

**THE STATE OF NORTH CAROLINA  
CITY OF WINSTON-SALEM**

**INTERLOCAL AGREEMENT**

**BETWEEN THE CITY OF WINSTON-SALEM, NORTH CAROLINA  
THE CITY OF GREENSBORO, NORTH CAROLINA and THE CITY OF HIGH POINT,  
NORTH CAROLINA**

**2014 SOLVING COLD CASES WITH DNA GRANT AWARD**

This Agreement is made and entered into effective the   1<sup>st</sup>   day of  October 2014 , by and between THE CITY OF WINSTON-SALEM, acting by and through its governing body, the City Council, THE CITY OF GREENSBORO, acting by and through its governing body, THE CITY Council, and THE CITY OF HIGH POINT by and through its governing body, both of GUILFORD COUNTY, State of North Carolina.

**W I T N E S S E T H:**

**WHEREAS**, THE CITY OF WINSTON-SALEM, THE CITY OF GREENSBORO, and THE CITY OF HIGH POINT are eligible to share \$246,444 in grant award funds from the United States Department of Justice Office of Justice Programs to collaborate in solving cold cases with forensic DNA testing and followup investigation; and

**WHEREAS**, the police departments in THE CITY OF WINSTON-SALEM, THE CITY OF GREENSBORO, AND THE CITY OF HIGH POINT have identified homicide cases within their jurisdictions that meet the criteria of cold cases (in which there is no current, active investigation of the case) that may be solved with DNA; and

**WHEREAS**, this collaborative project is titled and hereafter referred to as the “Piedmont Triad Cold Case Initiative”; and

**WHEREAS**, the parties wish to accept said Solving Cold Cases With DNA grant funds and to set forth the terms and conditions of their acceptance in this agreement pursuant to North Carolina General Statute § 160A-460, et seq.

**NOW THEREFORE**, THE CITY OF WINSTON-SALEM, THE CITY OF GREENSBORO, and THE CITY OF HIGH POINT agree as follows:

1. Purpose and function.

The purpose of this Agreement is to define the rights and responsibilities of the parties in the Piedmont Triad Cold Case Initiative, a collaborative project designed to solve cold cases in CITY OF WINSTON-SALEM, THE CITY OF GREENSBORO, and THE CITY OF HIGH POINT. Under this Agreement, select employees of the police departments of THE CITY OF WINSTON-SALEM, THE CITY OF GREENSBORO, and THE CITY OF HIGH POINT will

engage in the investigation of unsolved or “cold” homicide cases which meet the following criteria:

- a. The lead detective is no longer actively investigating the case; and
- b. The case involves a homicide where DNA evidence is typically found and would be expected to be informative to the investigation and resolution of the crime.

2. Grant Award; Term of Agreement.

The parties hereby accept grant funds from the United States Department of Justice Office of Justice Programs in the amount of \$246,444 for the purpose of investigating and solving cold cases with DNA. This Agreement shall be effective October 1, 2014 and shall continue in full force and effect up to and including September 30, 2016. All parties agree to cooperate in maintaining complete compliance with all conditions, limitations, and “special conditions” as defined in the “Cooperative Agreement” detailing the grant award to THE CITY OF WINSTON-SALEM from the National Institute of Justice, Department of Justice, Office of Justice Programs, a copy of which is hereto cooperative and herein attached for all purposes to this Interlocal Subgrant Agreement as Exhibit A.

3. Grant Administration and Reimbursement of Expenses.

- a. THE CITY OF WINSTON-SALEM will serve as the administrator for the Solving Cold Cases With DNA grant.
- b. THE CITY OF WINSTON-SALEM, THE CITY OF GREENSBORO, and THE CITY OF HIGH POINT will each designate detectives to work on the Piedmont Triad Cold Case Initiative. Grant funds provided for the Piedmont Triad Cold Case Initiative will be utilized solely for the payment of designated detectives’ overtime salaries, forensic DNA testing contracted with an accredited private laboratory, and travel expenses required to perform investigative work outside the jurisdictions of the three parties. A specific budget for the Piedmont Triad Cold Case Initiative (including designated detectives) is attached as Exhibit B.
- c.
  - i. THE CITY OF WINSTON-SALEM will receive the grant funds and will reimburse THE CITY OF GREENSBORO and THE CITY OF HIGH POINT according to the attached budgets and the terms and conditions set forth herein; provided, however: that should invoices submitted by THE CITY OF GREENSBORO or THE CITY OF HIGH POINT exceed the grant funding designated to such party, THE CITY OF WINSTON-SALEM will not make payment of the excess amount through grant funds and will not itself be responsible for making payment of the excess. (THE CITY OF GREENSBORO and THE CITY OF HIGH POINT agree to submit an official invoice for reimbursement together with copies of all supporting documentation, to include, but not be limited to, payroll reports, timesheets, purchase

orders, receipts, vendor invoices referencing allowable expenses within 30 days after payment has been made.

