

## REQUEST FOR BOARD ACTION

### HENDERSON COUNTY BOARD OF COMMISSIONERS

**MEETING DATE:** March 7, 2022

**SUBJECT:** NC Department of Public Safety – Henderson County Sheriff’s Office State Budget Allocation

**PRESENTERS:** Samantha R. Reynolds, Finance Director

**ATTACHMENTS:** Yes

1. Agreement # HENDERSONCO 2021-2023
2. Budget Amendment

#### **SUMMARY OF REQUEST:**

Staff is requesting the Board approve the State Budget allocation for the Henderson County Sheriff’s Office in the amount of \$84,269.66. This allocation has been made as directed by the NC General Assembly pursuant to Session Law 2021-180 (House Bill-105) for expenses incurred in enforcing the law. Staff requests the Board provide authorization to Sheriff Griffin to execute the agreement on behalf of the county. Once approved, the attached agreement will be executed, and funds will be budgeted for in accordance with the agreement.

#### **BOARD ACTION REQUESTED:**

The Board is requested to approve the attached agreement and related budget amendment for the NC Department of Public Safety State Budget Allocation to the Henderson County Sheriff’s Office and provide authorization for Sheriff Griffin to execute.

#### ***Suggested Motion:***

*I move the Board approve the agreement and related budget amendment for the NC Department of Public Safety State Budget Allocation to the Henderson County Sheriff’s Office and provide authorization for Sheriff Griffin to execute.*

**North Carolina Department of Public Safety  
Agreement # HENDERSONCO 2021-2023  
Henderson County Sheriff's Office**

This Agreement is hereby entered into by and between the Department of Public Safety (the "AGENCY") and the Henderson County Sheriff's Office (the "RECIPIENT") (referred to collectively as the "Parties"). The RECIPIENT's federal tax identification number is 566000307.

**1. EFFECTIVE TERM**

This agreement shall be effective starting November 18, 2021 and this agreement shall terminate on June 30, 2023.

**2. RECIPIENT'S DUTIES**

The RECIPIENT shall provide the services as described below:

The RECIPIENT is authorized to use funds by this agreement for expense incurred in enforcing the law as directed by the NC General Assembly in Session Law 2021-180 (House Bill-105).

The RECIPIENT's scope of work is a complete and concise scope of goods or services supported by this agreement and consistent with language in Session Law 2021-180.

The RECIPIENT agrees to use the funds provided to sheriff's office pursuant to Section 19A.3.(c) shall be a supplemental to and shall not supplant local funding for sheriff's office.

The RECIPIENT agrees to use the funds in the amounts allocated for the budget cost items set forth in the RECIPIENT's Budget. RECIPIENT may reallocate and/or redistribute among budgeted items up to 10% in overall budget costs without the express written permission of the AGENCY. RECIPIENT agrees that it will not reallocate and/or redistribute any overall budget costs that will exceed 10% on any annual basis without first obtaining the express authorization of the AGENCY in writing.

The RECIPIENT understands and acknowledges that total funding level available under this agreement will not exceed \$84,269.66. Attachment A provides scope of work and payment amounts to be paid to RECIPIENT. RECIPIENT agrees to complete all sections of the Quarterly or Periodic Status Report & Accounting (Attachment B) following each quarter, and provide all supporting documentation when the quarterly Accounting is submitted.

The RECIPIENT shall provide the following: W-9/Electronic Payment/Vendor Verification form (09 NCAC 03M.002), Conflict of Interest Statement (N.C.G.S. 143C- 6-23.(b)). and No Overdue Tax Debt Certification (N.C.G.S. 143C-6-23.(c)) to the Agency.

Pursuant to N.C.G.S 143C-6- 8, the RECIPIENT understands and agrees that agreement funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, the AGENCY will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.

Directed grants to nonprofit organizations are for nonsectarian, nonreligious purposes only (S.L. 2021-180, Sec. 5.2 (b)5). State funds for any one employee of a nonprofit are capped at \$120,000.00 (S.L. 2021-180, Sec. 5.3). Funds shall not revert until June 30, 2023 (S.L. 2021-180, Sec. 5.2).

