

FORSYTH COUNTY
BOARD OF COMMISSIONERS

**BRIEFING
DRAFT**

MEETING DATE: SEPTEMBER 14, 2017

AGENDA ITEM NUMBER:

8 A+B

SUBJECT:

- A. RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY, THE CITY OF WINSTON-SALEM, AND THE TOWN OF KERNERSVILLE REGARDING THE SHARED USE OF THE N.C. GOVERNOR'S HIGHWAY SAFETY PROGRAM TRAFFIC SAFETY PROJECT GRANT AWARD FOR THE CONTINUATION OF THE FORSYTH COUNTY DWI JOINT TASK FORCE**
- B. RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF A MUTUAL ASSISTANCE AGREEMENT BETWEEN FORSYTH COUNTY, THE CITY OF WINSTON-SALEM AND THE TOWN OF KERNERSVILLE FOR TEMPORARY ASSISTANCE IN ENFORCING THE LAWS OF NORTH CAROLINA**

(FORSYTH COUNTY SHERIFF'S OFFICE)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:

SUMMARY OF INFORMATION:

The City of Winston-Salem was invited by the North Carolina Department of Transportation (NCDOT) to apply for an eighth year of funding to continue the DWI Joint Task Force operations. The Task Force is staffed by three officers and one sergeant from the Winston-Salem Police Department; one deputy from the Forsyth County Sheriff's Office; and one officer from the Kernersville Police Department. Each of these officers is assigned exclusively to the Task Force and is responsible for enhanced enforcement of laws prohibiting driving while intoxicated. The Task Force operates throughout the geographic area of Forsyth County.

The attached Interlocal Agreement outlines the responsibilities of all three local governments regarding the grant funds, while the Mutual Assistance Agreement authorizes the members of the Task Force to work outside of their normal jurisdiction to carry out Task Force activities.

Through the two resolutions, the Sheriff's Office requests authorization to execute the Interlocal Agreement and the related Mutual Assistance Agreement necessary for the County's continued participation in the DWI Joint Task Force.

The Sheriff's Office FY 2018 agency operating budget contains appropriated funds for the required contractual payment to the City (\$59,952). This Interlocal Agreement covers a term beginning October 1, 2017 and expiring on September 30, 2018.

ATTACHMENTS: YES NO

SIGNATURE:

DATE:

COUNTY MANAGER

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN
INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY, THE CITY OF
WINSTON-SALEM, AND THE TOWN OF KERNERSVILLE REGARDING THE
SHARED USE OF THE N.C. GOVERNOR'S HIGHWAY SAFETY PROGRAM
TRAFFIC SAFETY PROJECT GRANT AWARD FOR THE CONTINUATION OF THE
FORSYTH COUNTY DWI JOINT TASK FORCE
(FORSYTH COUNTY SHERIFF'S OFFICE)**

BE IT RESOLVED by the Forsyth County Board of Commissioners that the attached Interlocal Agreement between Forsyth County, the City of Winston-Salem, and the Town of Kernersville regarding the shared use of the North Carolina Governor's Highway Safety Program Traffic Safety Project Grant Award in the amount of \$132,154, with a required match of \$396,462 and the County's portion of this match being \$59,952, for the County's continued participation in the Forsyth County DWI Joint Task Force during the period from October 1, 2017 through September 30, 2018, 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, the City of Winston-Salem, and the Town of Kernersville is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this the 14th day of September, 2017.

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

INTERLOCAL AGREEMENT

**BETWEEN THE CITY OF WINSTON-SALEM, NORTH CAROLINA
THE COUNTY OF FORSYTH, NORTH CAROLINA and THE TOWN OF
KERNERSVILLE, NORTH CAROLINA**

**NORTH CAROLINA GOVERNOR'S HIGHWAY SAFETY PROGRAM
TRAFFIC SAFETY PROJECT GRANT AWARD**

This Agreement is made and entered into effective the 1st day of October 2017 , by and between the CITY OF WINSTON-SALEM, acting by and through its governing body, the City Council, hereinafter referred to as CITY, the COUNTY of FORSYTH, acting by and through its governing body, the Board of Commissioners, hereinafter referred to as COUNTY, and the TOWN OF KERNERSVILLE, acting by and through its governing body, the Board of Aldermen, hereinafter referred to as TOWN, all of FORSYTH COUNTY, State of North Carolina.

