

FORSYTH COUNTY
BOARD OF COMMISSIONERS

**BRIEFING
DRAFT**

MEETING DATE: JUNE 18, 2020

AGENDA ITEM NUMBER: 7 A-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:

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 law enforcement services within each of the municipalities.

Clemmons- the Interlocal agreement provides one (1) Sergeant, two (2) corporals, one (1) Investigator and eleven (11) Deputy Sheriffs from July 1, 2020 through June 30, 2023. The agreement also provides that the Village of Clemmons reimburses the County for actual expenses, including administrative costs and vehicle replacement costs, except a pro-rated personnel cost amount for a new corporal position whose County funding ends September 31, 2020 and 50% of salaries and benefits for a new deputy position added January 1, 2020 whose County funding ends December 31, 2022. (\$1,594,920-estimated first year cost).

Rural Hall- the Interlocal agreement provides for two (2) Deputy Sheriffs from July 1, 2020 through June 30, 2023. The agreement also provides that the Town of Rural Hall reimburses the County for actual expenses, including administrative costs and vehicle replacement costs (\$197,140-estimated first year cost).

Walkertown- the Interlocal agreement provides for one (1) Deputy Sheriff from July 1, 2020 through June 30, 2023. The agreement also provides that the Town of Walkertown reimburses the County for actual expenses, including administrative costs and vehicle replacement costs (\$107,360-estimated first year cost).

Lewisville- the Interlocal agreement provides for one (1) Sergeant and five (5) Deputy Sheriffs from July 1, 2020 through June 30, 2023. The agreement also provides that the Town of Lewisville reimburses the

County for actual expenses, including administrative costs and vehicle replacement costs (\$630,700-estimated first year cost).

ATTACHMENTS: YES NO

SIGNATURE: _____ DATE: _____

COUNTY MANAGER

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)

WHEREAS under Article 20 of Chapter 160A of the North Carolina General Statutes, municipalities and counties are authorized to enter into interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina; and

WHEREAS the Village of Clemmons desires to have Forsyth County, acting through the Forsyth County Sheriff's Office, provide fifteen law enforcement officers assigned to keep the peace, enforce the criminal laws of the State of North Carolina and criminal ordinances of the Village, and maintain order in the Village;

WHEREAS the proposed agreement provides that the County's costs in providing such law enforcement services be reconciled each year so that the Village will pay the County the actual amount for providing such services; and

WHEREAS the Forsyth County Budget and Management Department will reconcile all of the County's costs in providing the Village such services at the end of each fiscal year, and the Village agrees to pay the actual amount of such costs, which may be greater than or less than the estimated amount set forth herein;

NOW, THEREFORE, 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 fifteen (15) 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, 2020, through June 30, 2023, 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 \$1,594,920, with the Village paying the actual costs as reconciled by the County Budget and Management Department, 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 an agreement substantially similar to 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;

BE IT FURTHER RESOLVED, that the County Manager is hereby authorized to execute amendments to this agreement, within budgeted amounts, 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; and

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 18th day of June 2020.

NORTH CAROLINA)
)
FORSYTH COUNTY)

INTERLOCAL AGREEMENT

This **INTERLOCAL AGREEMENT** dated and effective as of July 1, 2020 (this "Agreement"), between Forsyth County, North Carolina, a political subdivision of the State of North Carolina (the "County") and the Village of Clemmons, North Carolina, a municipal corporation organized under the laws of the State of North Carolina (the "Village");

WITNESSETH

WHEREAS under Article 20 of Chapter 160A of the North Carolina General Statutes, municipalities and counties are authorized to enter into interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina; and

WHEREAS the Village desires to have the County, acting through the Forsyth County Sheriff's Office, provide law enforcement officers assigned to keep the peace, enforce the criminal laws of the State of North Carolina and criminal ordinances of the Village, and maintain order in the Village;

NOW, THEREFORE, the parties hereto agree as follows:

1. Service. The County shall provide the Village with Forsyth County Sheriff's Office deputies and staff assigned by the Sheriff to the Village ("Assigned Deputies") as set forth in Exhibit A. Assigned Deputies shall perform law enforcement duties within the Village, patrolling the Village, answering calls for service, conducting general security checks, providing information and education to the public, interacting with residents and visitors, and performing other duties associated with community policing within the Village. Any additional services requested by the Village may not take place unless approved in writing by the Sheriff prior to such service beginning.

