CITY OF GREENSBORO, NC, CITY OF HIGH POINT, NC & GUILFORD COUNTY, NC
CONTRACT NO _____

STATE OF NORTH CAROLINA

KNOW ALL BY THESE PRESENTS COUNTY OF GUILFORD

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITIES OF GREENSBORO, NC; HIGH POINT, NC; AND COUNTY OF GUILFORD, NC

2014 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

THIS MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into this 1st day of October, 2013, by and between, the CITY OF GREENSBORO and, the CITY OF HIGH POINT, both of Guilford County, State of North Carolina, acting by and through their governing bodies, the respective City Councils, and GUILFORD COUNTY, acting by and through its governing body, the Guilford County Board of Commissioners, hereinafter referred to as the COUNTY.

W I T N E S S E T H :

WHEREAS, the Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions; and

WHEREAS, the JAG Program **(CFDA #16.738)** provides states and units of local governments with critical funding necessary to support a range of program areas including law enforcement, prosecution and court programs including indigent defense, prevention and education programs, corrections and community corrections, drug treatment and enforcement, crime victim and witness initiatives, and planning, evaluation, and technology improvement programs; and

WHEREAS, awards of at least $25,000 or more are four years in length with an award period of October 1, 2013 through September 30, 2017; and

WHEREAS, this Agreement is made under the authority of N.C. General Statutes Sections 160A-460 etseq. through 160A-466; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the CITY OF GREENSBORO and the CITY OF HIGH POINT and the COUNTY believe it to be in their best interests to reallocate the **$217,853** in JAG funds; and

NOW THEREFORE, the CITY OF GREENSBORO and the CITY OF HIGH POINT and GUILFORD COUNTY agree as follows:

Section 1.

The CITY OF GREENSBORO agrees to allocate to the CITY OF HIGH POINT a total of **$45,783.20** in JAG funds. (Original award $57,229 less 20% disparity amount of $11,445.80 given to GUILFORD COUNTY).

Section 2.

The CITY OF GREENSBORO agrees to allocate to the COUNTY a total of $55,431.40 in JAG funds. (Original award $14,826 plus 20% disparity of $ 29,159.60 from the CITY OF GREENSBORO and $11,445.80 from the CITY OF HIGH POINT)

Section 3.

The CITY OF GREENSBORO shall retain **$**116,638.40 in JAG funds. (Original award $145,798 less 20% disparity amount of $29,159.60 to GUILFORD COUNTY)

Section 4.

Each party agrees to use the allocated JAG funds for purposes consistent with the grant program until they are expended.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

This Agreement may only be terminated as to any party, by that party's un-incorporation or written notice to each of the other parties sixty (60) days prior to the requested termination.

Section 8.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 9.

The terms of this Agreement may only be amended with a written Contract Amendment executed by the Parties.

Section 10.

This Agreement is subject to the jurisdiction and laws of the State of North Carolina.

Section 11.

This Agreement, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the parties. All prior conversation or writings between the parties hereto or their representatives are merged within and extinguished.

IN WITNESS WHEREOF, the parties have set their hands and seals all pursuant to authority duly granted as of the day and year first above written.

(The remainder of this page has been intentionally left blank.)

CITY OF GREENSBORO, NC.

_____

City Manager

ATTEST:

_____

City Clerk

APPROVED AS TO FORM & LEGALITY:

_____

City Attorney

APPROVED AS TO CONTENT:

_____

Police Department Representative

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

_____

Finance Director

CITY OF HIGH POINT, NC.

_____

City Manager

ATTEST:

_____

City Clerk

APPROVED AS TO FORM & LEGALITY:

_____

City Attorney

APPROVED AS TO CONTENT:

_____

Police Department Representative

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

_____

Finance Director

GUILFORD COUNTY, NC.

_____
County Manager

ATTEST:

_____
Clerk to Board

APPROVED AS TO FORM & LEGALITY:

_____
County Attorney's Office

APPROVED AS TO CONTENT:

_____
Sheriff's Department Representative

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

_____
Interim Finance Director

APPROVED AS TO LEGAL SUFFICIENCY:

_____
County Attorney's Office