

**INTERLOCAL AGREEMENT FOR
ONSLow COUNTY USE OF CITY OF JACKSONVILLE
NARTEST TECHNOLOGIES SYSTEM**

THIS AGREEMENT entered into this 11th day of November, 2006 by and between the City of Jacksonville, Onslow County, North Carolina, a governmental agency, hereinafter referred to as "City" and County of Onslow, North Carolina, a governmental agency, hereinafter referred to as "County";

Whereas, the City intends to purchase a NarTest Technologies System, hereinafter referred to as "Nartest" for the purpose of analyzing illicit drugs, said purchase price to be \$30,000 and

Whereas, the County desires to use Nartest for the analyzing of illicit drugs seized in County arrests; and

Whereas, the City and County have each determined that it would be mutually advantageous for the County to be able to use Nartest in accordance with the hereinafter set forth agreement; and

Whereas, the City and County are authorized to enter into interlocal agreements by N.C. G. S. 160A-274(b) and N.C. G. S. 153_____;

NOW THEREFORE, for and in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the City and County agree as follows:

1. County will pay to the City the sum of \$15,000 and other consideration as hereinafter set out for the privilege of using NarTest in analyzing illicit drugs seized in County arrests.
2. County and City will work together to get the District and Superior Court judges to order to be made payable to the City of Jacksonville in accordance with N.C.G.S. 7A-304 (a)(8) the sum of \$300 upon each city and county defendant's conviction of a drug offense in which the NarTest was used for said analysis in order to defer costs in operating said NarTest. Any such revenue received within each fiscal year will be applied first to reduce expenditures of the NarTest program.
3. At the end of each fiscal year the county will reimburse the city 1/2 of all the expenses of the NarTest program not covered by revenue described in item 2 above. Examples of expenses related to the NarTest program are the \$8,000 maintenance fee on said NarTest unit and the additional expenses incurred in operating said machine to test city and county illicit drugs, e.g. test supplies.

CERTIFICATE OF COUNTY ATTORNEY

I, the undersigned, Ron von Lemke the duly authorized and acting legal representative of Onslow County, do hereby certify as follows:

I have examined the attached **AGREEMENT** for **Nartest Technologies System** the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to executed said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legal binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

[Signature]

11/21/06

Date

APPROVAL BY COUNTY FINANCE OFFICER

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

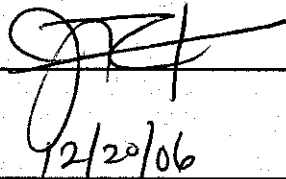
Account # 10-4314-9950 _____
Project Number _____ Signature [Signature]
Dollar Amount of Agreement \$ 15,000

Date 11-21-06

CERTIFICATE OF CITY ATTORNEY

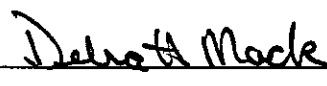
I, the undersigned, John T. Carter, Jr., the duly authorized and acting legal representative of the City of Jacksonville, do hereby certify as follows:

I have examined the attached **AGREEMENT** for Nartest Technologies System the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to executed said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legal binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.


Date 12/20/06

APPROVAL BY CITY FINANCE OFFICER

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Account # 225-0000-343-5101 
Project Number P00503 Signature
Dollar Amount of Agreement \$15,000 contribution purchase price
plus ongoing expenses less Date 12/20/06
revenues received.

Court Ordered Payment Receipts
101-0000-343-5102
101-0000-343-5103
Ongoing County Contribution
101-0000-343-5101

4. County will provide personnel who are properly trained in the operation of said NarTest to analyze County illicit drug seizures and will coordinate with the City of Jacksonville Police Chief or his designee to coordinate a schedule for said analysis.

5. Either party shall have the right to terminate this agreement upon 90 days written notice, with or without cause. No funds paid to the City of Jacksonville shall be reimbursable, and there shall be a pro-ration of costs between both parties up to and including the day of termination.

IN TESTIMONY WHEREOF, this Agreement has been executed in duplicate by the City Of Jacksonville and County of Onslow by the designated officials or by authority duly given by the respective boards of the governmental agencies at their regular meetings.