2. Scope of Service. Assigned Deputies shall serve the Village on a full-time basis. Notwithstanding anything to the contrary herein, the Assigned Deputies have a duty to provide law enforcement within all of Forsyth County, and circumstances may arise where the Sheriff determines it necessary to reassign temporarily one or more Assigned Deputies from the Village in order to meet such needs or to respond to an emergency or mutual aid request. At all times, the Assigned Deputies shall be employees of the Forsyth County Sheriff's Office and shall be under the control of, and subject to, the Sheriff. Assigned Deputies shall not be employees of the Village or subject to the control of the Village.

3. Term. This agreement shall commence July 1, 2020, and terminate June 30, 2023, unless terminated earlier. Each year of service shall begin on July 1 and end

on June 30 of the subsequent year. Either party may terminate this Agreement by providing 90-days' written notice to the other party.

4. Consideration. The Village shall reimburse the County for the cost of all Services provided by the County on a quarterly basis. Such costs shall include, but not be limited to, all categories of costs set forth in Exhibit B.

5. Payment Due Date. Within 30 days of the end of each quarter, the Village shall pay the County for Services for the prior quarter. For the first three quarters of each year of service, the Village shall pay one-quarter of the estimated annual cost of service, as set forth in Exhibit B for the first year of service, and as shall be set forth in Exhibit C for the second year of service and Exhibit D for the third year of service. For the final quarter of each year, the County shall reconcile all costs actually incurred by the County to provide Services to the Village and shall send an invoice to the Village for the balance due. The Village shall pay the County within 30 days of the date of the invoice. The Village's obligation to pay this final invoice shall survive termination of this agreement. In the event of a termination of this agreement before the expiration of the annual term, the County shall prepare an invoice with a reconciliation of all costs incurred as of the termination date, and the Village shall reimburse the County for such costs within 30 days of the date of the invoice from the County. Notwithstanding anything to the contrary herein, the Village shall pay the County the full amount listed in Exhibits B, C, or D under "Claims" for each year of service, and the County shall not reconcile this amount with the actual County costs for worker's compensation, disability, litigation, damages, or other costs attributable to or caused by an Assigned Deputy.

6. Estimate Annual Cost of Service. Exhibit B is the estimated cost of service for the year of service ending June 30, 2021. By March 31, 2021, the County shall provide the Village with Exhibit C, the cost of service for the second year of service, and by March 31, 2022, the County shall provide the Village with Exhibit D, the cost of service for the third year of service.

7. Insurance. The County shall provide professional liability coverage for Assigned Deputies.

8. Amendment. This Agreement may be amended in writing by the Village and the County.

9. Severability. If any section of this Agreement is deemed to be illegal or otherwise unenforceable, it is the intent of the parties hereto that all other provisions of this Agreement shall remain in full force and effect.

10. Governing Law. This Agreement is to be governed by and interpreted in accordance with the laws of the State of North Carolina, with the exception that conflicts of laws provisions shall not apply.

11. 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, Jr.
Forsyth County Manager
201 North Chestnut Street
Winston-Salem, NC 27101

With Copy to:

Randy C. Hunsucker
Forsyth County Sheriff's Office Business Manager
301 North Church Street
Winston-Salem, NC 27101

For the Village:

Scott Buffkin
Village of Clemmons Village Manager
3715 Clemmons Road
Clemmons, NC 27012

12. Execution in Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which constitutes a completed document.

13. Exhibits. Exhibits A and B, attached hereto, are incorporated herein by reference. Exhibit C, the estimated cost of service for the second year of service, and Exhibit D, the estimated cost of service for the third year of service, shall also become incorporated herein by reference by July 1, 2021, and July 1, 2022, respectively. Exhibits C and D shall be provided to the Village at least 90 days in advance of the applicable year of service.

