

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

STATE OF NORTH CAROLINA

KNOW ALL BY THESE PRESENTS

COUNTY OF GUILFORD

INTERLOCAL AGREEMENT

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

2017 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

THIS AGREEMENT is hereby made and entered into this 31st day of August, 2017 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 (**CFDA #16.738**) is the primary provider of federal criminal justice funding to States and units of local government; and

WHEREAS; the JAG Program statute is Subpart I of Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968. Title I of the "Omnibus Act" generally is codified at Chapter 26 of Title 42 of the United States Code; the JAG Program statute is codified at 42 U.S.C. §§ 3750-3758; and

WHEREAS; in general, JAG funds awarded to a unit of local government under this FY 2017 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice; and

WHEREAS; awards of at least \$25,000 or more are four years in length with an award period of October 1, 2016 through September 30, 2020; and

WHEREAS; each governing body, award recipients and sub-recipients (including recipients or sub-recipients that are pass-through entities) are accountable for Financial Management and System of Internal Controls as described in the Part 200 Uniform Requirements 2 as set out at 2 C.F.R. 200.303; 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 all 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

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WHEREAS; under this award, as defined by the legislation, a disparity exists between the funding eligibility of the county and its associated municipalities. In this instance, the COUNTY and the CITY OF GREENSBORO and the CITY OF HIGH POINT are all eligible for direct awards, but the sum of the awards for the individual municipalities exceeds four hundred percent of the county's award amount. Jurisdictions certified as disparate must identify a fiscal agent that will submit a joint application for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used; and

WHEREAS; the CITY OF GREENSBORO will serve as the lead administrator/fiscal agent for the **2017 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD;** and

NOW THEREFORE, the total award of **\$209,245** will be reallocated by the CITY OF GREENSBORO and the CITY OF HIGH POINT providing 20% of their allotment to the COUNTY. The distribution of funds will occur as follows:

Section 1.

The CITY OF GREENSBORO agrees to allocate to the CITY OF HIGH POINT a total of **\$42,423.20** in JAG funds. (Original award \$53,029 less 20% disparity amount of \$10,605.80 given to GUILFORD COUNTY).

Section 2.

The CITY OF GREENSBORO agrees to allocate to the COUNTY a total of \$53,205.80 in JAG funds. (Original award \$14,196 plus 20% disparity of \$39,009.80 in total (\$28,404 from the CITY OF GREENSBORO and \$10,605.80 from the CITY OF HIGH POINT)).

Section 3.

The CITY OF GREENSBORO shall retain \$113,616 in JAG funds. (Original award \$142,020 less 20% disparity amount of \$28,404 given 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.

The parties to this Agreement will seek reimbursement on a quarterly basis from the Bureau of Justice Assistance (BJA) via the CITY OF GREENSBORO serving as the lead administrator/fiscal agent.

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Section 6.

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 7.

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

Section 8.

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 9.

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 10.

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

Section 11.

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

Section 12.

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.

CITY OF HIGH POINT, NC.

APPROVED AS TO CONTENT:

Chief of Police

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

Deputy Finance Director

APPROVED AS TO FORM & LEGALITY:

City Attorney

City Manager

ATTEST:

City Clerk

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CITY OF GREENSBORO, NC.

APPROVED AS TO CONTENT:

Chief of Police

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

Deputy Finance Director

APPROVED AS TO FORM & LEGALITY:

City Attorney

City Manager

ATTEST:

City Clerk

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GUILFORD COUNTY, NC.

APPROVED AS TO CONTENT:

Sheriff

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

Finance Director

APPROVED AS TO FORM & LEGALITY:

City Attorney

City Manager

ATTEST:

Clerk to Board