STATE OF NORTH CAROLINA

KNOW ALL BY THESE PRESENTS

COUNTY OF GUILFORD

INTERLOCAL AGREEMENT

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

2019 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

THIS AGREEMENT is hereby made and entered into this 1st day of October, 2019 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;

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;

WHEREAS; in general, JAG funds awarded to a unit of local government under this FY 2019 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice;

WHEREAS; awards of at least $25,000 or more are four years in length with an award period of October 1, 2018 through September 30, 2022;

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;

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;

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;

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;

WHEREAS; the CITY OF GREENSBORO will serve as the lead administrator/fiscal agent for the 2019 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD; and

NOW THEREFORE, the total award of **$250,102** 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, as lead administrator/fiscal agent, agrees to allocate to the CITY OF HIGH POINT a total of **$50,992** in JAG funds. (Original award $63,740 less 20% disparity amount of $12,748 given to GUILFORD COUNTY).

Section 2.

The CITY OF GREENSBORO, as lead administrator/fiscal agent, agrees to allocate to the COUNTY a total of **$61,034.80** in JAG funds. This is calculated as the original award of $13,768 plus 20% disparity totaling $47,266.80 from other two agencies ($34,518.80 from the CITY OF GREENSBORO and $12,748 from the CITY OF HIGH POINT).

Section 3.

The CITY OF GREENSBORO shall retain **$138,075.20** in JAG funds. (Original award $172,594 less 20% disparity amount of $34,518.80 given to GUILFORD COUNTY).

Section 4.

JAG Withholding for NIBRS 3 Percent set-aside - Beginning in FY 2018, BJA is requiring, through the application of a special condition, that direct JAG award recipients not certified by their state (or, as applicable, the FBI) as NIBRS compliant to dedicate 3 percent of their JAG award toward achieving full compliance with the FBI's NIBRS data submission requirements under the UCR Program. The requirement for a NIBRS set-aside will be applicable to all jurisdictions in a disparate group, but will not otherwise be applied to sub-awards. However, all three jurisdictions are now NIBRS compliant and no set-aside is required unless otherwise stated by the granting agency.

Section 5.

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

Section 6.

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.

Section 7.

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 8.

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

Section 9.

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 10.

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 11.

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

Section 12.

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

Section 13.

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

_____

Finance Director

_____

City Attorney

_____

City Manager

ATTEST:

_____

City Clerk

CITY OF GREENSBORO, NC.

APPROVED AS TO CONTENT:

_____

Chief of Police

_____

Deputy Finance Director

_____

City Attorney

_____

City Manager

ATTEST:

_____

City Clerk

GUILFORD COUNTY, NC.

APPROVED AS TO CONTENT:

_____

Sheriff's Department Representative

_____

County Attorney

_____

County Manager

ATTEST:

_____

Clerk to Board