IN WITNESS WHEREOF, the Mayor of the Village and the Chairman of the Forsyth County Board of Commissioners have each executed this Interlocal Agreement to evidence the agreement of the parties hereto and the Village Clerk and the Clerk to the Board of County Commissioners have affixed the seal of the Village and the County, as applicable, to this Interlocal Agreement.

Village of Clemmons, North Carolina

Forsyth County, North Carolina

By: _____
John Wait, Mayor

By: _____
David Plyler, Chairman

Attest:

Attest:

Lisa Short, Village Clerk

Ashleigh Sloop,
Clerk to the Forsyth County
Board of Commissioners

[SEAL]

[SEAL]

EXHIBIT A

ASSIGNED DEPUTIES

Pos #	Position Title	Wrk Wk	Yrly Hrs
1017	Deputy Sheriff II	42.50	2,210.0 0
1018	Deputy Sheriff II	42.50	2,210.0 0
1232	Deputy Sheriff I	42.88	2,229.7 6
1236	Deputy Sheriff I	42.88	2,229.7 6
1492	Corporal	42.88	2,229.7 6
1623	Deputy Sheriff I	42.50	2,210.0 0
8042	Deputy Sheriff I	42.88	2,229.7 6
8049	Deputy Sheriff I	42.88	2,229.7 6
8113	Deputy Sheriff I	42.88	2,229.7 6
8167	Deputy Sheriff I	42.50	2,210.0 0
8170	Corporal	42.88	2,229.7 6
8557	Deputy Sheriff I	42.88	2,229.7 6
9005	Deputy Sheriff II/"Investigator"	42.50	2,210.0 0
9501	Deputy Sheriff II	42.88	2,229.7 6
9526	Sergeant	42.50	2,210.0 0
	Total: 15 positions		

**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)**

WHEREAS under Article 20 of Chapter 160A of the North Carolina General Statutes, municipalities and counties are authorized to enter into interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina; and

WHEREAS the Town of Lewisville desires to have Forsyth County, acting through the Forsyth County Sheriff's Office, provide six law enforcement officers assigned to keep the peace, enforce the criminal laws of the State of North Carolina and criminal ordinances of the Town, and maintain order in the Town;

WHEREAS the proposed agreement provides that the County's costs in providing such law enforcement services be reconciled each year so that the Town will pay the County the actual amount for providing such services; and

WHEREAS the Forsyth County Budget and Management Department will reconcile all of the County's costs in providing the Town such services at the end of each fiscal year, and the Town agrees to pay the actual amount of such costs, which may be greater than or less than the estimated amount set forth herein;

NOW, THEREFORE, 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, 2020, through June 30, 2023, 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 \$630,700, with the Town paying the actual costs as reconciled by the County Budget and Management Department, 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 an agreement substantially similar to 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;

BE IT FURTHER RESOLVED, that the County Manager is hereby authorized to execute amendments to this agreement, within budgeted amounts, 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; and

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 18th day of June 2020.

NORTH CAROLINA)
)
FORSYTH COUNTY)

INTERLOCAL AGREEMENT

This **INTERLOCAL AGREEMENT** dated and effective as of July 1, 2020 (this "Agreement"), between Forsyth County, North Carolina, a political subdivision of the State of North Carolina (the "County") and the Town of Lewisville, North Carolina, a municipal corporation organized under the laws of the State of North Carolina (the "Town");

WITNESSETH

WHEREAS under Article 20 of Chapter 160A of the North Carolina General Statutes, municipalities and counties are authorized to enter into interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina; and

WHEREAS the Town desires to have the County, acting through the Forsyth County Sheriff's Office, provide law enforcement officers assigned to keep the peace, enforce the criminal laws of the State of North Carolina and criminal ordinances of the Town, and maintain order in the Town;

NOW, THEREFORE, the parties hereto agree as follows:

1. **Service.** The County shall provide the Town with Forsyth County Sheriff's Office deputies and staff assigned by the Sheriff to the Town ("Assigned Deputies") as set forth in Exhibit A. Assigned Deputies shall perform law enforcement duties within the Town, patrolling the Town, answering calls for service, conducting general security checks, providing information and education to the public, interacting with residents and visitors, and performing other duties associated with community policing within the Town. Any additional services requested by the Town may not take place unless approved in writing by the Sheriff prior to such service beginning.

