

CITY OF HIGH POINT

AGENDA ITEM



Title: Interlocal Agreement between City of High Point and Guilford County for Family Justice Center

From: Kenneth J. Shultz, Police Chief

Meeting Date: February 5, 2018

Public Hearing: N/A

**Advertising Date /
Advertised By:** N/A

Attachments: Interlocal Agreement

PURPOSE:

Request to enter into an Interlocal Agreement for development of Family Justice Center (FJC) in High Point.

BACKGROUND:

As part of a wholistic approach to addressing crime, the High Point Police Department has historically partnered with service providers, advocates and other professionals to attend to the needs of crime victims as they go through the legal process and to then ensure they have the necessary support to aid in recover from experienced trauma. This effort was greatly expanded upon when we began our initiative to reduce Domestic Violence several years ago. With the aid of Community Foundation support, grants and other sources we then started a Victim's Justice Center which focused on helping victims of domestic violence. This effort has seen much success and has greatly benefitted our citizens.

In partnership with the County, we now have the opportunity to expand upon the services offered and thereby support more High Point citizens. Services will still address domestic violence but will expand to include other family matters as well as elderly care. Additionally, through this partnership, we will be able to relocate to the High Point Court House which will increase functionality and accessibility. This partnership will also help us address funding sustainability and staffing issues which have been a constant challenge. As a benefit to High Point Citizens, we are seeking approval to enter into this agreement.

BUDGET IMPACT:

Through the interlocal agreement, the City of High Point will provide a one-time contribution not to exceed \$500,000 to aid in renovation and upstart cost for the FJC to be located at 505 E. Green Drive in High Point, NC. The first installment of \$250,000 will be paid after the COUNTY completes 50% of the renovation project. The second installment of up to \$250,000 will be paid upon the completion of the project. COUNTY will invoice the CITY for each installment. \$250,000 is to be allocated from our current budget and the remaining amount is to be charged to the 2019 Budget.

RECOMMENDATION / ACTION REQUESTED:

The Police Department is requesting that City Council approve this request to enter into an Interlocal Agreement with Guilford County and that the required funding be provided.

**RESOLUTION AUTHORIZING THE EXECUTION OF
AN INTERLOCAL AGREEMENT BETWEEN THE CITY HIGH POINT, NC; AND
COUNTY OF GUILFORD, NC FOR THE DEVELOPMENT OF A FAMILY JUSTICE
CENTER TO BE LOCATED IN THE CITY OF HIGH POINT**

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 and the City of High Point regarding a one-time contribution of \$500,000 from the City of High Point for the sole purpose of aiding in the renovation costs for the Guilford County Family Justice Center to be located on the second floor of the Guilford County Courthouse, located at 505 East Green Street, High Point, North Carolina 27260, subject to pre-audit certificate thereon by the Finance Director.

Adopted this the 5th day of February, 2018.

Lisa B. Vierling
High Point City Clerk

Guilford County Contract #688
INTERLOCAL AGREEMENT

THIS AGREEMENT is hereby made and entered into this 15th day of January, 2018, by and between, the CITY OF HIGH POINT, a municipal corporation of the State of North Carolina, acting by and through its governing body, the CITY Council, hereinafter to as the "CITY," and GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, acting by and through its governing body, the Guilford COUNTY Board of Commissioners, hereinafter referred to as the "COUNTY," and collectively referred to as the "PARTIES."

WITNESSETH:

WHEREAS, the COUNTY, CITY and community partners have designed a public safety initiative to be known as the Guilford COUNTY Family Justice Center, hereinafter referred to as "FJC," for aligning professionals in a sole location to provide coordinated services to victims of domestic violence, sexual assault, child maltreatment, and elder abuse: and

WHEREAS, in its collaborative approach to fight family violence, the COUNTY has partnered with area non-profit organizations, private sector resources, and law enforcement agencies to streamline assistive services into a "one-stop-shop," to foster a safe and supportive environment for family violence victims: promote effective and efficient communication between service providing entities: increase the number of successful prosecutions: and reduce the rate of family violence and offender recidivism: and

WHEREAS, the FJC location in High Point requires renovation to successfully meet the needs of the partner organizations in providing services to family violence victims: including the relocation of detectives from the CITY Police Department, resulting in specific modifications associated with law enforcement to more effectively provide these vital services to its citizens: and