The RECIPIENT understands and acknowledges required compliance with all statutory provisions outlined in N.C.G.S. 143C-6-22 Use of State funds by non-State and 09 NCAC 03M .0205, Minimum Reporting Requirements for Recipients and Subrecipients.

### **AGENCY'S DUTIES & PAYMENT PROVISIONS**

The AGENCY shall ensure that funds allocated and disbursed per State Budget Director, Charles Perusse, comply with the intent and guidance from the Office of State Budget & Management and ensure compliance with related state statutes and financial management standards.

The AGENCY shall pay the RECIPIENT a total not to exceed \$84,269.66. The appropriation shall be distributed in one payment from North Carolina General Fund for \$84,269.66 and submit to the AGENCY all required documentation. Once the AGENCY is satisfied that the RECIPIENT has provided all the required documentation, the requested distributions can be processed for payment. The distributions of funds will be coded to 536613 1100-1170.

### **3. QUARTERLY STATUS REPORTING**

The RECIPIENT agrees to provide quarterly, or 90-day project status reports to be sent electronically from the RECIPIENT to the AGENCY and shall at a minimum include:

- a. Period stating beginning balance of the Project Fund.
  - i. Total expenses disbursed (aggregate totals) by the following project uses:
    - a. Employee Expenses (e.g program related staffing).
    - b. Service and Contract expenses (e.g. utilities, telephone, data, lease related expenses).
    - c. Goods (e.g. supplies and equipment) expenses.
    - d. Administration Expenses (e.g overhead & project management).
    - e. Other expenses (e.g. related charges not assigned above and described by recipient).
  - ii. Period ending balance of the RECIPIENT funding disbursed pursuant to this agreement.
  - iii. A descriptive summary of how the funds were used including outcomes and specific deliverables or accomplishments to date

ATTACHMENT B is a copy of the quarterly status tracking report.

- b. Quarterly project status reports shall be emailed to Nancy Gemma; [nancy.gemma@ncdps.gov](mailto:nancy.gemma@ncdps.gov)

### **4. FUNDS MANAGEMENT**

The RECIPIENT agrees that funds paid through this contract shall be accounted for in a separate fund and accounting structure within the RECIPIENT's central accounting and grant management system. The RECIPIENT agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 3 above. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this Contract. If eligible, the Recipient and all subrecipients shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

## 5. AGREEMENT ADMINISTRATORS

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

For the AGENCY	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Tara Williams-Brown, Controller NC Department of Public Safety 4220 Mail Service Center Raleigh, NC 27699-4220  Telephone: 919-324-1409 Fax: 919-324-6240 Email: <a href="mailto:tara.williams-brown@ncdps.gov">tara.williams-brown@ncdps.gov</a>	Tara Williams-Brown, Controller NC Department of Public Safety 2020 Yonkers Road Raleigh, NC 27604  Telephone: 919-324-1409 Fax: 919-324-6240 Email: <a href="mailto:tara.williams-brown@ncdps.gov">tara.williams-brown@ncdps.gov</a>

For the RECIPIENT	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Samantha Reynolds, Finance Officer John Mitchell, County Manager Henderson County 113 N. Main St. Hendersonville, NC 28792  Telephone: (828) 697-4821 Fax: 828-692-9855 Email: <a href="mailto:sreynolds@hendersoncountync.org">sreynolds@hendersoncountync.org</a> <a href="mailto:jmitchell@hendersoncountync.org">jmitchell@hendersoncountync.org</a>	

## 6. MONITORING AND AUDITING

The RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents and facilities of the RECIPIENT are subject to being audited, inspected and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide AGENCY staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

The RECIPIENT acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed in N.C.G.S. 159-34, Local Government Finance Act – Annual Independent

Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the RECIPIENT and are subject to change.

## **7. TAXES**

The RECIPIENT shall be considered to be an independent RECIPIENT and as such shall be responsible for all taxes. The RECIPIENT agrees to provide the AGENCY with the RECIPIENT'S correct taxpayer identification number upon the execution of this Agreement. The RECIPIENT agrees that failure to provide the AGENCY with a correct taxpayer identification number authorizes the AGENCY to withhold any amount due and payable under this Agreement.