2. **Scope of Service.** Assigned Deputies shall serve the Town on a full-time basis. Notwithstanding anything to the contrary herein, the Assigned Deputies have a duty to provide law enforcement within all of Forsyth County, and circumstances may arise where the Sheriff determines it necessary to reassign temporarily one or more Assigned Deputies from the Town in order to meet such needs or to respond to an emergency or mutual aid request. At all times, the Assigned Deputies shall be employees of the Forsyth County Sheriff's Office and shall be under the control of, and subject to, the Sheriff. Assigned Deputies shall not be employees of the Town or subject to the control of the Town.

3. Term. This agreement shall commence July 1, 2020, and terminate June 30, 2023, unless terminated earlier. Each year of service shall begin on July 1 and end on June 30 of the subsequent year. Either party may terminate this Agreement by providing 90-days' written notice to the other party.

4. Consideration. The Town shall reimburse the County for the cost of all Services provided by the County on a quarterly basis. Such costs shall include, but not be limited to, all categories of costs set forth in Exhibit B.

5. Payment Due Date. Within 30 days of the end of each quarter, the Town shall pay the County for Services for the prior quarter. For the first three quarters of each year of service, the Town shall pay one-quarter of the estimated annual cost of service, as set forth in Exhibit B for the first year of service, and as shall be set forth in Exhibit C for the second year of service and Exhibit D for the third year of service. For the final quarter of each year, the County shall reconcile all costs actually incurred by the County to provide Services to the Town and shall send an invoice to the Town for the balance due. The Town shall pay the County within 30 days of the date of the invoice. The Town's obligation to pay this final invoice shall survive termination of this agreement. In the event of a termination of this agreement before the expiration of the annual term, the County shall prepare an invoice with a reconciliation of all costs incurred as of the termination date, and the Town shall reimburse the County for such costs within 30 days of the date of the invoice from the County. Notwithstanding anything to the contrary herein, the Town shall pay the County the full amount listed in Exhibits B, C, or D under "Claims" for each year of service, and the County shall not reconcile this amount with the actual County costs for worker's compensation, disability, litigation, damages, or other costs attributable to or caused by an Assigned Deputy.

6. Annual Cost of Service. Exhibit B is the estimated cost of service for the year of service ending June 30, 2021. By March 31, 2021, the County shall provide the Town with Exhibit C, the estimated cost of service for the second year of service, and by March 31, 2022, the County shall provide the Town with Exhibit D, the estimated cost of service for the third year of service.

7. Insurance. The County shall provide professional liability coverage for Assigned Deputies.

8. Amendment. This Agreement may be amended in writing by the Town and the County.

9. Severability. If any section of this Agreement is deemed to be illegal or otherwise unenforceable, it is the intent of the parties hereto that all other provisions of this Agreement shall remain in full force and effect.

10. Governing Law. This Agreement is to be governed by and interpreted in accordance with the laws of the State of North Carolina, with the exception that conflicts of laws provisions shall not apply.

11. 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, Jr.
Forsyth County Manager
201 North Chestnut Street
Winston-Salem, NC 27101

With Copy to:

Randy C. Hunsucker
Forsyth County Sheriff's Office Department Business Manager
301 North Church Street
Winston-Salem, NC 27101
business@fcsso.us

For the Town:

Hank Perkins
Lewisville Town Manager
6510 Shallowford Road
Lewisville, NC 27023
whperkins@lewisvillenc.net

12. Execution in Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which constitutes a completed document.

13. Exhibits. Exhibits A and B, attached hereto, are incorporated herein by reference. Exhibit C, the estimated cost of service for the second year of service, and Exhibit D, the estimated cost of service for the third year of service, shall also become incorporated herein by reference by July 1, 2021, and July 1, 2022, respectively.

