

CITY OF HIGH POINT

AGENDA ITEM



Title: Resolution - 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Interlocal Agreement

From: J. Travis Stroud, Interim Chief of Police

Meeting Date: November 16, 2020

Public Hearing: Yes

**Advertising Date /
Advertised By:** November 2, 2020

Attachments: Resolution & Interlocal Agreement

PURPOSE:

Conduct public hearing and adopt Resolution ratifying an Interlocal Agreement with Greensboro and Guilford County to receive the 2020 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 \$49,297.60. The HPPD will use the funding as pledged for a portion of the City's current Municipal Lease agreement of WatchGuard 4RE/VISTA In-car camera / body-worn camera systems with Motorola Solutions. The Municipal Lease Agreement was approved by City Council on June 1, 2020.

BUDGET IMPACT: The City of High Point entered into the lease agreement on June 26, 2020 with the first lease payment not coming due until fiscal year 2021-22 on July 1, 2021 and future payments being made on an annual basis through July 1, 2024.

Year 1 – No payment required

Year 2 - \$345,109.00

Year 3 - \$345,109.00

Year 4 - \$345,109.00

Year 5 - \$345,109.00

RECOMMENDATION / ACTION REQUESTED:

Council is recommended to adopt a Resolution authorizing the execution of an Interlocal Agreement between the City of Greensboro, City of High Point and County of Guilford for shared use of the 2020 Edward Byrne Memorial Justice Assistance Grant Funds.

J. Travis Stroud
Interim Chief of Police

**RESOLUTION AUTHORIZING THE EXECUTION OF
AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF GREENSBORO, NC;
HIGH POINT, NC; AND COUNTY OF GUILFORD, NC FOR SHARED USE OF
2020 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANT 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 2018 Byrne Justice Assistance Grant (JAG) Program Award funds in the amount of \$241,872 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 16th day of November 2020.

Lisa B. Vierling
High Point City Clerk

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**

2020 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

THIS AGREEMENT is hereby made and entered into this 1st day of September, 2020 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.

WITNESSETH:

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 2020 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, 2019 through September 30, 2023;

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 2020 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD; and

NOW THEREFORE, the total award of **\$241,872** 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 **\$49,297.60** in JAG funds. (Original award \$61,622 less 20% disparity amount of \$12,324.40 given to GUILFORD COUNTY).

Section 2.

The CITY OF GREENSBORO, as lead administrator/fiscal agent, agrees to allocate to the COUNTY a total of **\$59,544.80** in JAG funds. This is calculated as the original award of \$13,963 plus 20% disparity totaling \$45,581.80 from other two agencies (\$33,257.40 from the CITY OF GREENSBORO and \$12,324.40 from the CITY OF HIGH POINT).

Section 3.

The CITY OF GREENSBORO shall retain **\$133,029.60** in JAG funds. (Original award \$166,287 less 20% disparity amount of \$33,257.40 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

Legal Notice/Notice of Public Hearing

Notice is hereby given in compliance with the U.S. Department of Justice (DOJ) Bureau of Justice Assistance (BJA) for funding authorized through the 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Local Solicitation, that a public hearing will be held before the High Point City Council in consideration of the High Point Police Department's recent award notification of funding in the amount of \$49,297.60. The JAG Program is authorized by Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 -10158); see also 28 U.S.C. 530C(a). Award allocations are determined by a four-step statutory formula.

The High Point Department is recommending that these funds be expended as pledged for a portion of the City's current Municipal Lease agreement of WatchGuard 4RE/VISTA In-car camera / body-worn camera systems with Motorola Solutions. The Municipal Lease Agreement was approved by City Council on June 1, 2020. There are no funds required for match of this grant. The City of High Point entered into the lease agreement on June 26, 2020 with the first least payment not coming due until fiscal year 2021-22 on July 1, 2021 and future payments being made on an annual basis through July 1, 2024.

Funding will be presented to City Council in the form of public hearing and comment on Monday, November 16, 2020 at 5:30pm. The public can listen to the meeting via www.highpointnc.gov/VirtualPublicMeeting No registration is required. Although the public is unable to physically participate due to COVID-19 mitigation efforts, the public can submit comments by

Calling 336-883-3522 and leaving a message, or by

Emailing written comments to publiccomment@highpointnc.gov, or by

Dropping off written comments in the city of High Point's utility payment drop-boxes located on both sides of the Municipal Building located at 211 S. Hamilton Street in the Green Drive and the Commerce Avenue parking lots.

All comments received will be forwarded to the City Council and will be incorporated as part of the permanent proceedings of the November 16, 2020 City Council Meeting. The City of High Point's Public Comment Policy restricts comments to no more than three (3) minutes which will apply for the telephone message submission. E-mail submissions and written comments should be kept at 350 words or less. The submission deadline is Friday, November 13 at 5:00pm.

Justice Assistance Grant

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. JAG funds may be used for state and local initiatives to provide additional personnel, equipment, supplies, contractual

support, training, technical assistance, and information systems for criminal justice. The JAG program provides local agencies with the flexibility to prioritize and place justice funds where needed most. Awards are made in the first fiscal year of the appropriation and may be expended during the following 3 years. <https://bja.ojp.gov/program/jag/overview>

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Nov. 6, 2020