

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: JULY 27, 2015 AGENDA ITEM NUMBER: 11

SUBJECT: RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE VILLAGE OF CLEMMONS FOR COMMUNITY POLICING SERVICES (FORSYTH COUNTY SHERIFF'S OFFICE)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

See attached

ATTACHMENTS: YES NO

SIGNATURE: *J. Audrey Watts, Jr. /cdh* DATE: July 22, 2015
COUNTY MANAGER

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL
AGREEMENT BETWEEN FORSYTH COUNTY AND THE VILLAGE OF CLEMMONS
FOR COMMUNITY POLICING SERVICES
(FORSYTH COUNTY SHERIFF'S OFFICE)**

BE IT RESOLVED by the Forsyth County Board of Commissioners that the attached interlocal agreement between Forsyth County, on behalf of its Sheriff's Office, and the Village of Clemmons for the provision of thirteen (13) law enforcement officers by the Forsyth County Sheriff's Office, including one sergeant, one corporal, two investigators and nine deputies, to provide law enforcement services within the corporate boundaries of the Village of Clemmons for a two-year period from July 1, 2015 through June 30, 2017 in a manner consistent with the financial and other provisions of the attached agreement, which is incorporated herein by reference, at an estimated cost to the Village of \$1,078,008, is hereby ratified as required by N.C.G.S. 160A-461, and the Chairman or County Manager and Clerk to the Board are hereby authorized to execute the attached 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. (Contract Control #2016-0017-00)

BE IT FURTHER RESOLVED that the County Manager is hereby authorized to execute amendments to this agreement, as necessary to continue the services during the term of the agreement, 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.

BE IT FURTHER RESOLVED that this resolution ratifying interlocal cooperation between Forsyth County and the Village of Clemmons is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this the 27th day of July 2015.

COUNTY OF FORSYTH

THIS AGREEMENT is entered into this the 1st day of July, 2015, by and among THE VILLAGE OF CLEMMONS, hereinafter referred to as "THE VILLAGE" and FORSYTH COUNTY, hereinafter referred to as "THE COUNTY," on behalf of the FORSYTH COUNTY SHERIFF'S OFFICE, hereinafter referred to as "FCSO" as follows:

WITNESSETH:

WHEREAS THE VILLAGE has a desire and a need to provide law enforcement officers within its corporate boundaries in order to keep the peace, to enforce the criminal laws of the State of North Carolina, to enforce the ordinances established by THE COUNTY and THE VILLAGE and to maintain order in their Village; and

WHEREAS THE COUNTY is authorized to provide the services outlined herein pursuant to the provisions of N.C.G.S. 160A-461, et.seq; and

WHEREAS THE COUNTY acting through the FC SO is willing and agreeable to employ, to train, to assign and to supervise law enforcement officers from the Sheriff's Office to be assigned to THE VILLAGE at the expense of THE VILLAGE;

NOW THEREFORE, THE PARTIES HERETO AGREE as follows:

I. THE VILLAGE AGREES:

- A. To reimburse THE COUNTY for 100% of the contracted costs for law enforcement officers, which costs include: the officers' salaries and employee benefits, their uniforms, equipment, and vehicle replacement that is considered standard issue equipment; and all other operating and administrative expenses listed on Attachment A for one (1) Sergeant, one (1) Corporal, two (2) Investigators and nine (9) Deputy Sheriff's as estimated in Attachment A. In the event that more officers are requested to be assigned, the costs will be itemized for each additional officer requested to be assigned to THE VILLAGE;
- B. To reimburse THE COUNTY for the actual costs associated with the provision of law enforcement officers assigned to THE VILLAGE as outlined herein, which costs shall include salaries, benefits, training costs, equipment and supplies, and all other operating and administrative expenses listed on Attachment A hereto. In the event THE VILLAGE requests assignment to it of additional officers beyond the number identified in this Agreement, THE VILLAGE agrees to pay those additional costs associated with those additional officers as are designated by THE COUNTY. Actual costs shall be determined according to Section IV hereinbelow.

II. FORSYTH COUNTY AGREES:

- A. To provide one (1) Sergeant, one (1) Corporal, two (2) Investigators and nine (9) Deputy Sheriffs, fully equipped and fully trained law enforcement officers for duty in THE VILLAGE as soon as possible after the date of this agreement.

- B. To provide to THE VILLAGE, on a regular basis, statistical information relevant to the activities within the corporate limits of THE VILLAGE.
- C. To provide the necessary Police Professional Liability Insurance to protect THE COUNTY and the FCSO.

III. THE PARTIES AGREE:

That the law enforcement officers assigned to THE VILLAGE pursuant to this Agreement remain employees of the Forsyth County Sheriff at all times during the term of this Agreement. Under the general concept of community-based policing, these officers will be responsible for performing law enforcement duties within THE VILLAGE to include, but not be limited to: patrolling within THE VILLAGE; answering calls for service within THE VILLAGE; conducting general security checks within THE VILLAGE; and providing information and education to the public within THE VILLAGE and otherwise interacting with residents and visitors within THE VILLAGE. The VILLAGE agrees to obtain prior written approval from the Sheriff or his designee before assigning an officer provided under this Agreement to perform other or additional duties.

