

STATE OF NORTH CAROLINA  
COUNTY OF DURHAM

INTERLOCAL AGREEMENT  
JUSTICE ASSISTANCE GRANT 2020

This is an Inter-local Cooperation Agreement between City of Durham, a North Carolina municipal corporation (hereinafter "City"), and County of Durham, a political subdivision of the State of North Carolina (hereinafter "County"). This Agreement is made pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes. The date of the Inter-local Cooperation Agreement is August 5, 2020 (hereinafter "Agreement").

WITNESSETH:

WHEREAS, in the past, the County and City have applied for and received jointly a Local Law Enforcement Block Grant (LLEBG) through the U.S. Department of Justice, Office of Justice Programs (OJP) for law enforcement activities; and

WHEREAS, in 2005, the Edward Byrne Memorial Justice Assistance Grant (JAG) was created by OJP to replace the LLEBG program with a single funding mechanism to allow grantees the flexibility to prioritize and place grant funds where they are needed most; and

WHEREAS, the OJP has made available, upon application, to the City and County jointly, JAG funds in an amount of \$173,043, however, this year, there must be one applicant/fiscal agent designated in the Grant application that shall be responsible for distributing the funds and monitoring the award; and

WHEREAS, the COUNTY and CITY desire to designate the COUNTY as the applicant/fiscal agent, thus all 2020 JAG funds will be directed to the COUNTY; and

WHEREAS, the City will forfeit its portion of the 2020 JAG funds to the County.

NOW THEREFORE, for and in consideration of mutual covenants contained herein and the mutual benefits to result therefrom, the parties hereby agree as follows:

**SECTION 1. PURPOSE**

The purpose of this Agreement is to set forth the application for, distribution of and use of JAG funds to be awarded to the City and County by the OJP for FY 2020.

- A. Application. The City and the County have been certified by OJP as 'disparate' and must submit a joint application for the aggregate of funds allocated to them. **The parties hereby designate the COUNTY as the applicant/fiscal agent for the joint JAG funds.** The Edward Byrne Memorial Justice Assistance Grant Application #2020- H7791-NC-DJ, is incorporated herein and made an integral part hereof. All JAG funds awarded to the CITY and COUNTY for 2020 shall be subject to the terms and conditions of the Grant Application.

Nothing herein shall supersede the rights and obligations of the parties as set forth in the Grant Application or award.

- B. Distribution. The City agrees to forfeit its portion of the 2020 JAG funds to the County. So that the County shall not distribute any of the awarded funds to the City.
- C. Monitoring the Award. The COUNTY through the Durham County Sheriff's Office shall be responsible for the administration of the JAG funds including monitoring the award, and submitting reports including performance measures and program assessment data.

## **SECTION 2. DURATION OF AGREEMENT**

- A. This Agreement will take effect on the 1st of September 2020.
- B. This Agreement shall remain in effect through and until September 30, 2023, or until all JAG funds are expended as provided for herein, whichever date is earlier.
- C. This Agreement is subject to the Grant award. In the event the Grant application is denied and no JAG funds are awarded, then this Agreement shall automatically terminate and shall be of no force or effect.

## **SECTION 3. USE OF JAG FUNDS**

- A. Permitted Uses. JAG funds shall only be used for those activities permitted in the Grant award, including technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice for any one or more of the following purpose areas:
  - Law enforcement programs
  - Prosecution and court programs
  - Prevention and education programs
  - Corrections and community corrections programs
  - Drug treatment programs
  - Planning, evaluation, and technology improvement programs
  - Crime victim and witness programs (other than compensation)
- B. Prohibited Uses. JAG funds shall not be used, directly or indirectly, for security enhancements or equipment to nongovernmental entities not engaged in criminal justice or public safety, unless specifically certified by Bureau of Justice Assistance of the OJP. Any purchase of goods or property shall be acquired and disposed of in accordance with OJP or applicable grant guidelines.
- C. JAG funds may be expended from October 1<sup>st</sup>, 2020 through September 30, 2023. All unexpended JAG funds shall be subject to the Grant award and applicable guidelines established by OJP.

#### SECTION 4. GENERAL PROVISIONS

- A. Amendments. Amendments to this Agreement shall be effective only when reduced to writing and duly executed by parties.
- B. Governing Law. This Agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Agreement shall be brought in the General Court of Justice in the County of Durham and the State of North Carolina.
- C. Appointment of Personnel. The CITY hereby designates the City Police Chief to carry out the CITY's obligations under this Agreement. The COUNTY hereby designates the Durham County Sheriff to carry out the COUNTY's obligations under this contract.
- D. Iran Divestment Act Certification. The person entering into this contract with the City of Durham ("Contractor") certifies that, if it submitted a bid for this contract, then as of the date it submitted the successful bid, the Contractor was not on the Final Divestment List. If it did not submit a bid for this contract, the Contractor certifies that as of the date that this contract is entered into, the Contractor is not on the Final Divestment List. The List is issued by the N.C. State Treasurer to comply with G. S 143C-6A-4 of the N.C. Iran Divestment Act. This Iran Divestment Act Certification section applies only if this contract is for goods or services. The Contractor shall not utilize on this contract any subcontractor that is identified on the List.
- E. Liability. Each party to this Agreement shall be responsible for its own actions in providing services and utilizing their share of the JAG funds pursuant to this Agreement and shall not be liable for any liability that may arise from the furnishing of the services or use of JAG funds by the other party.
- F. Third Parties. Nothing in this Agreement shall be construed to allow any third party to obtain a right by virtue of this Agreement.
- G. E-Verify Compliance-County. The County represents and covenants that the County and its agents and subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). The City is relying on this E-Verify Compliance section in entering into this contract. The parties agree to this section only to the extent authorized by law. If this section is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to make this contract comply with NCGS 160A-20.1(b).
- H. E-Verify Compliance-City. As a condition of payment for funds under this agreement, City shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if City performs its duties under this agreement using a subcontractor, City shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. City shall also require any vendor with whom it contracts to acquire goods and/or services using these funds to comply with the requirements of

Article 2 of Chapter 64 of the General Statutes as well. City shall verify, by affidavit, compliance of the terms of this section upon request by the County or the Sheriff.

IN WITNESS WHEREOF, the City and County have authorized this Agreement to be executed and attested by their undersigned officers, to be effective from and after the date first written above.

ATTEST:

**COUNTY OF DURHAM**

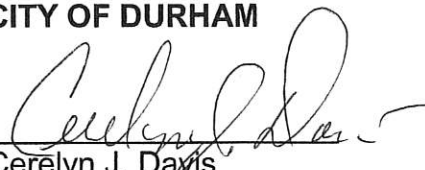
\_\_\_\_\_  
Monica W. Toomer  
Clerk to the Board

\_\_\_\_\_  
Wendell Davis  
County Manager

ATTEST:

**CITY OF DURHAM**

\_\_\_\_\_

  
\_\_\_\_\_  
Cerelyn J. Davis  
Chief of Police