

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: JUNE 27, 2013

AGENDA ITEM NUMBER: 8-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 2013 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 2013 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 grant funds from the U.S. Department of Justice, Bureau of Justice Assistance in the amount of \$169,640. A grant application must be submitted prior to July 7<sup>th</sup> in order to receive the allocated funds. An interlocal agreement that outlines the sharing of grant funds between the County of Forsyth and the City of Winston-Salem is required at the time of application for funds.

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

AGENCY	AMOUNT
Forsyth County Sheriff's Office	84,820
Winston-Salem Police Department	84,820
	169,640

The CITY will use \$84,820 to purchase an F6 ANDROS ROBOT (\$50,000), 3 SPEED MATS (\$6,000) and 83 IN-CAR PRINTERS (\$28,820). The COUNTY will use \$84,820 to purchase sixty FLEX AXON CAMERA SYSTEMS.

ATTACHMENTS:



YES



NO

SIGNATURE:

  
COUNTY MANAGER

DATE:

June 27, 2013

**RESOLUTION AUTHORIZING EXECUTION OF  
NECESSARY DOCUMENTS TO APPLY FOR AND RECEIVE  
U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE,  
FY 2013 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 2013 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FUNDS in the amount of \$169,640, subject to a pre-audit certificate thereon by the 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 27<sup>th</sup> day of June 2013.

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN  
INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE CITY OF WINSTON-  
SALEM REGARDING THE SHARED USE OF FY 2013 EDWARD BYRNE MEMORIAL JUSTICE  
ASSISTANCE GRANT (JAG) (LOCAL SOLICITATION) FUNDS  
(FORSYTH COUNTY SHERIFF'S OFFICE)**

**BE IT RESOLVED** by the Board of Commissioners of Forsyth County 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 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) (Local Solicitation) Program Funds in the amount of One Hundred Sixty Nine Thousand Six Hundred Forty AND 00/100 dollars (\$169,640) 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 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 Board of Commissioners of Forsyth County.

Adopted this the 27th day of June, 2013.

THE STATE OF NORTH CAROLINA  
COUNTY OF FORSYTH

**INTERLOCAL AGREEMENT**

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

**EDWARD BYRNE MEMORIAL  
2013 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM**

This Agreement is made and entered into this 24th day of June, 2013 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 Sixty Nine Thousand Six Hundred Forty AND 00/100 dollars (\$169,640) 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 \$169,640; 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 COUNTY receives the JAG award in the total amount of \$169,640, the parties agree to the following uses of said award:
  - a. The CITY will use \$84,820 to purchase an F6 Andros Robot (\$50,000), 3 SPEED MATS (\$6,000) and 83 IN-CAR PRINTERS (\$28,820).
  - b. The COUNTY will use \$84,820 to purchase sixty FLEX AXON CAMERA SYSTEMS.

2. The CITY agrees to use 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 and the COUNTY agrees to use all 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.
3. All purchases will be made after first complying with all applicable bidding laws.
4. The CITY 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 CITY.
5. The CITY agrees to submit a progress report as required by the JAG award to the FORSYTH COUNTY SHERIFF'S OFFICE via email at [grants@fcso.us](mailto:grants@fcso.us) 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, 2013. The reporting schedule is as follows:

Quarter	FY2014	FY 2015	FY2016	FY2017
Jul – Sep		10/5/2014	10/5/2015	10/5/2016
Oct – Dec	1/5/2014	1/5/2015	1/5/2016	
Jan – Mar	4/5/2014	4/5/2015	4/5/2016	
Apr – Jun	7/5/2014	7/5/2015	7/5/2016	

6. Duration. This Agreement shall remain in full force and effect through and including December 29, 2016 (which date is ninety days beyond the end date of the grant period so to allow for payment, in accordance with the terms of the grant, of any grant funds encumbered prior to the end date of the grant period), or through and including the end date of any extension of time granted by the Bureau of Justice Assistance, whichever is later; provided, however, that any request to the Bureau of Justice Assistance for any extension of time under the grant must be submitted in a writing signed by both parties.
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.

[SIGNATURES ON NEXT PAGES]

*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*

\_\_\_\_\_  
*Scott A. Cunningham, 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**

\_\_\_\_\_  
*Ann G. Jones, Director  
Budget and Evaluation Department  
City of Winston-Salem*

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

