

GMS Application Number: 2018-H3039-NC-DJ

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

MEMORANDUM OF UNDERSTANDING BETWEEN

THE COUNTY OF WAKE, NORTH CAROLINA

AND

THE CITY OF RALEIGH, NORTH CAROLINA

RE: 2018 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM

This Memorandum of Understanding is made and entered into this the 6 day of November, 2018, by and between the CITY OF RALEIGH, NORTH CAROLINA, (hereinafter referred to collectively as the "Fiscal Agent"), by and through its governing body, City Council and the COUNTY OF WAKE, NORTH CAROLINA (hereinafter referred to as the "Agency") acting by and through its governing body, the Board of Commissioners.

WITNESSETH

WHEREAS, it has been determined that the parties to this Memorandum of Understanding are jointly eligible to receive grant funding in the amount of \$144,584.00 from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, Justice Assistance Grant (JAG) Program (hereinafter, the "Program") to assist state, local, and tribal efforts to prevent or reduce crime and violence; and,

WHEREAS, the governing body of each party to this Memorandum of Understanding finds that the performance of this Agreement is in the best interests of both 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; and,

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; and

WHEREAS, the AGENCY and FISCAL AGENT believe it to be in their best interests to reallocate the JAG funds; and,

WHEREAS, the JAG Award of \$144,584.00 is be allocated jointly to the AGENCY and the FISCAL AGENT and that the total amount of the grant will be deposited with the FISCAL AGENT and that the allocation and disbursement of funds shall be conducted as set forth herein,

NOW, THEREFORE, THE AGENCY AND FISCAL AGENT AGREE AS FOLLOWS:

Section 1. The FISCAL AGENT agrees to pay the AGENCY \$65,063.00 of JAG funds.

Section 2. AGENCY agrees to use JAG funds (\$65,063.00) to purchase in-car cameras by September 30, 2021.

Section 3. FISCAL AGENT agrees to use \$79,521.00 for overtime pay and fringes associated with intelligence-led policing projects by September 30, 2021.

Section 4. Each party to this Memorandum of Understanding will be responsible for its own actions in providing services under this Memorandum of Understanding and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5. The parties to this Memorandum of Understanding do not intend for any third party to obtain a right by virtue of this Memorandum of Understanding.

Section 6. By entering into this Memorandum of Understanding, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Memorandum of Understanding shall not create any rights in any party not a signatory hereto.

Section 7. The parties to this Memorandum of Understanding acknowledge and agree that any and all performances and obligations set forth herein shall be contingent upon and conditioned upon approval of this Memorandum of Understanding by the governing bodies of all parties and award of funding by the Program in the amounts contemplated herein.

Section 8. NONDISCRIMINATION STATEMENT: In consideration of the signing of this Memorandum of Understanding, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Memorandum of Understanding, no matter how remote. The parties further agree, to the extent permitted by law, to conform with the provisions and intent of City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated into this Memorandum of Understanding for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as by law provided. This provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Memorandum of Understanding.

Section 9. CHOICE OF LAW/VENUE: All matters relating to this contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this agreement shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

Section 10. ALTERATION/TERMINATION: This contract may only be altered or canceled with written consent of both parties.

Section 11. E-VERIFY CERTIFICATION: Both parties shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. § 64-25 *et seq.* In addition, to the best of the parties' knowledge, any subcontractor employed by either party as part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. § 64-25 *et seq.*

This the 6 day of November, 2018.

COUNTY OF WAKE

By: [Signature] Date: 11/6/18
County Manager

ATTEST

By: Denise Hagan Date: 11/6/18
County Clerk

(Affix Seal)



This the 11th day of October, 2018.

CITY OF RALEIGH

By: Marshall Adams Dand Date: 10/11/18
Asst. City Manager

ATTEST

By: Cassidy Prichard Date: 10/11/18
Assistant City Clerk

(Affix Seal)



THIS INSTRUMENT APPROVED AS TO FORM

Cheryl Johnson Paralegal
FOR CITY ATTORNEY

ENCUMBERED

PROVISIONS FOR THE PAYMENT OF THE MONEYS
TO FALL DUE UNDER THIS AGREEMENT HAVE BEEN
MADE BY AN APPROPRIATION DULY MADE OR BY
BONDS OR NOTES DULY AUTHORIZED AS RE
QUIRED BY THE LOCAL GOVERNMENT ACT

Mischa Freystaetter

CITY ACCOUNTANT

10/10/2018

DATE

CODE _____ N/A _____

\$ _____ 0 _____

Revenue to be received.