

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: SEPTEMBER 10, 2020

AGENDA ITEM NUMBER: 15A-15B

**SUBJECT:**

**A. RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE CITY OF WINSTON-SALEM REGARDING THE SHARED USE OF 2020 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) (LOCAL SOLICITATION) FUNDS**

**B. AMENDMENT TO THE FISCAL YEAR 2020-2021 BUDGET ORDINANCE TO APPROPRIATE 2020 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FUNDS**

**(FORSYTH COUNTY SHERIFF'S OFFICE)**

**COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:** Recommend Approval

**SUMMARY OF INFORMATION:**

On July 9, 2020, the Department of Justice, Bureau of Justice Assistance announced that the Forsyth County Sheriff's Office and the Winston-Salem Police Department have been allocated 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) funds from the U.S. Department of Justice, Bureau of Justice Assistance in the amount of \$192,045.

The County's portion of the grant is \$96,022.50. With these funds the Sheriff's Office would like to invest in the *Real-Time Intelligence Center* (RTIC), which will include purchasing equipment, licensing/ software and on-line services.

The attached resolution approves execution of an Interlocal Agreement between Forsyth County and the City of Winston-Salem for use and distribution of the grant funds in the amount of \$192,045. The attached Budget Ordinance Amendment appropriates the County's share of the grant funds, in the amount of \$96,022.50, into the Sheriff's Office FY 2020-2021 agency operating budget.

Should priorities change, grantees and sub-recipients are permitted to make grant amendments. As per Department of Justice/Bureau of Justice Assistance (DOJ/BJA) policy, as well as the Grant Acceptance Terms and Conditions, grantees may request budget modification requests through the Federal Grant Adjustment Notice (GAN) process.

No local matching funds are required and the City of Winston-Salem will serve as grant administrator. This grant expires on September 30, 2023.

ATTACHMENTS:  yes  no

SIGNATURE: J. Dudley Watta, Jr. /AMS

COUNTY MANAGER

DATE: September 08, 2020

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN  
INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE  
CITY OF WINSTON-SALEM REGARDING THE SHARED USE OF FY 2020  
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 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) funds from the U.S. Department of Justice, Bureau of Justice Assistance in the amount of \$192,045; and

**WHEREAS** the attached resolution authorizes 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, which is incorporated herein by reference, between Forsyth County and the City of Winston-Salem regarding the shared use of U.S. Department of Justice, Bureau of Justice Assistance, FY 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) (Local Solicitation) Program Funds in the amount of \$192,045 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; 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 the 10<sup>th</sup> day of September 2020.

**FORSYTH COUNTY, NORTH CAROLINA  
AMENDMENT TO  
FY 2020-2021 BUDGET ORDINANCE**

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**FROM: BUDGET & MANAGEMENT**

**MEETING DATE:** September 10, 2020

**EXPLANATION:**

On July 9, 2020, the Department of Justice, Bureau of Justice Assistance announced that the Forsyth County Sheriff's Office and the Winston-Salem Police Department have been allocated 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) funds from the U.S. Department of Justice, Bureau of Justice Assistance in the amount of \$192,045. The County's portion of the grant is \$96,022.50. With these funds the Sheriff's Office would like to invest in the Real-Time Intelligence Center (RTIC), which will include purchasing equipment, licensing/ software and on-line services.

The attached Budget Ordinance Amendment appropriates the County's share of the grant funds, in the amount of \$96,022.50, into the Sheriff's Office FY 2020-2021 agency operating budget.

Should priorities change, grantees and sub-recipients are permitted to make grant amendments. As per Department of Justice/Bureau of Justice Assistance (DOJ/BJA) policy, as well as the Grant Acceptance Terms and Conditions, grantees may request budget modification requests through the Federal Grant Adjustment Notice (GAN) process.

No local matching funds are required and the City of Winston-Salem will serve as grant administrator. This grant expires on September 30, 2023.

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**BE IT ORDAINED BY THE FORSYTH COUNTY BOARD OF COMMISSIONERS THAT THE  
FY 2018-2019 BUDGET ORDINANCE IS HEREBY AMENDED AS FOLLOWS:**

INCREASE:	<u>SECTION 1. REVENUES.</u> GENERAL FUND INTERGOVERNMENTAL (150024-0408)	<u>\$96,022.50</u>
INCREASE:	<u>SECTION 2. EXPENDITURES.</u> GENERAL FUND SHERIFF-JAG 2020 (150024-2502) SHERIFF-JAG 2020 (150024-2326) SHERIFF-JAG 2020 (150024-2335) TOTAL:	\$36,000.00 \$15,000.00 \$45,022.50 <u>\$96,022.50</u>

NATURE OF TRANSACTION:  
 Additional Revenue Available  
 Transfer within Accounts of  
     Same fund  
 Other:

APPROVED BY BOARD OF COUNTY  
 COMMISSIONERS AND ENTERED ON  
 MINUTES DATED \_\_\_\_\_  
 AGENDA ITEM NUMBER \_\_\_\_\_

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**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 15th day of August 2020 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 NINETY TWO THOUSAND FORTY FIVE DOLLARS AND 00/100 (\$192,045) 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 \$192,045; 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. Subject to and contingent upon the CITY receiving the 2020 JAG funds in the total amount of \$192,045, the parties agree to the following:
  - a. The COUNTY shall be eligible to receive up to \$96,022.50 in reimbursements from the CITY 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.

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

2. If the CITY receives the JAG award in the total amount of \$192,045, the parties agree to the following uses of said award:
  - a. The CITY will use \$96,022.50 to purchase law enforcement equipment and software.
  - b. The COUNTY will use \$96,022.50 to purchase law enforcement and software.
3. The CITY agrees to reimburse the COUNTY \$96,022.50 for expenditures related to law enforcement equipment and software approved by the Department of Justice/Bureau of Justice Assistance.
4. All purchases will be made after first complying with all applicable bidding laws.
5. 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.
6. 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, 2021. The reporting schedule is as follows:

Quarter	FY2021	FY 2022	FY2023	FY2024
Jul – Sep		10/5/2021	10/5/2022	10/5/2023
Oct – Dec	1/5/2021	1/5/2022	1/5/2023	
Jan – Mar	4/5/2021	4/5/2022	4/5/2023	
Apr – Jun	7/5/2021	7/5/2022	7/5/2023	

6. Duration. This Agreement shall remain in full force, effect up to, and including September 30, 2023.
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:**

\_\_\_\_\_  
*Sandra Keeney, City Clerk*

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

\_\_\_\_\_  
*Catrina A. Thompson, Chief of Police*

\_\_\_\_\_  
*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, Sheriff*

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

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
*B. Gordon Watkins III, County Attorney*

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