

SUBGRANT AGREEMENT
between
THE CUYAHOGA COUNTY PROSECUTOR'S OFFICE
-and-
THE CITY OF CLEVELAND

This Subgrant Agreement is entered as of October 1, 2021 ("Effective Date"), between the City of Cleveland, Division of Police ("CDP"), through its Director of Public Safety, and the Cuyahoga County Prosecutor's Office ("Prosecutor's Office"), through its Prosecuting Attorney.

RECITALS

WHEREAS, the Prosecutor's Office is authorized under Section 309.08(A) of the Ohio Revised Code to inquire into the commissions of crimes within Cuyahoga County, and prosecute those crimes on behalf of the State;

WHEREAS, the Prosecutor's Office was awarded a grant from the United States of America's Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, under Award No. 15PBJA-21-GG-03281-JAGP for the purpose of establishing and formalizing a Crime Gun Intelligence Center ("CGIC") to use innovative technology and provide timely intelligence to disrupt the shooting cycle and increase prosecutions ("DOJ Grant");

WHEREAS, the CDP is committed to supporting the efforts of the CGIC and the established the Real Time Crime Center ("RTCC") to provide real time information to officers in the field and actively monitor surveillance devices deployed across the City of Cleveland;

WHEREAS, the Prosecutor's Office seeks to work with CDP to facilitate the purposes of the DOJ Grant, which approved the CDP to receive a subgrant award to provide staffing resources and equipment beyond the existing capacity of the CDP; and

WHEREAS, the Prosecutor's Office and the CDP desire to enter into this subgrant agreement to provide for the partial use of the DOJ Grant funds to augment the resources of the CDP to increase the availability of its personnel to perform services furthering the objectives of the DOJ Grant.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE PROSECUTOR'S OFFICE AND THE CPD MEMORIALIZE THE FOLLOWING MUTUAL UNDERSTANDING:

1. Services Generally. The Prosecutor's Office passes through a cost reimbursable subaward to the CPD. The CDP shall promote the purposes of the CGIC by dedicating staff stationed at the RTCC to the CGIC gather evidence and investigate firearm offenses including the illegal use and sale of firearms and other offenses related to National Integrated Ballistic Information Network ("NIBIN") leads. By signing this Subaward Agreement, CPD certifies that it will perform its services in accordance with the terms and conditions of this Subaward Agreement. The parties

further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

2. Specific Services. The CDP shall assign a Investigative Research Specialist (“IRS”) staff member detailed to the RTCC to conduct daily reviews of RTCC cameras video for any homicide and firearm related incidents (including all felonious assaults and discharge or a firearm with information on a potential suspect person or suspect vehicle), to provide daily emails with this information to assigned officers and designated CGIC personnel, to perform weekly program oversight by checking to ensure that all recovered firearms have been test fired, that all eTrace forms have been completed, that all test fires and shell casings are entered into NIBIN, and that all necessary documents related to these tasks are being completed.

3. Equipment Procurement. The Prosecutor’s Office will reimburse the CPD the price paid to purchase of up to four computer workstations that are assigned to CDP CGIC Detectives for use in their investigations for the total not to exceed amount of \$7,500.00.

4. Term. This Subgrant Agreement shall commence on the Effective Date and continue in effect through September 30, 2023 (“Initial Term”). The Prosecutor’s Office shall have the option to renew the agreement for two additional one-year terms (“Renewal Terms”) exercisable through notice to the Cleveland Division of Police at least 60-days before the expiration of the Initial Term or any Renewal Terms.

5. Payments. The Prosecutor’s Office will pay the CPD for its performance of the Services described in this MOU based on verified invoices for services at the hourly rate of \$22.00 during the Initial Term, \$22.44 per hour during the first Renewal Term and \$22.89 per hour during the Second Renewal Term. Provided, however, the total amount paid during the Initial Term of this Subgrant Agreement shall not exceed \$57,722.84. If renewed, the amount paid shall not exceed \$70,415.02 during the first Renewal Term and shall not exceed \$71,769.42 during the second Renewal Term. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the CPD.

6. Reimbursable Expenses. Other than reimbursement for the computer workstations, no extra charges will be assessed for travel time or incidental expenses. The Prosecutor’s Office shall be responsible for shipping and handling costs to transport the samples from the CPD to the private vendor and for the return of any remaining sample from the vendor to the CPD.

7. Invoices. The CPD shall submit monthly invoices for payment in a form agreeable to the Prosecutor’s Office and containing a detailed itemization of Services performed under this Subgrant Agreement, which describes the number of hours worked, identifies the personnel performing the work, the matter worked on for the specified hours, and any other supporting documentation required by the Prosecutor’s Office. Verified invoices shall be due and payable 45 days from the date of receipt. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to the Prosecutor’s Office not later than 60 days after the Initial Term and any Renewal Term. The final statement of costs shall constitute CPD’s final financial report.

8. Incorporation. As a recipient of federal funds, the CPD is required to perform in accordance with the terms of the Award No. 15PBJA-21-GG-03281-JAGP and 2 CFR 200, et seq. both incorporated by reference.

9. Termination. Either party may terminate the Subgrant Agreement at any time for any reason upon 30 days' written notice to the other party. Additionally, either party may, at any time during the term, suspend or abandon, in whole or in part, the work under the Subgrant Agreement.

10. Notices. All notices or communications required or permitted as a part of the Subgrant Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered upon actual receipt or transmittal through electronic mail with a carbon copy sent through the United States Postal Service with proper postage affixed and addressed to the respective other party at the address set out below or such other address as the party may have designated by notice to the other party. The initial addresses of the parties to this Subgrant Agreement are as follows:

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|---|-----------------|
| In the case of the Prosecutor's Office: | with a copy to: |
| | |
| In the case of the CPD: | with a copy to: |
| | |

11. Reasonable Behavior. Each party will act in good faith in the performance of its respective responsibilities under the Subgrant Agreement and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under the Subgrant Agreement. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

12. Severability and Amendment. The provisions of the Subgrant Agreement will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of the Subgrant Agreement, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties. The Subgrant Agreement may be modified or extended by formal amendment of the Subgrant Agreement signed by the parties and made a permanent part of the Subgrant Agreement.

13. No Waiver. No failure or delay by a party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If a party waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy the party may have under the Subgrant Agreement. The payment of funds to the CPD by the Prosecutor's Office does not

constitute as acceptance or the waiver of performance requirements.

14. Construction. Any act to be performed under the Subgrant Agreement by the “Prosecutor’s Office” may be performed by the County Prosecutor of Cuyahoga County or by such of its employees or such other persons, corporations or firms as the Prosecutor may designate. The headings of Articles and Paragraphs, to the extent used herein, are for reference only, and in no way define, limit or describe the scope or intent of any provision hereof. This Subgrant Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, and all of which shall together constitute one and that same document, and shall be binding on the signatories; and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the parties have hereto set their respective hands on the day and year first above written and have executed the foregoing Subgrant Agreement.

CITY OF CLEVELAND

PROSECUTOR

By: _____

By: _____
Prosecuting Attorney of Cuyahoga County

Its: _____

Date: _____

Date: _____