WITNESSETH:

WHEREAS, the CITY, the COUNTY and the TOWN are eligible to share \$132,154 in grant funds available under the North Carolina Governor's Highway Safety Program Traffic Safety Project Program in order to continue operation of a Forsyth County DWI Joint Task Force (hereinafter sometimes referred to as the "Task Force") program; and

WHEREAS, receipt of the abovementioned grant funding is conditioned on, among other things, a total matching contribution from the CITY, COUNTY and TOWN of \$396,462; and

WHEREAS, the parties wish to accept said Task Force funds and to set forth the terms and conditions of their acceptance in this agreement pursuant to North Carolina General Statute § 160A-460, et seq.

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

1. Purpose and function.

The purpose of this Agreement is to define the rights and responsibilities of the parties in the maintenance of a Forsyth County Joint DWI Task Force initially created in 2010. The primary function of the Task Force will be the investigation and enforcement of laws prohibiting driving while impaired.

2. Grant Award; Term of Agreement; Future Grant Awards.

The parties hereby accept grant funds from the North Carolina Governor's Highway Safety Program Traffic Safety Project Program in the amount of \$132,154 for the purpose of continuing operation of a Forsyth County DWI Joint Task Force. This Agreement shall be effective October 1, 2017 and shall continue in full force and effect up to and including September 30, 2018.

3. Grant Administration and Reimbursement of Expenses.

- a. The CITY will serve as the administrator for the Task Force grant.
- b. The CITY, COUNTY and TOWN will each designate personnel to serve on the Task Force. Grant funds provided for the Task Force will be utilized solely for the payment of Task Force officer salaries, fringe benefits, equipment, training and travel and other items necessary for establishment and maintenance of the Task Force. A specific budget for the Task Force grant is attached as Exhibit A.
- c.
 - i. The CITY will receive the grant funds and will reimburse the COUNTY and the TOWN according to the attached budgets and the terms and conditions set forth herein; provided, however: that should invoices submitted by the COUNTY and/or the TOWN exceed the grant funding designated to such party, the CITY will not make payment of the excess amount through grant funds and will not itself be responsible for making payment of the excess (the COUNTY and the TOWN agree to submit an official invoice for reimbursement (together with copies of all supporting documentation, to include, but not be limited to, purchase orders, receipts, vendor invoices and/or payroll documentation for allowable expenses) within 30 days after payment has been made by the COUNTY or the TOWN).
 - ii. The CITY will make payment of the total matching contribution required on behalf of the CITY, COUNTY and TOWN, and COUNTY and TOWN will each reimburse the CITY 75% of eligible expenses, which represents each party's individual share of the total matching contribution required by the grant. Said reimbursements will be made within 30 days of the CITY'S request.
- d. Each party agrees it will comply with all applicable purchasing and/or bidding laws in making any purchase pursuant to this Agreement.
- e. Each party agrees it will comply with all terms, conditions and requirements of the Task Force grant and agrees that failure to so comply may result in the withholding of reimbursement of grant funds.

4. Personnel and supervision.

- a. No transfer of any personnel between the parties is provided for by this Agreement. The CITY agrees to dedicate four sworn law enforcement officers from the Winston-Salem Police Department to the Task Force. The COUNTY will dedicate one sworn law enforcement officer from the Sheriff's Office to the Task Force. The TOWN will dedicate one sworn law enforcement officer from the Kernersville Police Department to the Task Force pursuant to the Grant referenced in this Agreement, and will dedicate an additional sworn law enforcement officer to the Task Force pursuant to a separate grant provided solely to the Kernersville Police Department.
- b. Day to day operations of the Task Force will be directed by a designated sergeant of the CITY's Police Department assigned to the Task Force. Additional oversight and liaison to the Task Force will be provided by that sergeant's chain of command within the Police Department and by designated representatives of the agencies.

5. Operations and Mutual Aid.

- a. The parties agree that a condition of receipt of Task Force grant funds, among other conditions, is that the Task Force conduct a minimum number of DWI enforcement and awareness activities, including DWI checkpoint operations, within Forsyth County during the grant period. The parties agree that they will mutually agree on dates and procedures, and will mutually prepare and complete all required documentation, such that said checkpoints comply both with grant requirements and all Federal, State and local laws.
- b. The parties will agree on mutually acceptable: crime reporting criteria and coding for Task Force activity; vehicle markings and/or identification, if any; common uniforms; handling of evidence collected and stored by Task Force officers; policies regarding pursuit of DWI offenders; and distribution of any proceeds from forfeitures or other seizures of property or monies.
- c. As the Task Force will be operating within the entire geographic area of Forsyth County, the parties agree that the CITY and TOWN police departments will be required to operate outside of their municipal territorial jurisdiction pursuant to a Mutual Assistance Agreement with the COUNTY on behalf of the Forsyth County Sheriff's Office. The parties accordingly agree to execute the Mutual Assistance Agreement attached hereto as Exhibit A and incorporated herein by reference. The parties further agree to request and provide assistance as to each operation conducted by the Task Force according to the requirements of said Mutual Assistance Agreement.

