed, modified, discharged or extended except by written amendment duly executed by the Parties.

d. **Applicable Law**

This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

e. **Authorization**

The signatories to this Agreement hereby represent that each is duly authorized to bind their respective jurisdiction to the promises and covenants set forth herein and to execute this Agreement on behalf of their jurisdictions.

The City of Pittsburgh is authorized to enter into this Agreement pursuant to Council No. _____, effective _____.

[THIS SPACE LEFT INTENTIONALLY BLANK]

Grant Award #: 15PBJA-23-GG-03729-JAGX

Subaward #: 2023JAG-PGH

CFDA #: 16.738

Exhibit A Budget and Statement of Work

City of Pittsburgh Police Department

BUDGET

GRANT SUBAWARD: \$85,000

STATEMENT OF WORK

The Pittsburgh Bureau of Police (PBP) will use \$85,000 to purchase new holsters for police officers. The project will address a key need for the PBP where current holsters for over 800 officers are not compatible with the Axon signal sidearm technology. Currently, there is a contractual agreement with Axon for their signal sidearm solution to activate cameras. This innovative technology involves the integration of a chip within the gun holsters worn by officers. When a firearm is drawn from the holster, the chip activates all pertinent cameras linked to the officer, including body cameras and vehicle-mounted cameras. Unfortunately, the Axon sidearm technology is not universally compatible with the variety of holsters in use. The PBP aims to procure new holsters that are fully compatible with the Axon sidearm technology. By doing so, they aspire to standardize their weaponry systems, thereby enhancing operational efficiency and accountability across the force. The department is committed to technological advancement and the optimization of its operational procedures in service to the community's safety and security.