Attest: Carmen K. Miracle
Carmen K. Miracle, City Clerk

THE CITY OF JACKSONVILLE

By: Jan B. Slagle
Jan B. Slagle, Mayor

COUNTY OF ONSLOW

By: Delma Collins
Delma Collins, Chairman

Attest: Beth Purcell
Beth Purcell, County Clerk

**INTERLOCAL AGREEMENT FOR
ONSLow COUNTY USE OF CITY OF JACKSONVILLE
NARTEST TECHNOLOGIES SYSTEM**

THIS AGREEMENT entered into this 11th day of November, 2006 by and between the City of Jacksonville, Onslow County, North Carolina, a governmental agency, hereinafter referred to as "City" and County of Onslow, North Carolina, a governmental agency, hereinafter referred to as "County";

Whereas, the City intends to purchase a NarTest Technologies System, hereinafter referred to as "Nartest" for the purpose of analyzing illicit drugs, said purchase price to be \$30,000 and

Whereas, the County desires to use Nartest for the analyzing of illicit drugs seized in County arrests; and

Whereas, the City and County have each determined that it would be mutually advantageous for the County to be able to use Nartest in accordance with the hereinafter set forth agreement; and

Whereas, the City and County are authorized to enter into interlocal agreements by N.C. G. S. 160A-274(b) and N.C. G. S. 153 _____;

NOW THEREFORE, for and in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the City and County agree as follows:

1. County will pay to the City the sum of \$15,000 and other consideration as hereinafter set out for the privilege of using NarTest in analyzing illicit drugs seized in County arrests.
2. County and City will work together to get the District and Superior Court judges to order to be made payable to the City of Jacksonville in accordance with N.C.G.S. 7A-304 (a)(8) the sum of \$300 upon each city and county defendant's conviction of a drug offense in which the NarTest was used for said analysis in order to defer costs in operating said NarTest. Any such revenue received within each fiscal year will be applied first to reduce expenditures of the NarTest program.
3. At the end of each fiscal year the county will reimburse the city ½ of all the expenses of the NarTest program not covered by revenue described in item 2 above. Examples of expenses related to the NarTest program are the \$8,000 maintenance fee on said NarTest unit and the additional expenses incurred in operating said machine to test city and county illicit drugs, e.g. test supplies.

CERTIFICATE OF COUNTY ATTORNEY

I, the undersigned, Ron von Lembe the duly authorized and acting legal representative of Onslow County, do hereby certify as follows:

I have examined the attached **AGREEMENT** for **Nartest Technologies System** the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to executed said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legal binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

[Signature]
Date 11/21/06

APPROVAL BY COUNTY FINANCE OFFICER

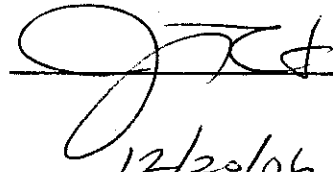
This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Account # 10-4310-9950 [Signature]
Project Number _____ Signature
Dollar Amount of Agreement \$ 15,000 11-21-06
Date

CERTIFICATE OF CITY ATTORNEY

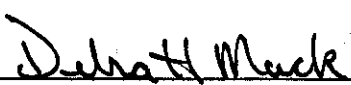
I, the undersigned, John T Carter Jr, the duly authorized and acting legal representative of the City of Jacksonville, do hereby certify as follows:

I have examined the attached **AGREEMENT** for **Nartest Technologies System** the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to executed said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legal binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.


Date 12/20/06

APPROVAL BY CITY FINANCE OFFICER

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Account # 225-0000-343-5101
- - -
Project Number PO0503 Signature 

Dollar Amount of Agreement \$15,000 contribution purchase price
plus ongoing expenses less
revenues received Date 12/20/06

Court Ordered Payment Receipts
101-0000-343-5102
101-0000-343-5103
County Ongoing Contribution
101-0000-343-5101

4. County will provide personnel who are properly trained in the operation of said NarTest to analyze County illicit drug seizures and will coordinate with the City of Jacksonville Police Chief or his designee to coordinate a schedule for said analysis.

5. Either party shall have the right to terminate this agreement upon 90 days written notice, with or without cause. No funds paid to the City of Jacksonville shall be reimbursable, and there shall be a pro-ration of costs between both parties up to and including the day of termination.

IN TESTIMONY WHEREOF, this Agreement has been executed in duplicate by the City Of Jacksonville and County of Onslow by the designated officials or by authority duly given by the prospective boards of the governmental agencies at their regular meetings.



Attest: Carmen K. Miracle
Carmen K. Miracle, City Clerk

THE CITY OF JACKSONVILLE

By: Jan B. Slagle
Jan B. Slagle, Mayor

COUNTY OF ONSLOW

By: Delma Collins
Delma Collins, Chairman

Attest: Beth M. Purcell
Beth Purcell, County Clerk