- ii. THE CITY OF WINSTON-SALEM will reimburse THE CITY OF GREENSBORO and THE CITY OF HIGH POINT on a quarterly basis after all progress reports and financial reports have been submitted and reimbursement from the United States Department of Justice Office of Justice Program has been received by THE CITY OF WINSTON-SALEM.
- d. Each party agrees it will comply with all applicable purchasing and/or bidding laws in making any purchase pursuant to this Agreement.
- e. Each party agrees it will comply with all terms, conditions and requirements of the Solving Cold Cases With DNA grant and cooperative agreement and agrees that failure to so comply may result in the withholding of reimbursement of grant funds.
- 4. Personnel and supervision.
  - a. No transfer of any personnel between the parties is provided for by this Agreement. THE CITY OF WINSTON-SALEM agrees to designate five (5) sworn detectives from the Winston-Salem Police Department to the Piedmont Triad Cold Case Initiative. The CITY OF GREENSBORO agrees to designate seven (7) sworn detectives from the Greensboro Police Department and THE CITY OF HIGH POINT will designate three (3) detectives and four (4) forensic personnel to the Piedmont Triad Cold Case initiative.
  - b. The majority of the operations of the Piedmont Triad Cold Case Initiative will be conducted independently by each party's law enforcement agency, with regular monthly meetings held at one of the three agencies' locations. A detective from THE CITY OF WINSTON-SALEM's police department will service as the project's point of contact, overseeing scheduling, submission of progress and financial reports to CITY OF WINSTON-SALEM personnel for timely reporting, and additional project coordination duties as needed. Additional oversight and liaison to the Piedmont Triad Cold Case Initiative will be provided by the designated detective's chain of command within the Winston-Salem Police Department and by designated representatives of the agencies.
- 5. Grant Reporting
  - a. The parties agree that a condition of receipt of Solving Cold Cases With DNA grant funds is reporting of project activities as outlined in the grant materials. THE CITY OF GREENSBORO and THE CITY OF HIGH POINT each agree that they will provide THE CITY OF WINSTON-SALEM, as Grant Administrator, all documentation required in order to ensure compliance with grant terms and conditions.
  - b. Records

Each investigator assigned to a cold case for THE CITY OF WINSTON-SALEM, THE CITY OF GREENSBORO, and THE CITY OF HIGH POINT shall submit a bi-weekly timesheet to the designated project administrator with the Winston-Salem Police Department that includes the hours worked and a summary of activities on the forms furnished by THE CITY OF WINSTON-SALEM (attached to this Agreement as Exhibit C) in order to remain in compliance with the Agreement.

- c. Specifically, THE CITY OF GREENSBORO and THE CITY OF HIGH POINT agree to provide documentation to THE CITY OF WINSTON-SALEM using a specific quarterly report form (attached to this Agreement as Exhibit D) within 10 days after the end of each calendar quarter beginning October 1, 2014, as follows:
- \* Report(s) due January 30, 2014 for 1st quarter 2014 (October 1, 2014 through December 31, 2014)
  - \* Report(s) due April 30, 2014 for 2nd quarter 2015 (January 1, 2015 through March 31, 2015)
  - \* Report(s) due July 30, 2015 for 3rd quarter 2015 (April 1, 2015 through June 30, 2015)
  - \* Report(s) due October 30, 2015 for 4th quarter 2015 (July 1, 2015 through September 30, 2015)
  - \* Report(s) due January 30, 2016 for 1<sup>st</sup> quarter 2016 (October 1, 2015 through December 31, 2015)
  - \* Report(s) due April 30, 2016 for 2nd quarter 2016 (January 1, 2016 through March 31, 2016)
  - \* Report(s) due July 30, 2016 for 3rd quarter 2016 (April 1, 2016 through June 30, 2016)
  - \* Report(s) due October 30, 2016 for 4th quarter 2016 (July 1, 2016 through September 30, 2016)
- d. If any quarterly progress or financial report submitted by either THE CITY OF GREENSBORO or THE CITY OF HIGH POINT is not completed to the satisfaction of THE CITY OF WINSTON-SALEM, the form shall be returned setting forth the additional information desired and resubmitted with the appropriate changes no later than five (5) business days subsequent to its return.
6. **Joint agency; real property:** By this Agreement no joint agency is established and no real property is involved in the undertaking.
7. **Liability:** To the extent required by law, each party to this Agreement will be responsible for its own actions under this Agreement and shall not be liable to the other party for any civil liability that may arise hereunder.
8. **Method of Financing:** No financing will be needed for this undertaking. Each party shall be responsible for its own cost.