WHEREAS, the PARTIES enter the Agreement for the one-time request of COUNTY for funding support from CITY in an amount not to exceed **\$500,000.00**, solely for the aid in renovation and upstart costs for the FJC to be located at **505 East Green Street, High Point NC 27260** as described in Exhibit "A" attached hereto and incorporated by reference; and

NOW, THEREFORE, in consideration of the premises and fulfillment of the terms of this Agreement, the PARTIES hereby agree as follows:

1. CITY will provide COUNTY a one-time contribution not to exceed **\$500,000.00**, for the sole purpose of aiding in the renovation costs for the FJC. This contribution will be paid in 2 installments. The first installment of \$250,000.00 will be paid after the COUNTY completes 50% of the renovation project. The second installment of up to \$250,000.00 will be paid upon the completion of the project. COUNTY will invoice the CITY for each installment.
2. COUNTY will keep an accurate account of how each \$250,000.00 installment from the CITY is spent and provide a detailed report of those expenditures to the CITY.

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3. PARTIES agree that if the total cost of the renovation project is less than the projected \$500,000.00, the COUNTY shall exhaust its \$250,000.00 contribution first and shall invoice the CITY for the remainder, only up to the actual amount spent. PARTIES agree that if the total cost of the renovation project is more than the projected \$500,000.00, the COUNTY shall pay the remainder.
4. PARTIES acknowledge and agree that CITY's one-time contribution associated with facility renovations does not create an ownership interest by CITY in the FJC or its premises.
5. COUNTY will actively solicit in-kind support from other partnerships including but not limited to Guilford COUNTY, Guilford COUNTY Sheriff's Office, Guilford COUNTY District Attorney's Office, High Point Police Department, Family Services of the Piedmont, Legal Aid, and the Children's Law Center of Central NC.
6. In the event, financial and in-kind support from other sources is insufficient to cover the renovations and operations of the FJC project, and the FJC project is abandoned within the term of this Agreement as determined by the CITY in its sole discretion, the COUNTY shall return the balance of any unused portion to the CITY'S donation and shall release the CITY from its obligation.
7. The terms and conditions of this Agreement may only be modified or amended with a written Contract Amendment executed by the PARTIES.
8. This Agreement may be terminated by mutual consent of both PARTIES. Moreover, this Agreement shall terminate upon thirty (30) days from completion of the renovation and final payment under this Agreement or one (1) year from the date of execution whichever occurs earlier. The PARTIES agree that this Agreement is subject to the jurisdiction and laws of the State of North Carolina.
9. If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the PARTIES' intention. All remaining provisions of this Agreement shall remain in full force and effect.
10. COUNTY agrees to indemnify and hold the CITY, its officers, employees, agents, and contractors harmless against all liabilities and losses of whatever nature including, without limitation, the payment of any costs and attorney fees arising from or in connection with the renovations of the FJC.
11. 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.

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12. All notices pursuant to this Agreement shall be in writing and delivered personally or mailed by certified mail, registered mail, postage prepaid, with return receipt requested, at the addresses appearing below, but each party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing. Notices should be sent to the attention of the current COUNTY Manager or CITY Manager.

Marty K. Lawing, COUNTY Manager
GUILFORD COUNTY
P.O. Box 3427 (27402)
301 West Market Street
Greensboro, NC 27401

Greg Demko, CITY Manager
CITY OF High Point
P.O. Box 230 (27261)
211 S. Hamilton Street
High Point, NC 27261

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.

(The remainder of this page has been intentionally left blank.
Signatures of the PARTIES appear on the following page)

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WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written.

GUILFORD COUNTY

ATTEST:

Marty K. Lawing Date
Guilford County Manager

Robin B. Keller Date
Guilford County Clerk to Board

(COUNTY SEAL)

CITY OF HIGH-POINT

ATTEST/WITNESS:

Greg Demko, Date
High Point City Manager

Date

Print Name/Title: _____

(CORPORATE SEAL)

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

City of High Point Finance Director Date

EXHIBIT "A"

The renovations include the upfit of a designated segment of the second floor of the Guilford County Courthouse located at 505 E. Green St., High Point, North Carolina, 27260. The work includes, but is not limited to, upfitting offices spaces, toilets, and establishing a separate entrance for individuals seeking FJC partner agency services. The areas outside of the renovation space must remain operational during construction activities. Care must be taken during construction to coordinate activities with the requirements of those spaces that are currently occupied.