

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**

2023 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 10 day of 5 2023, 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 2023 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 2023 total funding of Two Hundred Thirty Nine, Eight Hundred Twenty Four Dollars (\$239,824), such allocation being One Hundred Nineteen Thousand, Nine Hundred Twelve Dollars (\$119,912) as computed by the US Department of Justice, with the allocated and the COUNTY shall retain and use the funding amount of One Hundred Nineteen Thousand, Nine Hundred Twelve Dollars (\$119,912).

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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, 2023, and to expire upon the 30th day of September, 2028.

Douglas J. Henlett
City of Fayetteville

Douglas J. Henlett
City Manager

Clarena Brier
County of Cumberland

Clarena Brier
County Manager

ATTEST:

Parola J. [Signature]
City Clerk | Deputy City Clerk



ATTEST:

Andrea [Signature]
Clerk to the Board



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

Kimberly [Signature]
City Finance Director

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

County Finance Director

Approved for Legal Sufficiency:

Attorney, City of Fayetteville

Approved for Legal Sufficiency:

Cumberland County Attorney

Contract #