

FORSYTH COUNTY
BOARD OF COMMISSIONERS

**BRIEFING
DRAFT**

MEETING DATE: MARCH 4, 2021

AGENDA ITEM NUMBER: 10

SUBJECT:

RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY, ON BEHALF OF THE FORSYTH COUNTY SHERIFF'S OFFICE, AND DAVIDSON COUNTY FOR THE PROVISION OF DIGITAL FORENSIC SERVICES (FORSYTH COUNTY SHERIFF'S OFFICE)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:

SUMMARY OF INFORMATION:

The attached Resolution authorizes the execution of an Interlocal Agreement for the Sheriff's Office to receive digital forensic services from Davidson County using specialty equipment owned and operated by the Davidson County Sheriff's Office.

For a fee of \$100 each, the Davidson County Sheriff's Office will forensically analyze electronic devices for the Forsyth County Sheriff's Office, Criminal Investigations Division, as well as provide required testimony, also at a cost of \$100 each. The cost of the services is not to exceed \$3,000 annually. The Sheriff's Office FY 2020-2021 agency operating budget contains sufficient funds for this estimated cost.

The Interlocal Agreement covers a term beginning January 28, 2021, and expiring on June 30, 2025, unless terminated with 30 days' written notice by either party.

ATTACHMENTS: YES NO

SIGNATURE: _____

DATE: _____

COUNTY MANAGER

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL
AGREEMENT BETWEEN FORSYTH COUNTY, ON BEHALF OF THE FORSYTH
COUNTY SHERIFF'S OFFICE, AND DAVIDSON COUNTY FOR THE PROVISION OF
DIGITAL FORENSIC SERVICES
(FORSYTH COUNTY SHERIFF'S OFFICE)**

WHEREAS the Davidson County Sheriff's Department operates a crime laboratory performing digital forensics examinations, including imaging, acquisition and analysis of digital media, as well as providing testimony at any necessary criminal hearings;

WHEREAS the Forsyth County Sheriff's Office desires to enter into an agreement with Davidson County to provide digital forensic services on seized telephones during criminal investigations, and related testimony at criminal hearings; and

WHEREAS in exchange for services by the Davidson County Sheriff's Department, the Forsyth County Sheriff's Office will pay \$100 for each forensic examination with an additional \$100 each for testimony before any court, necessary to qualify the results of its examination;

NOW, THEREFORE, BE IT RESOLVED, by the Forsyth County Board of Commissioners that the attached Interlocal Agreement between Forsyth County, on behalf of the Forsyth County Sheriff's Office, and Davidson County, on behalf of the Davidson County Sheriff's Department, for digital forensic services in an amount not to exceed \$3,000 annually, 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; and

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

Adopted this the 4th day of March, 2021.

NORTH CAROLINA)
)
COUNTY OF DAVIDSON)

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT, made and entered this ___ day of August 2020 by and between Davidson County, a body politic, corporate in nature, or governmental agency existing by virtue of the laws of the State of North Carolina in Davidson County, North Carolina, party of the first part on behalf the Office of the Sheriff of Davidson County, hereinafter referred to as "Davidson County Sheriff's Department" and Forsyth County, a body politic, corporate in nature, existing by virtue of the laws of the State of North Carolina, in Forsyth County North Carolina, party of the second part on behalf of the Office of the Sheriff of Forsyth County, hereinafter referred to as "Forsyth County Sheriff's Office";

WITNESSETH:

WHEREAS, Sheriff's Department desires to enter into an agreement with the Forsyth Sheriff's Office to provide for services of its crime laboratory facility, in particular for digital forensic services on seized telephones during criminal investigations; and

WHEREAS, as a part of this working relationship, Davidson County Sheriff's employees will perform digital forensics including the seizure, forensic imaging, and acquisition and analysis of digital media and if necessary to testify at any necessary criminal hearing; and

WHEREAS, in exchange for Davidson County Sheriff's Department's services, Forsyth Sheriff's Office, will pay \$100 within thirty (30) days of receiving an invoice for its testing services with an additional \$100 if testimony before any court is necessary to qualify the results of its examination; and

WHEREAS, the parties wish to reduce the terms of their agreement to writing, which contains all of the terms and conditions therein; and the parties have read this Interlocal Agreement and have reviewed same, and acknowledge that they have had ample opportunity to read and review this instrument.

NOW, THEREFORE, TO THAT END, and in consideration of mutual covenants and agreements contained hereinafter, for the purposes set forth above, the parties do hereby mutually agree as follows:

1. Davidson County Sheriff's Department's Duties and Obligations:

- a. Operate a forensic laboratory that will perform digital forensics, including the seizure, imaging and acquisition and analysis of digital media for the Forsyth County Sheriff's Office upon receipt of submitted devices;
- b. Maintain a chain of custody log for each device submitted, listing who has possession of the device at all times, and provide such log to Forsyth County;
- c. Perform services at the equivalent level of the same work performed by the North Carolina State Crime Laboratory;
- d. If necessary supply expert testimony at any necessary trial level to qualify and explain its work on the digital evidence;
- e. Use reasonable efforts not to damage any device.

2. Forsyth Sheriff's Office's Duties and Obligations:

- a. Provide seized electronic device for Davidson County Sheriff's Department to perform necessary action;
- b. Provide a contact person for Davidson County Sheriff's Department to keep informed as to the status of the case and who will act as liaison with the prosecuting attorney's office regarding inquiries and trial dates;
- c. Respond to the invoice sent for services rendered (\$100 per examination), and;
- d. Pay \$100 per expert witness fee within thirty (30) days of its submission for payment.
- e. Forsyth County and the Forsyth County Sheriff's Office shall pay all such bills within the following 30 days provided all elements of the Agreement are satisfactorily met. Total payments under this contract are not to exceed \$3,000.00 annually during the term of this Agreement.

3. Termination: Upon 30 days' written notice, either party may terminate this agreement, provided that this agreement shall terminate no later than June 30, 2025.

4. Modification: This Agreement may only be modified in writing and signed by both parties, specifically, by the County Managers or other authorized County officials.

5. Notice:

Office of the Davidson County
Sheriff's Department
PO Box 1067
Lexington, NC 27293

Forsyth County
Sheriff's Office
301 N. Church Street
Winston-Salem, NC 27101

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in their respective names, and have sealed the same, on the date and year first above written, by person duly authorized.

Davidson County, North Carolina

Forsyth County, North Carolina

By: _____

By: _____

Karen Watford, Chairperson
Board of Commissioners

David Plyler, Chairman
Board of Commissioners

Attest:

Attest:

Deborah J. Harris
Clerk to the Board

Ashleigh Sloop,
Clerk to the Board

[SEAL]

[SEAL]