

FORSYTH COUNTY

BOARD OF COMMISSIONERS

BRIEFING
DRAFT

MEETING DATE: SEPTEMBER 6, 2018

AGENDA ITEM NUMBER: 4 A+B

SUBJECT:

- A. RESOLUTION AUTHORIZING EXECUTION OF NECESSARY DOCUMENTS TO APPLY FOR AND RECEIVE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, 2018 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 2018 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 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) funds from the U.S. Department of Justice, Bureau of Justice Assistance in the amount of \$182,029.

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 | \$91,014.50 |
| Winston-Salem Police Department | \$91,014.50 |
| | \$182,029.00 |

The County will use its share for a Civil Executions Case Management System. Civil executions are legal and monetary judgments ordered by a Court and/or Judge. The State mandates that Sheriff's Offices in the State of North Carolina perform this law enforcement function.

The Sheriff's Office currently manages civil executions using various systems and programs, some decades old, which were never designed to work in a "case management" capacity. The proposed module will be created within or interface with the Records Management System. The proposed system will track and fully account for funds paid by defendants or funds obtained by seizure and sell of defendants' personal property. The system will also track and fully account for outgoing payments to plaintiffs, care of the Clerk of Court.

No local matching funds are required. The City is the grant administrator for the 2018 JAG.

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,
2018 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, 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) funds in the amount of \$182,029.00, 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 6th day of September 2018.

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN
INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE
CITY OF WINSTON-SALEM REGARDING THE SHARED USE OF 2018
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 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) (Local Solicitation) Program Funds in the amount of \$182,029.00 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 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 6th day of September 2018.

**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 2018 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 TWO THOUSAND TWENTY NINE DOLLARS AND 00/100 (\$182,029) 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 \$182,029; 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 \$182,029, the parties agree to the following uses of said award:
 - a. The CITY will use \$91,014.50 to purchase a three-dimensional crime scene scanner for use at all major crime scenes.
 - b. The COUNTY will use \$91,014.50 to purchase case management system for civil executions.
2. The CITY agrees to reimburse the COUNTY \$91,014.50 for the purchase of a case management system for civil executions.

3. 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.
4. 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 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, 2019. The reporting schedule is as follows:

| Quarter | FY2019 | FY 2020 | FY2021 | FY2022 |
|-----------|----------|-----------|-----------|-----------|
| Jul – Sep | | 10/5/2019 | 10/5/2020 | 10/5/2021 |
| Oct – Dec | 1/5/2019 | 1/5/2020 | 1/5/2021 | |
| Jan – Mar | 4/5/2019 | 4/5/2020 | 4/5/2021 | |
| Apr – Jun | 7/5/2019 | 7/5/2020 | 7/5/2021 | |

6. Duration. This Agreement shall remain in full force, effect up to, and including September 30, 2021.
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.

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:

Melanie Johnson, 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

William T. Schatzman, Sheriff

Date

APPROVED AS TO FORM AND LEGALITY:

B. Gordon Watkins III, County Attorney

Date