## **8. SITUS**

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

## **9. SUBCONTRACTING AND ASSIGNMENT**

The RECIPIENT agrees that by assigning or subcontracting any work related to the contract to a subcontractor or SUB-RECIPIENT, that such entities shall comply with the following:

- (a) The RECIPIENT or SUB-RECIPIENT is not relieved of any of the duties and responsibilities of the original contract; and
- (b) The SUB-RECIPIENT agrees to abide by the standards contained in this contract and to shall provide all information to allow the RECIPIENT to comply with these standards.

RECIPIENT agrees that all SUB-RECIPIENTS to this agreement shall comply with the following provisions of the North Carolina Administrative Code: "09 NCAC 03M .0203 SUB-RECIPIENT RESPONSIBILITIES."

## **10. ADVERTISING**

RECIPIENT agrees not to use the existence of this contract, the name of the AGENCY, the or the name of the State of North Carolina as part of any commercial advertising, without prior written approval of the AGENCY.

## **11. COMPLIANCE WITH LAW**

The RECIPIENT shall remain an independent RECIPIENT and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The RECIPIENT represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the AGENCY. The RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of his business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

The Recipient acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200. The Recipient further acknowledges and agrees that, if it grants any of the grant funds awarded hereunder to one or more sub-recipients or sub-sub-recipients, the Recipient shall, by contract, ensure that said cost principles are made applicable to and binding upon any and all such sub-recipients, sub-sub-recipients, etc. in their handling, use and expenditure of the funds awarded to the Recipient hereunder.

**12. TERMINATION OF AGREEMENT**

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the AGENCY.

**13. AMENDMENTS**

This Agreement may be amended in writing which documents approval of changes by both the AGENCY and the RECIPIENT.

**14. AGREEMENT CLOSE-OUT PROCESS**

The RECIPIENT agrees to submit to the AGENCY a complete performance and expenditure status report (final report) within ninety (90) days after expiration of this agreement June 30, 2023:

- 1) A complete accounting of how the appropriated funds were used;
- 2) A complete performance status report; and
- 3) A Certification stating the funds were used for the purpose appropriated (AGENCY will supply template).

The above noted reports shall include RECIPIENT and SUB-RECIPIENT reporting information related to the above noted quantitative results and accomplishments. RECIPIENT and any SUB-RECIPIENTS agree that all program activity results information reported shall be subject to review and authentication as described in Paragraph 7 and RECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by the AGENCY, as the AGENCY executes any audit internal audit responsibilities.

RECIPIENT will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the AGENCY, the RECIPIENT will receive official notification of agreement close-out. The letter will inform the RECIPIENT that the AGENCY is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

**15. AUTHORIZED SIGNATURE WARRANTY**

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. **In Witness Whereof**, the RECIPIENT and the AGENCY have executed this Agreement in duplicate originals, with one original being retained by each party.

**HENDERSON COUNTY**

_____ Signature	_____ Date
Samantha Reynolds	Finance Officer
_____ Printed Name	_____ Title

**NC DEPARTMENT OF PUBLIC SAFETY**

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Signature

Date

Tara Williams-Brown

Controller

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Printed Name

Title

**LINE-ITEM TRANSFER REQUEST  
HENDERSON COUNTY**



**Department:** HC SHERIFF'S OFFICE

Please make the following line-item transfers:

**What expense line-item is to be increased?**

Account	Line-Item Description	Amount
115431-569931-9035	HCSO NCDPS - UNALLOCATED FUNDING	\$84,270
		\$84,270

**What expense line-item is to be decreased? Or what additional revenue is now expected?**

Account	Line-Item Description	Amount
114431-454029-9035	HCSO NCDPS - STATE BUDGET ALLOCATION	\$84,270
		\$84,270

**Justification:** Please provide a brief justification for this line-item transfer request.  
 TO BUDGET FOR A STATE ALLOCATION OF FUNDS FOR THE HCSO THROUGH THE NC DEPARTMENT OF PUBLIC SAFETY FOR EXPENSES  
 "INCURRED IN ENFORCING THE LAW." BOC APPROVED ON 3.7.2022. \$0

\_\_\_\_\_  
Authorized by Department Head Date

\_\_\_\_\_  
Authorized by Budget Office Date

\_\_\_\_\_  
Authorized by County Manager Date

For Budget Use Only	
Batch #	_____
BA #	_____
Batch Date	_____