

CITY OF HIGH POINT

AGENDA ITEM



Title: Cold Case Interlocal Agreement

From: Kenneth J. Shultz, Police Chief

Meeting Date: September 19, 2016

Public Hearing: N/A

Advertising Date /

Advertised By: N/A

Attachments: Amendment to Interlocal Agreement

PURPOSE:

Request to Amend Interlocal Cold Case Agreement

BACKGROUND:

In October 2014, the cities of High Point, Winston-Salem and Greensboro entered into an agreement accepting a United States Department of Justice, Office of Justice Program "Solving Cold Cases with DNA" grant.

This grant was developed to encourage reviews of unsolved homicides and associated evidence in order to determine if new DNA testing capabilities could aid in the identification of offenders. The original terms for this agreement ran from October 1, 2014 through September 30, 2016. Per the original agreement, we are entitled to a one-year extension in order to continue the work. All involved parties are supportive of this amendment.

BUDGET IMPACT:

The grant funds for this agreement have already been awarded and will continue to serve as a reimbursement program to cover the expenses of any items we have examined. As such, this amendment will not impact our budget.

RECOMMENDATION I ACTION REQUESTED:

The Police Department is requesting that City Council approve this request to amend the current Interlocal Cold Case Agreement.

KENNETH J. SHULTZ
Chief of Police



PHONE (336) 887-7970
FAX (336) 887-7972
TDD (336) 883-8517

High Point Police Department

DATE: September 12, 2016
TO: Greg Demko, City Manager
FROM: Kenneth J. Shultz, Chief of Police
SUBJECT: COLD CASE INTERLOCAL AGREEMENT

In October 2014, the Cities of High Point, Winston-Salem and Greensboro entered into an agreement accepting a United States Department of Justice, Office of Justice Programs "Solving Cold Cases with DNA" grant and established the terms and conditions of the acceptance of this grant.

This grant was specifically developed in order to allow agencies to review unsolved homicides which may have occurred prior to the development of current DNA testing and comparison capabilities. With the grant, existing evidence which may still hold clues as to the offender's identification can be tested.

The original terms of this agreement were from October 1, 2014, through September 30, 2016. Pursuit to that original agreement, we are now entitled to amend or renew this contract for an additional one year term. All parties are supportive of this agreement.

Since funding and opportunities for reviewing cold cases still remain available, I recommend that Council move forward with renewing this Cold Case Interlocal Agreement.

A handwritten signature in blue ink, appearing to read "Kenneth J. Shultz".

Kenneth J. Shultz
Chief of Police
High Point Police Department

**AMENDMENT TO
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 Amendment to that certain Interlocal Agreement made and entered into effective October 1, 2014 (the “Agreement”) is made and entered into effective as of October 1, 2016, by and between the City of Winston-Salem, acting by and through its governing body, the City of Greensboro, acting by and through its governing body, and the City of High Point, acting by and through its governing body.

WHEREAS, the parties previously entered into the Agreement accepting a United States Department of Justice Office of Justice Programs “Solving Cold Cases with DNA” grant and establishing the terms and conditions of the acceptance of said grant;; and

WHEREAS, the original term of the Agreement was from October 1, 2014 to and including September 30, 2016; and

WHEREAS, pursuant to Section 9 of the Agreement, the parties may amend or renew the Agreement for an additional term; and

WHEREAS, the parties wish to amend the Agreement so as to extend its term for an additional one (1) year.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Agreement is renewed for an additional term of one (1) year, from October 1, 2016 to and through September 30, 2017.
2. Section 5.c. of the Agreement is hereby deleted in its entirety and the following substituted therefor:
 - 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 1st 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)
- * Report(s) due January 30, 2017 for 5th quarter 2017 (October 1, 2016 through December 31, 2016)
- * Report(s) due April 30, 2017 for 6th quarter 2017 (January 1, 2017 through March 31, 2017)
- * Report(s) due July 30, 2017 for 7th quarter 2017 (April 1, 2017 through June 30, 2017)
- * Report(s) due October 30, 2017 for 8th quarter 2017 (July 1, 2017 through September 30, 2017)

3. Except for the amendments referenced in Items 1 and 2, above, the Mutual Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first above written.

[SIGNATURES BEGIN ON NEXT PAGE]

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:

Melanie Johnson, City Secretary (SEAL)

Date

Barry D. Rountree, 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

, 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

Greg Demko, City Manager

Date

ATTEST:

Lisa B. Vierling, City Clerk (SEAL)

Date

Kenneth J. Shultz, 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.

*Jeffery A. Moore, Director of Financial Services
City of High Point*

Date