

GMS APPLICATION NUMBER

STATE OF NORTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF CUMBERLAND

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF FAYETTEVILLE, NC AND COUNTY OF CUMBERLAND,
NC

2022 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 19 day of September 2022, by and through its governing body, the Cumberland County Board of Commissioners, hereinafter referred to as COUNTY, and the CITY of FAYETTEVILLE, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Cumberland County, State of North Carolina:

Witnesseth:

WHEREAS, this Agreement is made under the authority of Sections 153A-14 and 160A-17.1 of the North Carolina General Statutes: 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, each governing body finds that the performance of this Agreement is in the best interest 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, the COUNTY agrees to serve as the fiscal agent and will file a single joint application for the FY 2022 JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

The COUNTY agrees to provide the CITY its *pro tanto* allocation of the 2022 total funding of Two Hundred Thirteen Thousand, Seven Hundred Twenty Dollars (\$213,720), such allocation being One Hundred Six Thousand, Eight Hundred Sixty Dollars (\$106,860) as computed by the US Department of Justice, with the allocated and the COUNTY shall retain and use the funding amount of One Hundred Six Thousand, Eight Hundred Sixty Dollars (\$106,860).

Section 2.

The COUNTY, acting as fiscal agent, will not request funding to cover administrative costs. The COUNTY, acting as fiscal agent, will submit quarterly programmatic and financial reports to the US Department of Justice. The CITY agrees to forward pertinent data regarding the CITY'S program initiatives related to the grant award to assist the COUNTY in completing the aforementioned reports.

Section 3.

The COUNTY intends to use its share for communications and the CITY intends to use its share for equipment and supplies.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims brought against the CITY or the COUNTY, respectively, jointly or severally.

Section 5.

Nothing in the performance of this Agreement shall impose any liability for claims brought against the COUNTY or the CITY, respectively, jointly or severally.

Section 6.

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 7.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8.

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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This Memorandum of Understanding is intended to give effect to the prior agreement of the parties and to make this further understanding effective October 1, 2021, and to expire upon the 30th day of September, 2025.

City of Fayetteville

City Manager

ATTEST:

City Clerk | Deputy City Clerk



Approved for Legal Sufficiency:

Attorney, City of Fayetteville

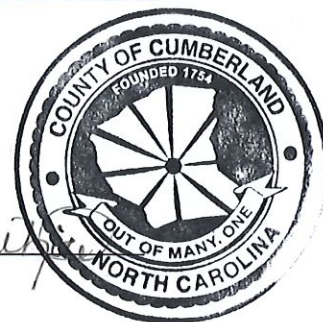
Michael Whyte
Police Attorney

County of Cumberland

County Manager

ATTEST:

Clerk to the Board



Approved for Legal Sufficiency:

Cumberland County Attorney

This instrument has been pre-audited in the manner required by the local government budget and fiscal control act.

County Finance Director

Contract # _____

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Justice Assistance Grant Program FY 2022 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2022 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.



Signature of Chief Executive of the Applicant Unit of
Local Government

Glenn Adams

Printed Name of Chief Executive

County of Cumberland, NC

Name of Applicant Unit of Local Government



Date of Certification

Chair, Board of Commissioners

Title of Chief Executive