

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: JUNE 26, 2017

AGENDA ITEM NUMBER: 18-A, B, C, D

SUBJECT:

- A. RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE VILLAGE OF CLEMMONS FOR COMMUNITY POLICING SERVICES
- B. RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE TOWN OF RURAL HALL FOR COMMUNITY POLICING SERVICES
- C. RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE TOWN OF WALKERTOWN FOR COMMUNITY POLICING SERVICES
- D. RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE TOWN OF LEWISVILLE FOR COMMUNITY POLICING SERVICES

(FORSYTH COUNTY SHERIFF'S OFFICE)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

The attached resolutions ratify and authorize execution of interlocal agreements between Forsyth County, on behalf of its Sheriff's Office, and the Village of Clemmons and the Towns of Lewisville, Rural Hall and Walkertown to provide the following law enforcement services within each of the municipalities.

Clemmons- The interlocal agreement provides one (1) Sergeant, two (2) corporals, one (1) Investigator and ten (10) Deputy Sheriffs from July 1, 2017 through June 30, 2020. The agreement also provides that the Village of Clemmons reimburses the County for the full cost of the personnel including administrative costs (\$1,286,104-estimated first year cost).

Rural Hall- The interlocal agreement provides for two (2) Deputy Sheriffs from July 1, 2017 through June 30, 2020. The agreement also provides that the Town of Rural Hall reimburses the County for the full cost of the personnel including administrative costs (\$199,980-estimated first year cost).

Walkertown- The interlocal agreement provides for one (1) Deputy Sheriff from July 1, 2017 through June 30, 2020. The agreement also provides that the Town of Walkertown reimburses the County for the full cost of the personnel including administrative costs (\$79,920-estimated first year cost).

Lewisville- The interlocal agreement provides for one (1) Corporal and five (5) Deputy Sheriffs from July 1, 2017 through June 30, 2020. The agreement also provides that the Town of Lewisville reimburses the County for the full cost of the personnel including administrative costs (\$567,430-estimated first year cost).

ATTACHMENTS: YES NO

SIGNATURE:

J. Audrey Watts, Jr. /cdh
COUNTY MANAGER

DATE: June 21, 2017

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 fourteen (14) law enforcement officers by the Forsyth County Sheriff's Office, including one sergeant, two corporals, one investigator and ten deputies, to provide law enforcement services within the corporate boundaries of the Village of Clemmons for a three-year period from July 1, 2017 through June 30, 2020 in a manner consistent with the financial and other provisions of the attached agreement, which is incorporated herein by reference, at an estimated first year cost to the Village of \$1,286,104, 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 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. (Contract Control #2018-0023-00)

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 County 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 26th day of June 2017.

COUNTY OF FORSYTH

THIS AGREEMENT is entered into this the 1st day of July, 2017, 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 FCSO 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, one (1) Investigator and ten (10) 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 50% of salaries and employee benefits for one (1) Corporal as estimated in Attachment A, column labeled, "Payable by Clemmons." The COUNTY will be responsible for 50% of salaries and employee benefits, and the FCSO will purchase all remaining operating supplies and equipment required for the corporal position, and 100% of vehicle mileage costs as estimated in Attachment A, column labeled, Payable by FCSO."
- C. 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, two (2) Corporals, one (1) Investigator and ten (10) Deputy Sheriff's, 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 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 three (3) years, commencing from July 1, 2017 and ending on June 30, 2020.

