

CITY OF HIGH POINT

AGENDA ITEM



Title: Interlocal Agreement and MOU for the Cold Case DNA Grant

From: Kenneth J. Shultz, Police Chief

Meeting Date: October 2, 2017

Public Hearing: N/A

Advertising Date /
Advertised By: N/A

Attachments: Resolution
Amendment to Interlocal Agreement
Amended MOU

PURPOSE:

Request to Amend Interlocal Agreement and the MOU for the Cold Case DNA grant.

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 were subsequently approved for a one-year extension in order to continue the work. This extension is now slated to expire on September 30, 2017. With continuing success over the past year, all involved parties are now supportive of extending this amendment for an additional year, which will enable it to run from October 1, 2017 through September 30, 2018. Because of our progress and success, we are seeking approval to enter into this extension agreement.

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 / ACTION REQUESTED:

The Police Department is requesting that City Council adopt a Resolution authorizing the amended Interlocal Cold Case Agreement and the amended MOU between the cities of Winston Salem, Greensboro and High Point.

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO AN
INTERLOCAL AGREEMENT BETWEEN THE CITY OF WINTSON-SALEM, NORTH
CAROLINA, THE CITY OF GREENSBORO, NORTH CAROLINA, AND THE CITY
OF HIGH POINT, NORTH CAROLINA AND AN AMENDMENT TO A
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WINSTON-
SALEM, THE CITY OF GREEMSBORO, THE CITY OF HIGH POINT, AND NMS
LABS, INCORPORATED UNDER THE 2014 SOLVING COLD CASES WITH DNA
GRANTS PROGRAM**

WHEREAS, in 2014, the City of Winston-Salem (“WINSTON-SALEM”), the City of Greensboro (“GREENSBORO”), and the City of High Point (“HIGH POINT”) were awarded and accepted a grant in the amount of \$246,444 from the United States Department of Justice Office of Justice Programs through the 2014 Solving Cold Cases with DNA Grants Program; and

WHEREAS, WINSTON-SALEM, GREENSBORO, and HIGH POINT entered into an Interlocal Agreement effective October 1, 2014 for the purpose of sharing of grant funds; and

WHEREAS, the parties entered into a Memorandum of Understanding effective February 1, 2016 for the purpose of outlining the terms and conditions for their participation in the project known as the Piedmont Triad Cold Case Initiative; and

WHEREAS, WINSTON-SALEM, GREENSBORO, and HIGH POINT have successfully utilized this grant funding to collaboratively solve cold cases through forensic DNA testing and additional case investigation; and

WHEREAS, WINSTON-SALEM, GREENSBORO, and HIGH POINT entered into an Amended Interlocal Agreement and Memorandum of Understanding which will expire September 30, 2017; and

WHEREAS, the parties desire to continue their collaborative efforts of investigation of cold cases through forensic DNA testing and additional case investigation for an additional one (1) year term; and

WHEREAS, this continuation of collaborative efforts requires an Amendment of the Interlocal Agreement and an Amendment of the Memorandum of Understanding extending the expiration term of those agreements, but does not require additional funding.

NOW THEREFORE, BE IT RESOLVED, that the High Point City Council does hereby authorize the execution of an amendment to the Interlocal Agreement and an amendment to the Memorandum of Understanding for the purposes of extending the terms of each agreement to and through September 30, 2018, and authorizing the execution of any additional related documents as may be required by the United States Department of Justice in order to accomplish this extension.

Adopted this the 2nd day of October, 2017.

Mayor William S. Bencini, Jr.

ATTESTED:

Lisa B. Vierling
High Point City Clerk

**THE STATE OF NORTH CAROLINA
CITY OF WINSTON-SALEM
CITY OF GREENSBORO
CITY OF HIGH POINT**

**AMENDMENT TO
MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE CITY OF WINSTON-SALEM, THE CITY OF GREENSBORO, AND
THE CITY OF HIGH POINT, NORTH CAROLINA
AND NMS LABS, INCORPORATED**

(2014 SOLVING COLD CASES WITH DNA GRANT AWARD)

THIS Amendment to that certain Memorandum of Understanding made and entered into effective the 1st day of February 2016, by and between the City of Winston-Salem, the City of Greensboro, the City of High Point, and National Medical Services, Inc., is made and entered into effective the _18th_ day of __September__, 2017.

