

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: AUGUST 27, 2020

AGENDA ITEM NUMBER: 11

SUBJECT: RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN AMENDMENT TO AN INTERLOCAL AGREEMENT WITH THE TOWN OF WALKERTOWN TO PROVIDE FIRE INSPECTION SERVICES

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

On May 21, 2020, the Forsyth County Board of Commissioners approved a \$37,194 Interlocal Agreement with the Town of Walkertown for County Emergency Services Fire Division to provide Inspection Services in the Town limits. Subsequent to approval of this Interlocal Agreement, the Town of Walkertown agreed to a separate \$7,500 interlocal agreement with the Town of Kernersville to provide Inspection Services in a part of Walkertown in which Kernersville already provides Fire Services.

This agenda item amends the County's original proposal to the Town of Walkertown down to \$26,694 in recognition of their \$7,500 agreement with the Town of Kernersville to provide Inspection Services in part of Walkertown.

ATTACHMENTS: YES NO

SIGNATURE: *J. Dudley Watts, Jr. /AMS* DATE: August 25, 2020
COUNTY MANAGER

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN
AMENDMENT TO AN INTERLOCAL AGREEMENT WITH THE TOWN OF
WALKERTOWN TO PROVIDE FIRE INSPECTION SERVICES**

WHEREAS N.C.G.S. § 160A-461 provides that any unit of local government in this State and any other unit of local government in this State may enter into contracts or agreements with each other to execute any undertaking;

WHEREAS on May 21, 2020, the Forsyth County Board of Commissioners authorized execution of an Interlocal Agreement with the Town of Walkertown for services to include Residential Building Fire Inspections, Commercial Building Fire Inspections, Construction and Permit Fire Inspections, and Arson Investigations (collectively “Inspection Services,,);

WHEREAS subsequent to the May 21, 2020, Interlocal Agreement proposal to the Town of Walkertown, a separate interlocal agreement was negotiated between the Town of Walkertown and the Town of Kernersville for the Town of Kernersville to provide Inspection Services in part of Walkertown served by the Town of Kernersville Fire Rescue Department for Seven Thousand Five Hundred Dollars (\$7,500);

WHEREAS the Town of Walkertown has indicated that it desires to enter into an Interlocal Agreement with Forsyth County for the provision of Inspection Services within the Town of Walkertown for areas not served by the Town of Kernersville; and

WHEREAS the Town of Walkertown will pay \$29,694 to Forsyth County for Inspection Services which is the equivalent of the May 21, 2020, Forsyth County Interlocal Agreement proposal to the Town of Walkertown (\$37,194) less the Town of Walkertown’s Inspection Services interlocal agreement amount with the Town of Kernersville (\$7,500);

NOW, THEREFORE, BE IT RESOLVED, by the Forsyth County Board of Commissioners that the Chairman or County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, an Interlocal Agreement with the Town of Walkertown in the amount of \$29,694, for Forsyth County to provide Inspection Services within the Town, in substantially the same form as the attached agreement, which is incorporated herein by reference, 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; and

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 27th day of August 2020.

NORTH CAROLINA)
)
FORSYTH COUNTY)

AGREEMENT

THIS INTERLOCAL AGREEMENT, made and entered into this the 1st day of July, 2020, by and between FORSYTH COUNTY, hereinafter referred to as the “County,, and THE TOWN OF WALKERTOWN, hereinafter referred to as the “Town,,;

WITNESSETH:

WHEREAS N.C.G.S. §160A-461 provides that any unit of local government in this State and any other unit of local government in this State may enter into contracts or agreements with each other to execute any undertaking;

WHEREAS N.C.G.S. §160A-461 requires that such contracts and agreements “shall be of reasonable duration, as determined by participating units,,;

WHEREAS Section 2 of the 1984 Interlocal Agreement between the County and the Town has no defined duration and has been deemed no longer of reasonable duration and needing clarification;

WHEREAS N.C.G.S. §160A-461 authorizes the County to contract for and subsequently provide to the Town the following services: Residential Building Fire Inspections, Commercial Building Fire Inspections, Construction & Permit Fire Inspections, and Arson Investigations, hereinafter referred to as “Inspection Services,,;

WHEREAS, under the terms of this agreement, the County will provide Inspection Services within the municipal boundaries of the Town, with the exception of areas served by the Town of Kernersville Fire Rescue Department;

NOW, THEREFORE, in consideration of the premises and of other good and valuable considerations, the parties hereto contract and agree as follows:

1. The County agrees that it will provide Inspection Services to the Town beginning July 1, 2020, for areas within the municipal limits of the Town, with the exception that the County shall not serve areas in or around West Mountain Street that are served by the Town of Kernersville Fire Rescue Department.
2. The Town agrees to pay the County \$29,694 for the fiscal year ending June 30, 2021. The fee shall increase 2% in each subsequent fiscal year. The Town shall pay the County quarterly payments to be made no later than 15 days after the beginning of each quarter.
3. The County shall furnish adequate Inspection Services in accordance with Inspection Services provided in Tax Districts and shall provide the equipment, personnel, and all other resources necessary for furnishing Inspection Services. The services shall be in accordance with standards set forth by the Forsyth County Fire Marshal and the North Carolina Department of Insurance.
4. Forsyth County shall retain any ancillary fees received from inspected entities for Inspection Services rendered during the course of the Agreement.
5. This Interlocal Agreement for Inspection Services can be terminated by either party upon a 180-day notice from either party.
6. This agreement shall become effective July 1, 2020, and shall continue from fiscal year to fiscal year, and notwithstanding anything to the contrary herein, shall terminate no later than June 30, 2025.
7. Notice. All notices permitted or required to be given by one party to the other party shall be addressed and delivered in writing as follows:

For the County:
J. Dudley Watts, Forsyth County Manager
Forsyth County Government Center
201 N. Chestnut Street
Winston-Salem, NC 27101

For the Town:
Scott Snow, Town Manager
PO Box 39
5177 Main Street
Walkertown, NC 27051

8. This Agreement shall be governed by the laws of the North Carolina, except that provisions regarding conflict of laws shall not apply. The venue for any legal proceeding shall be in Forsyth County, North Carolina. This Agreement shall supersede all prior agreements between the parties relating to Inspection Services, and the County has no obligation, outside of the services contracted for in this Agreement, to provide any fire services or Inspection Services to the Town. No action or failure to act by the County shall constitute a waiver of any of its rights or remedies or as approval or acquiescence in a breach thereunder, except as may be specifically agreed in writing. This agreement is intended for the benefit of the County and the Town. If any provision of this Agreement shall be unenforceable, the remainder of the Agreement shall be enforceable to the extent allowed by law.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by the Chairman of the Board of County Commissioners, attested by the Clerk to the Board of County Commissioners, and the County Seal affixed thereto; and the Town has caused this instrument to be signed in its name by its Mayor, attested by its Secretary, and its municipal seal hereto affixed, all by authorization of its Town Councilmembers duly given.

FORSYTH COUNTY

Attest:

By: _____
Chairman-Board of Commissioners

Clerk to the Board

(SEAL)

TOWN OF WALKERTOWN

Attest:

By: _____
Mayor

Secretary

(SEAL)