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

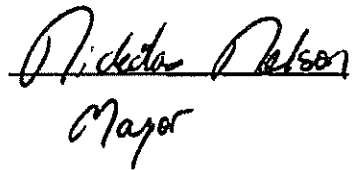
Date: _____

FORSYTH COUNTY SHERIFF'S OFFICE

By: 
Sheriff

Date: 5-23-17

VILLAGE OF CLEMMONS

By: 
Mayor

Date: 5/8/17

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

5-3-17
Date

K. Ann Stroud
Finance Officer
Village of Clemmons

ATTACHMENT A

VILLAGE OF CLEMMONS
ESTIMATED COSTS FY 2017-2018

DIRECT COSTS	Payable by Clemmons	Payable by County of Forsyth *Oct. 1, 2017 implementation	Payable by FCSO	Total Budget for FY 2017-2018
Salary (1 Sgt., 1 Cpl., 1 Inv., 10 Deputies); 1 Cpl. (Mini-COPs)	\$ 620,591	\$ 16,881	\$ -	\$ 637,472
Overtime (Training Related)	\$ 11,500	\$ -	\$ -	\$ 11,500
Standard Fringe Benefits	\$ 258,253	\$ 9,093	\$ -	\$ 267,346
Separation Allowance	\$ 48,550	\$ -	\$ -	\$ 48,550
Law Enforcement 401(k)	\$ 28,560	\$ -	\$ -	\$ 28,560
OPEB	\$ 11,800	\$ -	\$ -	\$ 11,800
Teleprocessing/On-Line Services	\$ 22,100	\$ -	\$ 3,000	\$ 25,100
Insurance Premiums	\$ 4,500	\$ -	\$ -	\$ 4,500
Training & Conference	\$ 930	\$ -	\$ -	\$ 930
Office Supplies	\$ 700	\$ -	\$ -	\$ 700
Small Equipment	\$ 1,500	\$ -	\$ -	\$ 1,500
Uniforms	\$ 2,860	\$ -	\$ -	\$ 2,860
Books, Subscriptions & Media	\$ 500	\$ -	\$ -	\$ 500
Operating Supplies	\$ 1,200	\$ -	\$ -	\$ 1,200
Claims	\$ 4,500	\$ -	\$ -	\$ 4,500
Memberships & Dues	\$ 100	\$ -	\$ -	\$ 100
Emergency Vehicles	\$ -	\$ -	\$ 26,000	\$ 26,000
Capital Equipment	\$ -	\$ -	\$ 15,000	\$ 15,000
Total Direct Costs	\$ 1,018,144	\$ 25,974	\$ 44,000	\$ 1,088,118

INDIRECT COSTS	Total Indirect Costs			Total Indirect Costs
Fleet Operating - 13 vehicles 248,516 X \$0.361 per mile	\$ 89,720	\$ -	\$ 11,883	\$ 101,603
Fleet Capital Recovery - 13 vehicles (Est. \$26,000 base vehicle; \$15,472 standard equipment (except investigator); 5 yr life, and; \$4,000 surplus value)	\$ 94,340	\$ -	\$ -	\$ 94,340
Total Indirect Costs	\$ 184,060	\$ -	\$ 11,883	\$ 195,943

ADMINISTRATIVE COSTS	Total Admin Costs			Total Admin Costs
FCSO Administrative Fee	\$ 83,900	\$ -	\$ 5,720	\$ 89,620

TOTAL ANNUAL COST	\$ 1,286,104	\$ 25,974	\$ 61,603	\$ 1,373,681
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*On or prior to March 31, 2018 THE COUNTY will provide THE TOWN with an estimate of the costs which will be due and payable from THE TOWN to THE COUNTY for the provision of services under this Agreement for FY2019. On or prior to March 31, 2019 THE COUNTY will provide THE TOWN with an estimate of the costs which will be due and payable from THE TOWN to THE COUNTY for the provision of services under this Agreement for FY2020.

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL
AGREEMENT BETWEEN FORSYTH COUNTY AND THE TOWN OF RURAL HALL
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 Town of Rural Hall for the provision of two (2) law enforcement officers by the Forsyth County Sheriff's Office, including two deputies, to provide law enforcement services within the corporate boundaries of the Town of Rural Hall for a three-year period from July 1, 2017 through June 30, 2020 in a manner consistent with the financial and other provisions of the attached agreement, which is incorporated herein by reference, at an estimated first year cost to the Town of \$199,980, 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 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. (Contract Control #2018-0025-00)

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 County 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 Town of Rural Hall is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this the 26th day of June 2017.

