

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: JANUARY 28, 2013 AGENDA ITEM NUMBER: 7

SUBJECT: RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN AMENDMENT TO THE COMMUNITY ORIENTED POLICING SERVICES SECURE OUR SCHOOLS INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY, THE CITY OF WINSTON-SALEM, THE TOWN OF KERNERSVILLE AND THE WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

See attached

ATTACHMENTS: YES NO

SIGNATURE: *J. Dudley Cotton, Jr.* DATE: January 17, 2013
COUNTY MANAGER

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN AMENDMENT
TO THE COMMUNITY ORIENTED POLICING SERVICES SECURE OUR SCHOOLS
INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY,
THE CITY OF WINSTON-SALEM, THE TOWN OF KERNERSVILLE AND THE
WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION**

WHEREAS, due to delays in executing the grant project to upgrade security camera devices for certain schools in the school system, the Office of Community Oriented Policing Services has approved an extension of the Secure Our Schools grant until August 31, 2013, which also necessitates an amendment to the associated interlocal agreement between Forsyth County, the City of Winston-Salem, the Town of Kernersville and the Winston-Salem/Forsyth County Board of Education, to make it consistent with the terms of the grant.

NOW, THEREFORE, BE IT RESOLVED by the Forsyth County Board of Commissioners that the attached amendment (number two) to the interlocal agreement between Forsyth County, the City of Winston-Salem, the Town of Kernersville and the Winston-Salem/Forsyth County Board of Education to incorporate the extension of the Community Oriented Policing Services Secure Our Schools Grant award 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 amendment (number two) to the grant award and interlocal 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 contract amendment is incorporated herein by reference.

BE IT FURTHER RESOLVED that this resolution ratifying interlocal cooperation between Forsyth County, the City of Winston-Salem, the Town of Kernersville and the Winston-Salem/Forsyth County Board of Education is hereby spread upon the minutes of the Board of Commissioners of Forsyth County.

Adopted this the 28th day of January 2013.

AMENDMENT No. 2
TO
INTERLOCAL AGREEMENT

BETWEEN THE COUNTY OF FORSYTH, NORTH CAROLINA, THE WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION, THE CITY OF WINSTON-SALEM, NORTH CAROLINA AND TOWN OF KERNERSVILLE, NORTH CAROLINA

OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
SECURE OUR SCHOOLS CFDA#16.710
PUBLIC SAFETY PARTNERSHIP AND COMMUNITY POLICING GRANTS

THIS AMENDMENT No. 2 ("Amendment") is made and entered into this 1st day of September, 2012, by and between the COUNTY OF FORSYTH, acting by and through its governing body ("COUNTY"), the Winston Salem/Forsyth County Board of Education ("SCHOOL BOARD"), and the CITY of WINSTON-SALEM, acting by and through its governing body (the "CITY"), and the TOWN of KERNERSVILLE, acting by and through its governing body ("TOWN"), all of FORSYTH COUNTY, State of North Carolina.

WHEREAS, COUNTY, SCHOOL BOARD, CITY AND TOWN entered into an Interlocal agreement July 1, 2010, which Interlocal agreement was amended on July 1, 2011, regarding the application, administration and match sharing for a Department of Justice Community Oriented Policing Services Secure our Schools Grant for the installation of new and replacement camera systems in four High Schools in the amount of \$174,616.50 with a matching requirement of \$174,616.50.

WHEREAS, the parties desire to amend said Agreement as hereinafter set forth due to a grant expiration extension for completion of the grant project.

NOW, THEREFORE, the parties agree as follows:

Section 5 of the Agreement, as amended, is deleted in its entirety and the following substituted therefor:

5. The Agreement shall be effective from the date listed above until and including August 30, 2013.

Except as set forth in this Amendment, the Agreement and Amendment 1 thereto are hereby in all other respects ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be signed by their duly authorized representatives the day and year first written above.

FORSYTH COUNTY, NC

J. Dudley Watts, Jr, County Manager Date

ATTEST:

Clerk to the Board of Commissioners Date

William T. Schatzman 12-27-12

William T. Schatzman, Sheriff Date

APPROVED AS TO FORM AND LEGALITY:

Davida W. Martin, County Attorney Date

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be signed by their duly authorized representatives the day and year first written above.

TOWN OF KERNERSVILLE, NC



Curtis Swisher
Curtis Swisher, Town Manager 12-7-12
Date

ATTEST:
Dale F. Martin 12-7-12
Dale F. Martin, Town Clerk Date

Kenneth W. Gamble 12-7-12
Kenneth W. Gamble, Chief of Police Date

APPROVED AS TO FORM AND LEGALITY:

John G. Wolfe, III
John G. Wolfe, III, Town Attorney 12-12-12
Date

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be signed by their duly authorized representatives the day and year first written above.

WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION

Donny C. Lambeth 11-13-12
Donny C. Lambeth, Chairman Date

ATTEST:
Donald L. Martin, Jr. 11/14/12
Donald L. Martin, Jr, Superintendent Date

APPROVED AS TO FORM AND LEGALITY:
Allison Tomberlin 11/13/12
Allison Tomberlin, General Counsel Date