Notwithstanding the above, the parties understand and agree that the Forsyth County Sheriff's primary responsibility at all times is law enforcement and safety within all of Forsyth County and that circumstances may arise wherein the Sheriff determines it necessary to reassign one or more officers from THE VILLAGE for a given period of time in order to meet that primary responsibility.

IV. METHOD OF PAYMENT OF REIMBURSABLE EXPENSES

- A. It is understood and agreed that the estimated cost to THE VILLAGE shall be described in Attachment A for the upcoming year and for each following year of the contract.
- B. The parties agree that on or prior to March 31st, THE COUNTY will provide THE VILLAGE with an estimate of the costs which will be due and payable from THE VILLAGE to THE COUNTY for the provision of services under this Agreement for each subsequent twelve-month period of the Agreement. The parties agree that the actual costs of the providing services under this Agreement cannot be known prior to the completion of any particular twelve-month (June 30 – July 1) period of the Agreement. The parties agree that THE COUNTY will invoice THE VILLAGE on a quarterly basis for 25% of the estimated costs for that Agreement term for the first three quarters of the applicable twelve-month period. For the fourth quarter of the period THE COUNTY will invoice THE VILLAGE in accordance with the reconciliation, so that the total amount invoiced to and paid by THE VILLAGE are the actual costs to THE COUNTY of providing the services outlined in this Agreement. It is understood that if a vacancy occurs in the position allocated to THE VILLAGE that THE VILLAGE will not be billed for any salary and/or benefit costs for the position for the duration of the vacancy.
- C. THE VILLAGE agrees to make payment of an invoice within fifteen (15) days of receipt of such invoice from THE COUNTY.

V. TERM OF AGREEMENT

- A. The term of this Agreement is two years, commencing from July 1, 2015 and ending on June 30, 2017.

B. The Agreement may be extended for additional and successive terms unless terminated by one of the parties in the manner as provided below.

VI. AMENDMENT TO THE AGREEMENT

The Agreement may be amended or modified only by agreement of both parties in writing.

VII. TERMINATION OF THE AGREEMENT

The Agreement may be terminated by any party upon giving ninety (90) days Notice of Termination in writing to the other parties to the Agreement. THE VILLAGE agrees to reimburse THE COUNTY for any and all expenses incurred under the terms and conditions of this Agreement up to the date of termination.

IN WITNESS WHEREOF the hereto parties have executed this Agreement the date and year first written above.

COUNTY OF FORSYTH

By: _____
County Manager


Date: _____

FORSYTH COUNTY SHERIFF'S OFFICE

By: 
Sheriff

Date: 5/29/15

VILLAGE OF CLEMMONS

By: 

Date: 5/17/15

VILLAGE OF CLEMMONS ESTIMATED COSTS FY 2015-2016

DIRECT COSTS	Total Budget for FY 2015-2016
Salary (1 Sgt., 1 Cpl., 2 Inv., 9 Deputies)	\$ 513,035
Overtime (Training Related)	\$ 11,500
Standard Fringe Benefits	\$ 196,326
Separation Allowance	\$ 40,238
Law Enforcement 401(k)	\$ 25,893
OPEB	\$ 10,774
Teleprocessing	\$ -
Insurance Premiums	\$ 4,500
Training & Conference	\$ 1,570
Office Supplies	\$ 700
Small Equipment	\$ 5,750
Uniforms	\$ -
Books, Subscriptions & Media	\$ 500
Operating Supplies	\$ 6,300
Claims	\$ 5,000
Memberships & Dues	\$ 100
Emergency Vehicles	\$ -
Capital Equipment	\$ -
Total Direct Costs	\$ 822,186

INDIRECT COSTS	Total Indirect Costs
Fleet Operating - 13 vehicles 205,175 X \$0.361 per mile	\$ 74,068
Fleet Capital Recovery - 13 vehicles (Est. \$26,000 base vehicle; \$20,716 standard equipment; 5 yr life, and; \$4,000 surplus value)	\$ 111,062
Total Indirect Costs	\$ 185,130

ADMINISTRATIVE COSTS	Total Admin Costs
FCSO Administrative Fee	\$ 70,692

TOTAL ANNUAL COST	\$ 1,078,008
--------------------------	---------------------

Forsyth County Sheriff's Department Contract July 1, 2015-June 30,2017
Approved by Council 05/07/2015

This instrument has been pre-audited in the manner
Required by the Local Government Budget and Fiscal
Control Act

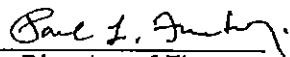
K. Ann Stroud

05/7/2015

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

7/6/2015

Date


Director of Finance