COUNTY OF FORSYTH

THIS AGREEMENT is entered into this the 1st day of July, 2017, by and among THE TOWN OF RURAL HALL, hereinafter referred to as "THE TOWN" 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 TOWN 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 TOWN and to maintain order in their town; 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 FCSO 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 TOWN at the expense of THE TOWN;

NOW THEREFORE, THE PARTIES HERETO AGREE as follows:

I. THE TOWN 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 two (2) Deputy Sheriffs 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 TOWN;
- B. To reimburse THE COUNTY for the actual costs associated with the provision of law enforcement officers assigned to THE TOWN 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 TOWN requests assignment to it of additional officers beyond the number identified in this Agreement, THE TOWN 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 two (2) Deputy Sheriffs, fully equipped and fully trained law enforcement officer for duty in THE TOWN as soon as possible after the date of this agreement.
- B. 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 TOWN 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 TOWN to include, but not be limited to: patrolling within THE TOWN; answering calls for service within THE TOWN; conducting general security checks within THE TOWN; and providing information and education to the public within THE TOWN and otherwise interacting with residents and visitors within THE TOWN. THE TOWN 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 TOWN 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 TOWN 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 TOWN with an estimate of the costs which will be due and payable from THE TOWN 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 TOWN 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 TOWN in accordance with the reconciliation, so that the total amount invoiced to and paid by THE TOWN 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 TOWN that THE TOWN will not be billed for any salary and/or benefit costs for the position for the duration of the vacancy.
- C. THE TOWN 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 three years, commencing from July 1, 2017 and ending on June 30, 2020.
- 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 TOWN 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.

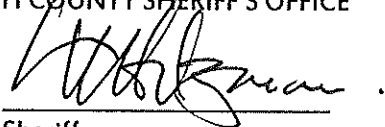
IN WITNESS WHEREOF the hereto parties have executed this Agreement the date and year first written above.

COUNTY OF FORSYTH

By: _____
County Manager

Date: _____

FORSYTH COUNTY SHERIFF'S OFFICE

By: 
Sheriff

Date: 5.25.17

TOWN OF RURAL HALL

By: 

Date: 5-22-2017

ATTACHMENT A

**TOWN OF RURAL HALL
ESTIMATED COSTS FY 2017-2018**

DIRECT COSTS	Total Budget for FY 2017-2018
Salary (Deputy X 2)	89,000
Overtime (Training Related)	250
Standard Fringe Benefits	51,100
Separation Allowance	6,310
Law Enforcement 401(k)	5,000
OPEB	1,470
Teleprocessing	4,420
Insurance Premiums	700
Training & Conference	-
Office Supplies	100
Small Equipment	3,000
Uniforms	530
Books, Subscriptions & Media	100
Operating Supplies	700
Claims	1,400
Memberships & Dues	-
Emergency Vehicles	-
Capital Equipment	-
Total Direct Costs	\$ 164,080

INDIRECT COSTS	Total Indirect Costs
Fleet Operating - (2) vehicles (36,910 miles @ \$0.224/mile)	\$ 8,300
Fleet Capital Recovery - 2 vehicles (Est. \$26,000 base vehicle; \$15,472 standard equipment; 5 yr life, and; \$4,000 surplus value)	\$ 15,000
Total Indirect Costs	\$ 23,300

ADMINISTRATIVE COSTS	Total Admin Costs
FCSO Administrative Fee	\$ 12,600

TOTAL ANNUAL COST	\$ 199,980
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*On or prior to March 31, 2018 THE COUNTY will provide THE TOWN with an estimate of the costs which will be due and payable from THE TOWN to THE COUNTY for the provision of services under this Agreement for FY2019. On or prior to March 31, 2019 THE COUNTY will provide THE TOWN with an estimate of the costs which will be due and payable from THE TOWN to THE COUNTY for the provision of services under this Agreement for FY2020.

RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE TOWN OF WALKERTOWN 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 Town of Walkertown for the provision of one (1) law enforcement officer by the Forsyth County Sheriff's Office, including one deputy, to provide law enforcement services within the corporate boundaries of the Town of Walkertown for a three-year period from July 1, 2017 through June 30, 2020 in a manner consistent with the financial and other provisions of the attached agreement, which is incorporated herein by reference, at an estimated first year cost to the Town of \$79,920, 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 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. (Contract Control #2018-0029-00)

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 County 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 Town of Walkertown is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this the 26th day of June 2017.

