THE STATE of North Carolina

COUNTY of Buncombe

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF ASHEVILLE, NC AND THE COUNTY OF BUNCOMBE, NC

2025 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM: LOCAL SOLICITATION

THIS AGREEMENT made and entered into this 25th day of August 2026, by and between the City of Asheville, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter referred to as "CITY"), and the County of Buncombe, a body politic and corporate, organized and existing under the laws of the State of North Carolina (hereinafter referred to as "COUNTY").

WHEREAS, the JAG Program provides Federal funding for law enforcement operations;

WHEREAS, the Grant apportions grant funding between CITY and COUNTY law enforcement operations based on a Federal distribution formula; and

WHEREAS, CITY and COUNTY find receiving the grant under the terms 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 each party for the services or functions under this agreement.

NOW THEREFORE, the CITY and COUNTY agree as follows:

Section 1. CITY agrees to pay COUNTY a total of $13,845.00 of JAG funds. COUNTY agrees to use $13,845.00 for the purchase of new camera equipment, existing equipment conversions, external flashes and new infrared equipment.

Section 2. Nothing in the performance of this agreement shall impose any liability for claims against the CITY or COUNTY. Nor does anything in this agreement waive either party's use of the defense of governmental immunity.

Section 3. 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 4. The parties to this agreement do not intend for any third party to obtain a right by virtue of this agreement.

Section 5. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein.

Section 6. CITY will be the administrating agent of this Grant. CITY will not charge the COUNTY a fee for administering the grant. COUNTY agrees to provide CITY all documentation necessary to demonstrate how the grant funds have been used and assist in the preparation of any audit if necessary.

CITY OF ASHEVILLE, NC

City Manager

COUNTY OF BUNCOMBE, NC

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County Manager