

**FORSYTH COUNTY
BOARD OF COMMISSIONERS****DRAFT**MEETING DATE: SEPTEMBER 12, 2019AGENDA ITEM NUMBER: 16**SUBJECT:**

- A. RESOLUTION AUTHORIZING EXECUTION OF NECESSARY DOCUMENTS TO APPLY FOR AND RECEIVE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, FY 2019 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FUNDS**
- 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 2019 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) (LOCAL SOLICITATION) FUNDS
(FORSYTH COUNTY SHERIFF'S OFFICE)**

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:**SUMMARY OF INFORMATION:**

The Forsyth County Sheriff's Office and the Winston-Salem Police Department have been allocated FY 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) funds from the U.S. Department of Justice, Bureau of Justice Assistance in the amount of \$187,021.

The attached 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 | \$93,510.50 |
| Winston-Salem Police Department | \$93,510.50 |
| | \$187,021.00 |

The Forsyth County Sheriff's Office will use its portion (\$93,510.50) of 2019 Justice Assistance Grant funding on real-time crime intelligence surveillance equipment (\$90,705.18) and the 3% shall be set-aside as required for NIBRS compliance (\$2,805.32). The City proposes to use each share of grant funds for a pole camera for surveillance, replacement bomb suit, speed alert radar message signs, back-up storage for the Computer-Aided Dispatch System, thermal imaging monocular, all together totaling \$90,705.18, plus the 3% shall be set-aside as required for NIBRS compliance (\$2,805.32). Grant scope modifications will be conducted as per Department of Justice/Bureau of Justice Assistance policies, guidelines and procedures.

No local matching funds are required. The application deadline was August 23, 2019. The funding solicitation were only announced July 26, 2019.

ATTACHMENTS: YES NO

SIGNATURE: _____ DATE: _____

COUNTY MANAGER

**RESOLUTION AUTHORIZING EXECUTION OF
NECESSARY DOCUMENTS TO APPLY FOR AND RECEIVE
U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE,
2019 EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT (JAG) FUNDS
(FORSYTH COUNTY SHERIFF'S OFFICE)**

WHEREAS the Forsyth County Sheriff's Office and the Winston-Salem Police Department have been allocated FY 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) funds from the U.S. Department of Justice, Bureau of Justice Assistance in the amount of \$187,021; and

WHEREAS the attached 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;

NOW, THEREFORE, 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, 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) funds in the amount of \$187,021, 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 the 12th day of September 2019.

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN
INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE
CITY OF WINSTON-SALEM REGARDING THE SHARED USE OF FY 2019
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
(LOCAL SOLICITATION) FUNDS
(FORSYTH COUNTY SHERIFF'S OFFICE)**

WHEREAS the Forsyth County Sheriff's Office and the Winston-Salem Police Department have been allocated FY 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) funds from the U.S. Department of Justice, Bureau of Justice Assistance in the amount of \$187,021; and

WHEREAS the attached 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;

NOW, THEREFORE, 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 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) (Local Solicitation) Program Funds in the amount of \$187,021 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, on behalf of Forsyth County, the attached Interlocal Agreement, subject to a pre-audit certificate, subject and contingent on funding award, 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 the County Manager is hereby authorized to sign amendments to this amendment upon written agreement with the City of Winston-Salem; and

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 12th day of September 2019.

**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 20th day of September 2019 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 EIGHTY SEVEN THOUSAND TWENTY ONE DOLLARS AND 00/100 (\$187,021) in funds available under the Edward Byrne Memorial Justice Assistance Grant Program (hereinafter “JAG”); and

WHEREAS, the parties wish to agree to equally share the funds, when they are awarded in the total amount of \$187,021; and

WHEREAS, the parties are entitled to proportionally share interest which is earned on each party’s grant funds until the complete expenditure of all grant funds; and

WHEREAS, the COUNTY will serve as grant administrator for the 2019 JAG.

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

1. *Subject to and contingent upon* the COUNTY receiving the 2019 JAG funds in the total amount of \$187,021, the parties agree to the following:
 - a. *Only upon award, appropriation by the Forsyth County Board of Commissioners and draw down of funds*, the CITY shall be eligible to receive up to \$93,510.50 in reimbursements from the COUNTY for eligible expenditures as per the accepted grant application, grant award conditions and any approved Scope Modifications as per Department of Justice/Bureau of Justice Assistance guidelines and procedures. No obligations shall be occurred until the grant funds have been received and appropriated.

b. *Only upon award, appropriation by the Forsyth County Board of Commissioners and draw down of funds*, the COUNTY shall be eligible to expend up to \$93,510.50 for eligible items as per the accepted grant application, grant award conditions and any approved Scope Modifications as per Department of Justice/Bureau of Justice Assistance guidelines and procedures. No obligations shall be occurred until the grant funds have been received and appropriated.

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 CITY agrees to submit an official invoice to the COUNTY 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.
5. The CITY agrees to submit a progress report to the COUNTY as required by the JAG award to the Forsyth County Sheriff’s Office within five 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, 2020. The reporting schedule is as follows:

| Quarter | FY 2020 | FY 2021 | FY2022 | FY2023 |
|-----------|----------|-----------|-----------|-----------|
| Jul – Sep | | 10/5/2020 | 10/5/2021 | 10/5/2022 |
| Oct – Dec | 1/5/2020 | 1/5/2021 | 1/5/2022 | |
| Jan – Mar | 4/5/2020 | 4/5/2021 | 4/5/2022 | |
| Apr – Jun | 7/5/2020 | 7/5/2021 | 7/5/2022 | |

6. Duration. This Agreement shall remain in full force, effect up to, and including October 31, 2022.
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 that 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, except that provisions regarding conflict of laws shall not apply.

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:

Sandra R. Kenney, City Secretary

Date

Catrina A. Thompson, 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:

Ashleigh Sloop, Clerk
Board of Commissioners (SEAL)

Date

Bobby F. Kimbrough, Jr., Sheriff

Date

APPROVED AS TO FORM AND LEGALITY:

B. Gordon Watkins III, County Attorney

Date