COUNTY OF FORSYTH

THIS AGREEMENT is entered into this the 1st day of July, 2017, by and among THE TOWN OF WALKERTOWN, hereinafter referred to as "THE TOWN" 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 TOWN 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 TOWN and to maintain order in their town; 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 FCSO 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 TOWN at the expense of THE TOWN;

NOW THEREFORE, THE PARTIES HERETO AGREE as follows:

I. THE TOWN 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) Deputy Sheriff 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 TOWN;
- B. To reimburse THE COUNTY for the actual costs associated with the provision of law enforcement officers assigned to THE TOWN 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 TOWN requests assignment to it of additional officers beyond the number identified in this Agreement, THE TOWN 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) Deputy Sheriff, fully equipped and fully trained law enforcement officer for duty in THE TOWN as soon as possible after the date of this agreement.
- B. 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 TOWN 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 TOWN to include, but not be limited to: patrolling within THE TOWN; answering calls for service within THE TOWN; conducting general security checks within THE TOWN; and providing information and education to the public within THE TOWN and otherwise interacting with residents and visitors within THE TOWN. THE TOWN 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 TOWN 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 TOWN 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 TOWN with an estimate of the costs which will be due and payable from THE TOWN 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 TOWN 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 TOWN in accordance with the reconciliation, so that the total amount invoiced to and paid by THE TOWN 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 TOWN that THE TOWN will not be billed for any salary and/or benefit costs for the position for the duration of the vacancy.
- C. THE TOWN 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 three years, commencing from July 1, 2017 and ending on June 30, 2020.

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 TOWN 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: [Signature]
Sheriff

Date: 6-12-17

TOWN OF WALKERTOWN

By: [Signature]

Date: 6-12-17



ATTACHMENT A

TOWN OF WALKERTOWN
ESTIMATED COSTS FY 2017-2018

DIRECT COSTS	Total Budget for FY 2017-2018
Salary (Deputy X 1)	39,470
Overtime (Training Related)	-
Standard Fringe Benefits	15,190
Separation Allowance	3,260
Law Enforcement 401(k)	1,920
OPEB	760
Teleprocessing/On-line services	2,660
Insurance Premiums	350
Training & Conference	-
Office Supplies	300
Small Equipment	-
Uniforms	270
Books, Subscriptions & Media	-
Operating Supplies	750
Fuel Oil	300
Claims	650
Memberships & Dues	-
Emergency Vehicles	-
Capital Equipment	-
Total Direct Costs	\$ 65,880

INDIRECT COSTS	Total Indirect Costs
Fleet Operating - (1) vehicles (11,138 miles @ \$0.361/mile)	\$ 4,030
Fleet Capital Recovery - 1 vehicles (Est. \$26,000 base vehicle, \$3,700 standard equipment/fleet-paid only, 5 yr life, and, \$4,000 surplus value)	\$ 4,290
Total Indirect Costs	\$ 8,320

ADMINISTRATIVE COSTS	Total Admin Costs
FCSD Administrative Fee	\$ 5,720

TOTAL ANNUAL COST	\$ 79,920
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*On or prior to March 31, 2018 THE COUNTY will provide THE TOWN with an estimate of the costs which will be due and payable from THE TOWN to THE COUNTY for the provision of services under this Agreement for FY2019. On or prior to March 31, 2019 THE COUNTY will provide THE TOWN with an estimate of the costs which will be due and payable from THE TOWN to THE COUNTY for the provision of services under this Agreement for FY2020.

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL
AGREEMENT BETWEEN FORSYTH COUNTY AND THE TOWN OF LEWISVILLE
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 Town of Lewisville for the provision of six (6) law enforcement officers by the Forsyth County Sheriff's Office, including one corporal and five deputies, to provide law enforcement services within the corporate boundaries of the Town of Lewisville for a three-year period from July 1, 2017 through June 30, 2020 in a manner consistent with the financial and other provisions of the attached agreement, which is incorporated herein by reference, at an estimated first year cost to the Town of \$567,430, 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 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. (Contract Control #2018-0026-00)

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 County 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 Town of Lewisville is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this the 26th day of June 2017.

