

Vance County Board of Commissioners
Vance County Administration Building
122 Young Street, Suite B
Henderson, NC 27536



Robert M. Murphy
Interim County Manager

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Kelly H. Grissom
Clerk to Board

Telephone 252-738-2001

MEMORANDUM

To: Deborah F. Brown
Dan Brummitt
Terry E. Garrison
Thomas S. Hester, Jr.
Gordon Wilder
Eddie L. Wright

From: Kelly H. Grissom, Clerk to the Board *KG*

Date: June 16, 2015

Re: **Special Called Meeting**

This memorandum will serve as notice that Chairman Archie B. Taylor, Jr. has called a special meeting for Friday, June 19 at 9:00 a.m. in the Commissioners' Conference Room, Vance County Administration Building, 122 Young Street, Henderson, NC. The purpose of the special meeting is to:

1. Approve Justice Assistance Grant.
2. Enter into closed session to discuss a personnel matter.
3. Other items as necessary.

c: Chairman Archie B. Taylor, Jr.

Justice Assistance Grant. Each year the Vance County Sheriff's Office and the Henderson Police Department jointly receive federal funds from the Edward Byrne Memorial Justice Assistance Grant Program (JAG) to purchase equipment. The City submits the application and conducts the required due diligence. The distribution of funds is 60% City (\$9,596.40) and 40% County (\$6,397.60). The two governing bodies must enter into a Memorandum of Understanding (Inter-local Agreement) in order to receive and utilize the federal funds. **Recommendation:** Approve the Inter-local Agreement between the City and County for the purpose of receiving and using federal JAG funds in the amount of \$6,397.60.

The State of North Carolina

County of Vance

KNOW BY ALL THESE PRESENT

**INTER-LOCAL AGREEMENT BETWEEN THE CITY OF HENDERSON, NORTH
CAROLINA AND THE COUNTY OF VANCE, NORTH CAROLINA**

**REGARDING GMS APPLICATION NUMBER 2015-H2331-NC-DJ BJA FY 15
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM: LOCAL
SOLICITATION FORMULA PROGRAM AWARD**

THIS AGREEMENT is made and entered into this the ____ day of _____, 2015 by and between the County of Vance, acting by and through its governing body, the Board of Commissioners, hereinafter referred to as COUNTY, and the City of Henderson, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Vance County, State of North Carolina, wittneseth:

WHEREAS, this agreement is made under the authority of the City of Henderson and Vance County to enter into cooperative agreements; and

WHEREAS, each governing body, in performing the 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 CITY agrees to provide the COUNTY \$6,397.60 for the Vance County Sheriff's Office from JAG award total of \$15,994.00; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the CITY AND COUNTY AGREE AS FOLLOWS:

SECTION 1: CITY agrees to pay COUNTY a total of \$6,397.60 of JAG funds.

SECTION 2: COUNTY agrees to use \$6,397.60 for the Vance County Sheriff's Office until September 30, 2016 or until such funds are expended.

SECTION 3: Nothing in the performance of this Agreement shall impose any Liability for claims against COUNTY other than claims for which the Tort Laws of the State of North Carolina may impose liability.

SECTION 4: Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which the Tort Laws of the State of North Carolina may impose liability.

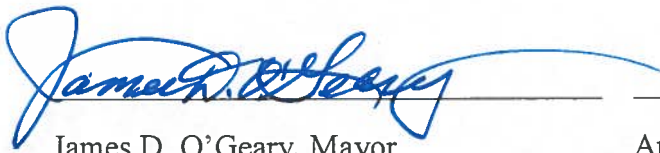
SECTION 5: Each party to the agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any city liability that may arise from the furnishing of the services by the other party.

SECTION 6: The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

SECTION 7: 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.

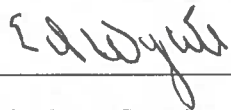
CITY OF HENDERSON, North Carolina

COUNTY OF VANCE, North Carolina



James D. O'Geary, Mayor

Archie B. Taylor, Jr., Chairman

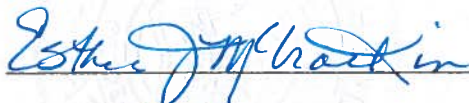


Ed Wyatt, Interim City Manager

Robert Murphy, Interim County Manager

ATTEST:

ATTEST:



Esther McCracken, City Clerk
McCRACKEN

Kelly H. Grissom, County Clerk

Approved as to Legal Form:

Approved as to Legal Form:



City Attorney

County Attorney