



**BJA AWARD NUMBER 15PBJA-21-GG-01658-JAGX**

**THE STATE OF NORTH CAROLINA**

**COUNTY OF ROWAN**

**INTERLOCAL AGREEMENT**  
**BETWEEN**  
**THE CITY OF SALISBURY, NORTH CAROLINA,**  
**AND**  
**ROWAN COUNTY, NORTH CAROLINA**

**2021 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Salisbury, a North Carolina municipal corporation (the "City") and the County of Rowan, a North Carolina body politic and corporate (the "County") (collectively, the "Parties").

For and in consideration of the mutual promises contained herein, the Parties agree as follows:

**1. Acknowledgments.**

- a. This Agreement is made under the authority of Article 20 of Chapter 160A of the North Carolina General Statutes.
- b. The City has received a JAG Award in the amount of \$34,022.00. The City desires to share a portion of that funding with the County for the purpose of providing additional personnel, equipment, supplies, contractual support, training, technical assistance, and informational systems for criminal justice, or for any other purpose allowed by the terms of the JAG Award.
- c. The Parties, 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 each Party.
- d. The Parties find 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.
- e. The City agrees to pay the County \$11,194.00 from the JAG Award for the Grant Program.
- f. The Parties find that it is in their best interests to reallocate the JAG funds as outlined herein.

**2. Term and termination.** The term of this Agreement shall begin on the date of execution and shall terminate without further action by either Party on September 30, 2024.

**3. Payment.** The City agrees to pay to the County the sum of Eleven Thousand One Hundred Ninety-Four and 00/100 Dollars (\$11,194.00) from the City's portion of the JAG funds (the "County Award").

**4. Use of funds.** The County agrees to use County Award for those purposes outlined in Section 1.a. of this Agreement until the termination of this Agreement.

5. Liability. This Agreement shall not create liability for either Party based on the County's use of the Grant funds. Each Party shall 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 payment of grant funds pursuant to this Agreement.
6. No third party rights. The Agreement shall not create any rights for any individual or entity that is not a party to this Agreement.
7. Monitoring and Auditing. The Parties shall cooperate with one another, or with any other person or agency as directed by the other Party, in monitoring, auditing, or investigating activities related to this Agreement. The County shall permit the City to evaluate all activities conducted under this Agreement as dictated by the City. The Parties shall provide auditors retained by either Party with access to any records and files related to the provision of services under this Agreement.
8. No assignment. Provider shall not assign, subcontract, or otherwise transfer any interest in this Agreement without the prior written approval of the City.
9. Amendments in writing. This Agreement may be amended only in writing and signed by both parties.
10. Governing law. North Carolina law will govern the interpretation and construction of the Agreement.
11. Entire agreement. This Agreement, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Agreement, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Agreement supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Agreement. To the extent there may be any conflict between the four corners of this Agreement and other documents incorporated by reference herein, the terms of this Agreement will control.
12. Severability. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.
13. Counterparts and execution. This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Agreement will have the same validity and force as an "original."
14. Authority to Enter Agreement. The person(s) executing this Agreement on behalf of Provider have authority to do so as an official, binding act of Provider.

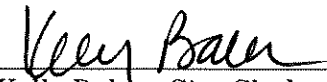
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first indicated above.

**CITY OF SALISBURY**



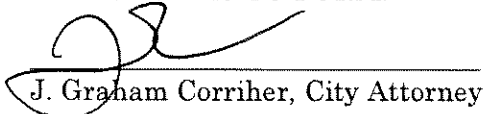
Brian Hiatt, Interim City Manager

ATTEST:



Kelly Baker, City Clerk

APPROVED AS TO FORM:



J. Graham Corriher, City Attorney

**COUNTY OF ROWAN**

\_\_\_\_\_  
Aaron Church, County Manager

ATTEST:

\_\_\_\_\_  
Carolyn Barger, County Clerk

\_\_\_\_\_  
John W. Dees, II, County Attorney