IN WITNESS WHEREOF, the Mayor of the Town and the Chairman of the Forsyth County Board of Commissioners have each executed this Interlocal Agreement to evidence the agreement of the parties hereto and the Town Clerk and the Clerk to the Board of County Commissioners have affixed the seal of the Town and the County, as applicable, to this Interlocal Agreement.

Town of Lewisville, North Carolina

Forsyth County, North Carolina

By: _____
Mike Horn, Mayor

By: _____
David Plyler, Chairman

Attest:

Attest:

Joyce C. McWilliams Walker, Town Clerk

Ashleigh Sloop,
Clerk to the Forsyth County
Board of Commissioners

[SEAL]

[SEAL]

EXHIBIT A

ASSIGNED DEPUTIES

OCA	OCA Description	Pos#	Position Title	Wrk Wk	Yrly Hrs
151012	Lewisville	1121	Deputy Sheriff I	42.88	2,229.76
151012	Lewisville	1237	Deputy Sheriff I	42.88	2,229.76
151012	Lewisville	8168	Sergeant	42.50	2,210.00
151012	Lewisville	9528	Deputy Sheriff II	42.50	2,210.00
151012	Lewisville	9559	Deputy Sheriff I	42.88	2,229.76
151012	Lewisville	9560	Deputy Sheriff I	42.88	2,229.76
Total Count		6			

EXHIBIT B

ESTIMATED ANNUAL COSTS

**TOWN OF LEWISVILLE
ESTIMATED COSTS FOR FY 2020-2021**

DIRECT COSTS	Total Estimated for FY 2020-2021
Salary (1 Sgt. and 5 Deputies)	\$ 293,670
Overtime (Training Related)	\$ 6,920
Standard Fringe Benefits	\$ 121,110
Separation Allowance	\$ 25,560
Law Enforcement 401(k)	\$ 15,030
OPEB	\$ 5,000
Teleprocessing/On-line services	\$ 22,110
Insurance Premiums	\$ 3,000
Training & Conference	\$ -
Office Supplies	\$ 200
Small Equipment/Equip. Repair	\$ 3,020
Uniforms	\$ 3,060
Books, Subscriptions & Media	\$ 300
Operating Supplies	\$ 850
Claims	\$ 4,350
Memberships & Dues	\$ -
Emergency Vehicles	\$ -
Capital Equipment	\$ -
Total Direct Costs	\$ 504,180

INDIRECT COSTS	Total Indirect Costs
Fleet Operating - 6 VEHICLES 111,161 miles @ \$0.43)	\$ 47,800
Fleet Capital Recovery - 6 vehicles (Est. \$26,000 base vehicle; \$15,472 standard equipment; 5 yr life, and; \$4,000 surplus value)	\$ 44,970
Total Indirect Costs	\$ 92,770

ADMINISTRATIVE COSTS	Total Admin Costs
FCSO Administrative Fee	\$ 33,750

TOTAL ANNUAL COST	\$ 630,700
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Payment Due:	October 30, 2020	<u>\$157,675</u>
	January 30, 2021	<u>\$157,675</u>
	April 30, 2021	<u>\$157,675</u>

Final Quarterly Payment due per Section 5.

**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)**

WHEREAS under Article 20 of Chapter 160A of the North Carolina General Statutes, municipalities and counties are authorized to enter into interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina;

WHEREAS the Town of Rural Hall desires to have Forsyth County, acting through the Forsyth County Sheriff's Office, provide two law enforcement officers assigned to keep the peace, enforce the criminal laws of the State of North Carolina and criminal ordinances of the Town, and maintain order in the Town;

WHEREAS the proposed agreement provides that the County's costs in providing such law enforcement services be reconciled each year so that the Town will pay the County the actual amount for providing such services; and

WHEREAS the Forsyth County Budget and Management Department will reconcile all of the County's costs in providing the Town such services at the end of each fiscal year, and the Town agrees to pay the actual amount of such costs, which may be greater than or less than the estimated amount set forth herein;

NOW, THEREFORE, 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 to provide law enforcement services within the corporate boundaries of the Town of Rural Hall for a three-year period from July 1, 2020, through June 30, 2023, 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 \$197,140, with the Town paying the actual costs as reconciled by the County Budget and Management Department, 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 an agreement substantially similar to 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;

BE IT FURTHER RESOLVED, that the County Manager is hereby authorized to execute amendments to this agreement, within budgeted amounts, 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; and

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 18th day of June 2020.