6. Grant Reporting Requirements. The parties agree that a condition of receipt of Task Force grant funds is reporting of Task Force activities as outlined in the grant materials. COUNTY and TOWN each agree that they will provide CITY, as Grant Administrator,

with all reports, statistics and documents required in order to ensure compliance with grant terms and conditions. Specifically, COUNTY and TOWN agree to provide such documentation to CITY within 15 days after the end of each calendar quarter beginning October 1, 2017, as follows:

- * Report(s) due January 15, 2018 for 1st quarter 2017 (October 1, 2017 through December 31, 2017)
- * Report(s) due April 15, 2018 for 2nd quarter 2018 (January 1, 2018 through March 31, 2018)
- * Report(s) due July 15, 2018 for 3rd quarter 2018 (April 1, 2018 through June 30, 2018)
- * Report(s) due October 15, 2018 for 4th quarter 2018 (July 1, 2018 through September 30, 2018)

7. **Joint agency; real property:** By this Agreement no joint agency is established and no real property is involved in the undertaking.
8. **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.
9. **Method of Financing:** No financing will be needed for this undertaking. Each party shall be responsible for its own cost.
10. **Entire Agreement; Amendment, Renewal or Termination:** This Agreement is the entire Agreement between the parties hereto as to the subject matter herein. This Agreement may be amended or renewed by written Agreement of all parties. Should a party decide not to renew this Agreement or terminate this Agreement, said party shall notify the other parties in writing of its intent not to renew or terminate prior to the expiration of the then-current term of the Agreement.
11. **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.
12. **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 both parties. This Agreement shall not be assignable by operation of law.
13. **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 spread upon the minutes of the Winston-Salem City Council, the Forsyth County Board of Commissioners and the Kernersville Board of Aldermen.

CITY OF WINSTON-SALEM, NORTH CAROLINA

Lee D. Garrity, City Manager _____
Date

ATTEST:

Melanie Johnson, City Secretary (SEAL) _____
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 spread upon the minutes of the Winston-Salem City Council, the Forsyth County Board of Commissioners and the Kernersville Board of Aldermen.

COUNTY OF FORSYTH, NORTH CAROLINA

J. Dudley Watts, Jr., County Manager

Date

ATTEST:

Carla Holt, Clerk, Board of Commissioners (SEAL)

Date

William T. Schatzman, Sheriff

Date

APPROVED AS TO FORM AND LEGALITY:

David W. Martin, County Attorney

Date

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

*Paul L. Fulton, Jr., Chief Financial Officer
Finance Department
Forsyth County*

Date

EXHIBIT A

YEAR SEVEN DWI TASK FORCE GRANT BUDGET WORKSHEET

Grant now allows maximum salaries to be included in budget.
75% match is required.

YEAR SEVEN

	City of Winston-Salem				Forsyth County			Town of Kernersville			YEAR SEVEN TOTAL COST			
	Police Officer	#	Total Cost	City of W-S Portion	Police Officer	#	Total Cost	County Portion	Police Officer	#		Total Cost	K'ville Portion	
SALARY														
WSPD Task Force Sergeant Salary	65,000	1	65,000	48,750								65,000		
Senior WSPD Task Force Officer Salary	55,000	1	55,000	41,250								55,000		
WSPD Task Force Officer Salary	50,000	1	50,000	37,500								50,000		
WSPD Task Force Officer Salary	48,000	1	48,000	36,000								48,000		
WSPD Task Force Sergeant Benefits (60%)	39,000	1	39,000	29,250								39,000		
Senior WSPD Task Force Officer Benefits (60%)	33,000	1	33,000	24,750								33,000		
WSPD Task Force Officer Benefits (60%)	30,000	1	30,000	22,500								30,000		
WSPD Task Force Officer Benefits (60%)	28,800	1	28,800	21,600								28,800		
FCSO & KPD Task Force Officers Salary					50,000	1	50,000	37,500	60,000	1	60,000	45,000	110,000	
FCSO & KPD Task Force Officers Benefits (55%)			-	-	27,500	1	27,500	20,625	33,000	1	33,000	24,750	60,500	
TOTAL PERSONNEL	\$ 348,800		\$ 348,800	\$ 261,600	\$ 77,500		\$ 77,500	\$ 58,125	\$ 93,000		\$ 93,000	\$ 69,750	\$ 519,300	
GRAND TOTAL			\$ 348,800	\$ 261,600			\$ 77,500	\$ 58,125			\$ 93,000	\$ 69,750	\$ 519,300	
													GRANT (25%)	\$ 129,825
													Agencies' Portion	\$ 389,475