9. **Entire Agreement; Amendment, Renewal or Termination:** This Agreement is the entire Agreement between the parties hereto as to the subject matter herein. This Agreement may be amended or renewed by written Agreement of all parties. Should a party decide not to renew this Agreement or terminate this Agreement, said party shall notify the other parties in writing of its intent not to renew or terminate 60 days prior to the expiration of the then-current term of the Agreement.
10. **Authority to Contract:** Each party hereto represents and warrants that it has the legal authority, by ordinance or otherwise, to enter into this Agreement and to bind itself to its terms, and that its governing board has approved this Agreement or will ratify this Agreement as required pursuant to N.C.G.S. § 160A-461.
11. **Assignment:** This Agreement may not be assigned by either party, nor shall the performance of any duties under this Agreement be delegable by either party, without the prior written consent of both parties. This Agreement shall not be assignable by operation of law.
12. **Governing Law:** This Agreement shall be governed by, and construed according to, the laws of the State of North Carolina.

*This Agreement has been ratified by resolution spread upon the minutes of the Winston-Salem City Council, the Greensboro City Council, and the High Point City Council.*

**CITY OF WINSTON-SALEM, NORTH CAROLINA**

\_\_\_\_\_  
*Lee D. Garrity, City Manager*

\_\_\_\_\_  
*Date*

**ATTEST:**

\_\_\_\_\_  
*Renee Phillips, City Secretary (SEAL)*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Scott A. Cunningham, Police Chief*

\_\_\_\_\_  
*Date*

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
*Angela I. Carmon, City Attorney*

\_\_\_\_\_  
*Date*

***THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT AND FISCAL CONTROL ACT.***

\_\_\_\_\_  
*Lisa Saunders, Chief Financial Officer*  
*City of Winston-Salem*

\_\_\_\_\_  
*Date*

*This Agreement has been ratified by resolution spread upon the minutes of the Winston-Salem City Council, the Greensboro City Council, and the High Point City Council.*

**CITY OF GREENSBORO, NORTH CAROLINA**

\_\_\_\_\_  
*Wesley Reid, Assistant City Manager of Public Safety*

\_\_\_\_\_  
*Date*

**ATTEST:**

\_\_\_\_\_  
*City Clerk*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Anita Holder, Interim Chief of Police*

\_\_\_\_\_  
*Date*

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
*City Attorney*

\_\_\_\_\_  
*Date*

***THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT AND FISCAL CONTROL ACT.***

\_\_\_\_\_  
*Anita Wilson, Deputy Finance Officer*  
*City of Greensboro*

\_\_\_\_\_  
*Date*

*This Agreement has been ratified by resolution spread upon the minutes of the Winston-Salem City Council, the Greensboro City Council, and the High Point City Council.*

**CITY OF HIGH POINT, NORTH CAROLINA**

\_\_\_\_\_  
*Randy McCaslin, Interim City Manager*

\_\_\_\_\_  
*Date*

**ATTEST:**

\_\_\_\_\_  
*Lisa Vierling, City Clerk (SEAL)*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Marty Sumner, Police Chief*

\_\_\_\_\_  
*Date*

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
*JoAnne Carlyle, City Attorney*

\_\_\_\_\_  
*Date*

*THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT AND FISCAL CONTROL ACT.*

\_\_\_\_\_  
*Eric Olmedo, Budget & Evaluation Director  
City of High Point*

\_\_\_\_\_  
*Date*