WITNESSETH:

WHEREAS, in 2014 the City of Winston-Salem was awarded _\$246,444_ in grant funds (“Grant”) from the United States Department of Justice Office of Justice Programs (the “Grantor”) to collaborate with the City of Greensboro and the City of High Point in a project referred to as the “Piedmont Triad Cold Case Initiative” (the “Initiative”); and

WHEREAS, the purpose of the Piedmont Triad Cold Case Initiative is the solving of cold case homicide by use of forensic DNA testing and follow-up investigation; and

WHEREAS, the parties entered into a Memorandum of Understanding effective February 1, 2016 in order to outline the terms and conditions of their participation in the Initiative in this Memorandum of Understanding; and

WHEREAS, the Memorandum of Understanding is scheduled to expire as of September 30, 2016; and

WHEREAS, the parties desire to continue their collaborative efforts of investigation of cold cases through forensic DNA testing and additional case investigation for an additional one (1) year term; and

WHEREAS, this continue of efforts requires amendment of the Memorandum of Understanding.

NOW, THEREFORE, the parties agree as follows:

1. Section 2.c. of the Memorandum of Understanding is hereby deleted in its entirety and the following substituted therefore:

2. Responsibilities/Procedures

c. Responsibilities of Grant Administrator. Beginning February 1, 2016 and continuing through September 30, 2018, the Winston-Salem Police Department, as the Grant Administrator, shall:

i. Upon the receipt of a reimbursement claim form, proof of payment of invoices, and any associated required documentation, and upon approval of the Grantor, provide reimbursement to the police departments of the City of Greensboro and the City of High Point for payments made under the Grant and this MOU to National Medical Services, Inc.

ii. Withhold the final 10% of reimbursement claimed by National Medical Services, Inc. until confirmation that all responsibilities of National Medical Services, Inc. under this MOU and the grant have been met, including without limitation, the submission of genetic profiles into CODIS.

iii. Prepare and submit quarterly financial reports and semi-annual progress reports as required by the Grantor.

2. All other provisions of the Agreement not inconsistent with the above amendment remain in full force and effect.

Executed this _18th_ day of ___September___, 2017.

CITY OF WINSTON-SALEM, NORTH CAROLINA

Lee D. Garrity, City Manager

Date

ATTEST:

Melanie Johnson, City Secretary (SEAL)

Date

Catrina A. Thompson, Chief of Police

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

CITY OF GREENSBORO, NORTH CAROLINA

Wesley Reid, Assistant City Manager of Public Safety

Date

ATTEST:

City Clerk

Date

Wayne Scott, 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

CITY OF HIGH POINT, NORTH CAROLINA

Greg Demko, City Manager

Date

ATTEST:

Lisa Vierling, City Clerk (SEAL)

Date

Kenneth 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.

Eric Olmedo, Budget & Evaluation Director
City of High Point

Date

National Medical Services, Inc.

By _____
Pierre G. Cassigneul, President & CEO

Attest: (SEAL)

By _____
, Secretary

**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, 2017, 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, by amendment to the Agreement, the original term of the Agreement was extended for an additional one (1) year through September 30, 2017; 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 through September 30, 2018.

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, 2017 to and through September 30, 2018.
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 2016 (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)
- * Report(s) due January 30, 2018 for 9th quarter 2017 (October 1, 2017 through December 31, 2017)
- * Report(s) due April 30, 2018 for 10th quarter 2018 (January 1, 2018 through March 31, 2018)
- * Report(s) due July 30, 2018 for 11th quarter 2018 (April 1, 2018 through June 30, 2018)
- * Report(s) due October 30, 2018 for 12th quarter 2018 (July 1, 2018 through September 30, 2018)

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

Catrina A. Thompson, Chief of Police

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 Vierling, City Clerk (SEAL)

Date

Kenneth 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.

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

Date