

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: JUNE 22, 2015

AGENDA ITEM NUMBER: 11-A&B

### SUBJECT:

- A. RESOLUTION AUTHORIZING EXECUTION OF NECESSARY DOCUMENTS TO APPLY FOR AND RECEIVE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, FY 2015 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FUNDS (FORSYTH COUNTY SHERIFF'S OFFICE)
- B. RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE CITY OF WINSTON-SALEM REGARDING THE SHARED USE OF FY 2015 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) (LOCAL SOLICITATION) FUNDS (FORSYTH COUNTY SHERIFF'S OFFICE)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

### SUMMARY OF INFORMATION:

The Forsyth County Sheriff's Office and the Winston-Salem Police Department have been allocated FY 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) funds from the U.S. Department of Justice, Bureau of Justice Assistance in the amount of \$155,272. These resolutions authorize execution of necessary documents to apply for and receive the grant funds, and also authorize the execution of an Interlocal Agreement between Forsyth County and the City of Winston-Salem regarding the sharing of the grant funds.

It has been agreed that the grant funds will be shared as follows:

AGENCY	AMOUNT
Forsyth County Sheriff's Office	\$77,636
Winston-Salem Police Department	\$77,636
	\$155,272

The County will use \$77,636 to purchase body-worn digital cameras for deputies, which will supplement its existing in-car cameras. The City's portion is also \$77,636, which will be used for the purchase of evidence drying cabinets, bomb suit replacement, a pole camera and four-speed display signs.

No local matching funds are required.

ATTACHMENTS:  YES  NO

SIGNATURE: J. Audrey Watts, Jr. /akh

COUNTY MANAGER

DATE: June 13, 2015

**RESOLUTION AUTHORIZING EXECUTION OF  
NECESSARY DOCUMENTS TO APPLY FOR AND RECEIVE  
U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE,  
FY 2015 EDWARD BYRNE MEMORIAL  
JUSTICE ASSISTANCE GRANT (JAG) FUNDS  
(FORSYTH COUNTY SHERIFF'S OFFICE)**

**BE IT RESOLVED** that the Forsyth County Board of Commissioners hereby authorizes the Chairman or County Manager and the Clerk to the Board to execute the necessary documents, on behalf of Forsyth County, to apply for and receive U.S. Department of Justice, Bureau of Justice Assistance, FY 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) funds in the amount of \$155,272, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney; and further subject to compliance with the applicable bidding laws.

Adopted this 22<sup>nd</sup> day of June 2015.

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN  
INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE CITY  
OF WINSTON-SALEM REGARDING THE SHARED USE OF FY 2015  
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)  
(LOCAL SOLICITATION) FUNDS  
(FORSYTH COUNTY SHERIFF'S OFFICE)**

**BE IT RESOLVED** by the Forsyth County Board of Commissioners that the attached interlocal agreement between Forsyth County and the City of Winston-Salem regarding the shared use of U.S. Department of Justice, Bureau of Justice Assistance, FY 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) (Local Solicitation) Program Funds in the amount of \$155,272 is hereby ratified as required by N.C.G.S. 160A-461, and the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute the attached interlocal agreement, on behalf of Forsyth County, subject to a pre-audit certificate thereon by the County Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney. The original contract is incorporated herein by reference.

**BE IT FURTHER RESOLVED** that this resolution ratifying interlocal cooperation between Forsyth County and the City of Winston-Salem is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this the 22<sup>nd</sup> day of June 2015.

**THE STATE OF NORTH CAROLINA  
CITY OF WINSTON-SALEM**

**INTERLOCAL AGREEMENT**

**BETWEEN THE COUNTY OF FORSYTH, NORTH CAROLINA AND  
THE CITY OF WINSTON-SALEM, NORTH CAROLINA**

**EDWARD BYRNE MEMORIAL  
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM**

This Agreement is made and entered into this 1st day of July 2015 by and between the CITY OF WINSTON-SALEM, hereinafter referred to as CITY, acting by and through its governing body, the City Council, and the COUNTY OF FORSYTH, acting by and through its governing body, the Board of Commissioners, hereinafter referred to as COUNTY, all of FORSYTH COUNTY, State of North Carolina.

**WITNESSETH:**

**WHEREAS**, this Agreement is made under the Authority of N.C.G.S. § ~ 160A-460, et. Seq.;

**WHEREAS**, the CITY and COUNTY are eligible to share ONE HUNDRED FIFTY-FIVE THOUSAND TWO HUNDRED SEVENTY-TWO DOLLARS AND 00/100 (\$155,272) in funds available under the Edward Byrne Memorial Justice Assistance Grant Program (hereinafter "JAG"); and

**WHEREAS**, the parties wish to agree to and to document their respective use(s) of the funds if the funds are awarded in the total amount of \$155,272; and

**WHEREAS**, the parties are entitled to share interest which is earned on the grant funds until the complete expenditure of all grant funds in the same manner and similarly wish to agree to and to document their respective use(s) of said interest.