COUNTY OF FORSYTH

THIS AGREEMENT is entered into this the 1st day of July, 2017, by and among THE TOWN OF LEWISVILLE, hereinafter referred to as "THE TOWN" 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 TOWN 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 TOWN and to maintain order in their TOWN; 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 FCSO 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 TOWN at the expense of THE TOWN;

NOW THEREFORE, THE PARTIES HERETO AGREE as follows:

I. THE TOWN 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) Corporal and five (5) 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 TOWN;
- B. To reimburse THE COUNTY for the actual costs associated with the provision of law enforcement officers assigned to THE TOWN 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 TOWN requests assignment to it of additional officers beyond the number identified in this Agreement, THE TOWN 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) Corporal, and five (5) Deputy Sheriffs, fully equipped and fully trained law enforcement officers for duty in THE TOWN as soon as possible after the date of this agreement.

- B. 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 TOWN 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 TOWN to include, but not be limited to: patrolling within THE TOWN; answering calls for service within THE TOWN; conducting general security checks within THE TOWN; and providing information and education to the public within THE TOWN and otherwise interacting with residents and visitors within THE TOWN. THE TOWN 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 TOWN 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 TOWN 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 TOWN with an estimate of the costs which will be due and payable from THE TOWN 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 TOWN 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 TOWN in accordance with the reconciliation, so that the total amount invoiced to and paid by THE TOWN 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 TOWN that THE TOWN will not be billed for any salary and/or benefit costs for the position for the duration of the vacancy.
- C. THE TOWN 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 three years, commencing from July 1, 2017 and ending on June 30, 2020.
- 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 TOWN 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.

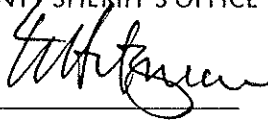
IN WITNESS WHEREOF the hereto parties have executed this Agreement the date and year first written above.

COUNTY OF FORSYTH

By: _____
County Manager

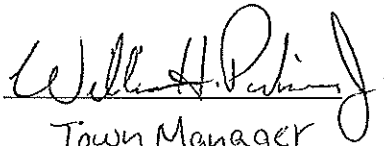
Date: _____

FORSYTH COUNTY SHERIFF'S OFFICE

By: 
Sheriff

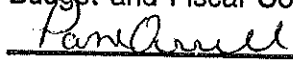
Date: 5/30/17

TOWN OF LEWISVILLE

By: 
Town Manager

Date: 5/22/17

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

 5-22-17

ATTACHMENT A

**TOWN OF LEWISVILLE
ESTIMATED COSTS FOR FY 2017-2018**

DIRECT COSTS	Total Budget for FY 2017-2018
Salary (1 Cpl. and 5 Deputies)	\$ 266,700
Overtime (Training Related)	\$ 5,800
Standard Fringe Benefits	\$ 110,160
Separation Allowance	\$ 21,870
Law Enforcement 401(k)	\$ 12,860
OPEB	\$ 4,970
Teleprocessing	\$ 14,700
Insurance Premiums	\$ 2,100
Training & Conference	\$ -
Office Supplies	\$ 200
Small Equipment	\$ 1,000
Uniforms	\$ 1,410
Books, Subscriptions & Media	\$ 600
Operating Supplies	\$ 860
Claims	\$ 3,500
Memberships & Dues	\$ -
Emergency Vehicles	\$ -
Capital Equipment	\$ -
Total Direct Costs	\$ 446,730

INDIRECT COSTS	Total Indirect Costs
Fleet Operating - 6 VEHICLES 104,745 miles @ \$0.361)	\$ 37,900
Fleet Capital Recovery - 6 vehicles (Est. \$26,000 base vehicle; \$15,472 standard equipment; 5 yr life, and; \$4,000 surplus value)	\$ 45,000
Total Indirect Costs	\$ 82,900

ADMINISTRATIVE COSTS	Total Admin Costs
FCSO Administrative Fee	\$ 37,800

TOTAL ANNUAL COST	\$ 567,430
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*On or prior to March 31, 2018 THE COUNTY will provide THE TOWN with an estimate of the costs which will be due and payable from THE TOWN to THE COUNTY for the provision of services under this Agreement for FY2019. On or prior to March 31, 2019 THE COUNTY will provide THE TOWN with an estimate of the costs which will be due and payable from THE TOWN to THE COUNTY for the provision of services under this Agreement for FY2020.