

CITY OF HIGH POINT

AGENDA ITEM



Title: 2016 Byrne Justice Assistance Grant (JAG) Interlocal Agreement

From: Chief Kenneth J. Shultz

Meeting Date: June 6, 2016

Public Hearing: N/A

Advertising Date /
Advertised By: N/A

Attachments: FY 16 JAG MOU
Resolution Ratifying and Authorizing the Execution of An Interlocal Agreement

PURPOSE:

Resolution Ratifying an Interlocal Agreement with Greensboro and Guilford County to receive 2016 Byrne Justice Assistance Grant (JAG) funding.

BACKGROUND:

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. The High Point Police Department, the Greensboro Police Department and the Guilford County Sheriff's Office have received this grant annually since 2005.

Under this year's award High Point will receive a total of \$41,454.40 in JAG funding. (Original award \$51,818 less 20% disparity amount of \$10,363.60 given to Guilford County). The High Point Police Department will use the funds to purchase ten Watch Guard High Definition in-car video cameras for patrol vehicles. Although all the initial responding patrol units have in-car cameras some of the ICOP cameras are 10 years old and are no longer serviceable. These ten in-car cameras will replace old non serviceable ICOP cameras.

BUDGET IMPACT:

There is no budget impact, no matching funds required.

RECOMMENDATION / ACTION REQUESTED:

Request City Council to approve the attached resolution and authorize the Interlocal Agreement.

**RESOLUTION AUTHORIZING THE EXECUTION OF
AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF GREENSBORO, NC;
CITY OF HIGH POINT, NC; AND COUNTY OF GUILFORD, NC FOR SHARED USE
OF 2016 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
FUNDS**

BE IT RESOLVED, that the High Point City Council hereby authorizes the City Manager and the City Clerk to execute the attached Interlocal Agreement between Guilford County, the City of Greensboro, and the City of High Point regarding the shared use of FY 2016 Byrne Justice Assistance Grant (JAG) Program Award funds in the amount of \$204,515 as required by N.C.G.S. 160A Article 20, subject to pre-audit certificate thereon by the Finance Director, and approval as to form and legality by the City Attorney. The original Agreement is incorporated herein by reference.

Adopted this the 6th day of June, 2016.

Lisa B. Vierling
High Point City Clerk

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

2016 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

THIS AGREEMENT is hereby made and entered into this 1st day of October, 2016, 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, 2015 through September 30, 2019; 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 will serve as the lead administrator/fiscal agent for the **2016 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**; and

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

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 **\$204,515** in JAG funds; and

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

Section 1.

The CITY OF GREENSBORO agrees to allocate to the CITY OF HIGH POINT a total of **\$41,454.40** in JAG funds. (Original award \$51,818 less 20% disparity amount of \$10,363.60 given to GUILFORD COUNTY).

Section 2.

The CITY OF GREENSBORO agrees to allocate to the COUNTY a total of \$51,542.20 in JAG funds. (Original award \$13,299 plus 20% disparity of \$38,243.20 total; \$27,879.60 from the CITY OF GREENSBORO and \$10,363.60 from the CITY OF HIGH POINT).

Section 3.

The CITY OF GREENSBORO shall retain \$111,518.40 in JAG funds. (Original award \$139,398 less 20% disparity amount of \$27,879.60 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.

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 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.

CITY OF GREENSBORO, NC CITY OF HIGH POINT, NC &
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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.

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

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

CITY OF HIGH POINT

ATTEST:

Lisa Vierling, City Clerk

Greg Demko, City Manager

Kenneth J. Shultz, Chief of Police

APPROVED AS TO FORM & LEGALITY:

JoAnne Carlyle, City Attorney

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

Jeff Moore, Financial Services Director

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

CITY OF GREENSBORO

ATTEST:

, City Clerk

, City Manager

, Chief of Police

APPROVED AS TO FORM & LEGALITY:

, City Attorney

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

, Financial Services Director

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

GUILFORD COUNTY

ATTEST:

, County Clerk

, County Manager

Sheriff

APPROVED AS TO FORM & LEGALITY:

, County Attorney

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

, Financial Services Director