**NOW THEREFORE**, the CITY and the COUNTY agree as follows:

1. If the CITY receives the JAG award in the total amount of \$155,272, the parties agree to the following uses of said award:
  - a. The CITY will use \$77,636 to purchase evidence drying cabinets, bomb suit replacement, a pole camera, and four-speed display signs.
  - b. The COUNTY will use \$77,636 to purchase body-worn digital cameras for deputies, which will supplement its existing in-car cameras.
  - c. The CITY agrees to reimburse the COUNTY \$77,636 for the purchase of body-worn digital cameras.

2. The COUNTY agrees to use earned interest on the COUNTY's allocation of said grant funds solely as approved by the Department of Justice, Bureau of Justice Assistance, after first complying with the applicable bidding laws and the CITY agrees to use all earned interest on the CITY's allocation of said grant funds solely as approved by the Department of Justice, Bureau of Justice Assistance, after first complying with the applicable bidding laws.
3. All purchases will be made after first complying with all applicable bidding laws.
4. The COUNTY agrees to submit an official invoice for reimbursement with copies of all supporting documentation to include, but not limited to, purchase orders, vendor invoices, and/or payroll documentation for all JAG allowable expenditures within 30 days after payment has been made by the COUNTY.
5. The COUNTY agrees to submit a progress report as required by the JAG award to the Winston-Salem Police Department within 5 days after the end of each calendar quarter until each unit of government has fully implemented its project or until the grant expires, the first being due on or before January 5, 2016. The reporting schedule is as follows:

Quarter	FY2016	FY 2017	FY2018	FY2019	FY 2020
Jul – Sep		9/5/2016	9/5/2017	9/5/2018	9/5/2019
Oct – Dec	1/5/2016	1/5/2017	1/5/2018	1/5/2019	
Jan – Mar	4/5/2016	4/5/2017	4/5/2018	4/5/2019	
Apr – Jun	7/5/2016	7/5/2017	7/5/2018	7/5/2019	

6. Duration. This Agreement shall remain in full force and effect up to and including September 30, 2019.
7. Joint agency; real property. By this Agreement no joint agency is established and no real property is involved in the undertaking.
8. Personnel. Each party to this Agreement shall be responsible for appointing its own personnel to implement and administer the funds which each receive under this program.
9. Liability. To the extent required by law, each party to this Agreement will be responsible for its own actions under this Agreement and shall not be liable to the other party for any civil liability that may arise hereunder.
10. Method of Financing. No financing will be needed for this undertaking. Each party shall be responsible for its own cost.
11. Entire Agreement; Amendment or Termination. This Agreement is the entire Agreement between the parties hereto as to the subject matter herein. This Agreement may be amended or terminated by written Agreement of both parties.

12. Authority to Contract. Each party hereto represents and warrants that it has the legal authority, by ordinance or otherwise, to enter into this Agreement and to bind itself to its terms, and that its governing board has approved this Agreement or will ratify this Agreement as required pursuant to N.C.G.S § ~160A-461.
13. Assignment. This Agreement may not be assigned by either party, nor shall the performance of any duties under this Agreement be delegable by either party, without the prior written consent of all parties. This Agreement shall not be assignable by operation of law.
14. Governing Law. This Agreement shall be governed by, and construed according to the laws of the State of North Carolina.

*This Agreement has been ratified by resolution, and spread upon the minutes of the Forsyth County Board of Commissioners and the Winston-Salem City Council.*

**CITY OF WINSTON-SALEM, NORTH CAROLINA**

\_\_\_\_\_  
*Lee D. Garrity, City Manager*

\_\_\_\_\_  
*Date*

**ATTEST:**

\_\_\_\_\_  
*Renee Phillips, City Secretary*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Barry D. Rountree, Police Chief*

\_\_\_\_\_  
*Date*

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
*Angela I. Carmon, City Attorney*

\_\_\_\_\_  
*Date*

*THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT AND FISCAL CONTROL ACT*

\_\_\_\_\_  
*Lisa Saunders*  
*Chief Financial Officer*  
*City of Winston-Salem*

\_\_\_\_\_  
*Date*

*This Agreement has been ratified by resolution, and spread upon the minutes of the Forsyth County Board of Commissioner and the Winston-Salem City Council.*

**COUNTY OF FORSYTH, NORTH CAROLINA**

\_\_\_\_\_  
*J. Dudley Watts, Jr., County Manager*

\_\_\_\_\_  
*Date*

**ATTEST:**

\_\_\_\_\_  
*Carla Holt, Clerk to the Board of Commissioners*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*William T. Schatzman, Sheriff*

\_\_\_\_\_  
*Date*

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
*Davida W. Martin, County Attorney*

\_\_\_\_\_  
*Date*