NORTH CAROLINA)
)
FORSYTH COUNTY)

INTERLOCAL AGREEMENT

This **INTERLOCAL AGREEMENT** dated and effective as of July 1, 2020 (this "Agreement"), between Forsyth County, North Carolina, a political subdivision of the State of North Carolina (the "County") and the Town of Rural Hall, North Carolina, a municipal corporation organized under the laws of the State of North Carolina (the "Town");

WITNESSETH

WHEREAS under Article 20 of Chapter 160A of the North Carolina General Statutes, municipalities and counties are authorized to enter into interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina; and

WHEREAS the Town desires to have the County, acting through the Forsyth County Sheriff's Office, provide law enforcement officers assigned to keep the peace, enforce the criminal laws of the State of North Carolina and criminal ordinances of the Town, and maintain order in the Town;

NOW, THEREFORE, the parties hereto agree as follows:

1. Service. The County shall provide the Town with Forsyth County Sheriff's Office deputies and staff assigned by the Sheriff to the Town ("Assigned Deputies") as set forth in Exhibit A. Assigned Deputies shall perform law enforcement duties within the Town, patrolling the Town, answering calls for service, conducting general security checks, providing information and education to the public, interacting with residents and visitors, and performing other duties associated with community policing within the Town. Any additional services requested by the Town may not take place unless approved in writing by the Sheriff prior to such service beginning.

2. Scope of Service. Assigned Deputies shall serve the Town on a full-time basis. Notwithstanding anything to the contrary herein, the Assigned Deputies have a duty to provide law enforcement within all of Forsyth County, and circumstances may arise where the Sheriff determines it necessary to reassign temporarily one or more Assigned Deputies from the Town in order to meet such needs or to respond to an emergency or mutual aid request. At all times, the Assigned Deputies shall be employees of the Forsyth County Sheriff's Office and shall be under the control of, and subject to, the Sheriff. Assigned Deputies shall not be employees of the Town or subject to the control of the Town.

3. Term. This agreement shall commence July 1, 2020, and terminate June 30, 2023, unless terminated earlier. Each year of service shall begin on July 1 and end on June 30 of the subsequent year. Either party may terminate this Agreement by providing 90-days' written notice to the other party.

4. Consideration. The Town shall reimburse the County for the cost of all Services provided by the County on a quarterly basis. Such costs shall include, but not be limited to, all categories of costs set forth in Exhibit B.

5. Payment Due Date. Within 30 days of the end of each quarter, the Town shall pay the County for Services for the prior quarter. For the first three quarters of each year of service, the Town shall pay one-quarter of the estimated annual cost of service, as set forth in Exhibit B for the first year of service, and as shall be set forth in Exhibit C for the second year of service and Exhibit D for the third year of service. For the final quarter of each year, the County shall reconcile all costs actually incurred by the County to provide Services to the Town and shall send an invoice to the Town for the balance due. The Town shall pay the County within 30 days of the date of the invoice. The Town's obligation to pay this final invoice shall survive termination of this agreement. In the event of a termination of this agreement before the expiration of the annual term, the County shall prepare an invoice with a reconciliation of all costs incurred as of the termination date, and the Town shall reimburse the County for such costs within 30 days of the date of the invoice from the County. Notwithstanding anything to the contrary herein, the Town shall pay the County the full amount listed in Exhibits B, C, or D under "Claims" for each year of service, and the County shall not reconcile this amount with the actual County costs for worker's compensation, disability, litigation, damages, or other costs attributable to or caused by an Assigned Deputy.

6. Annual Cost of Service. Exhibit B is the estimated cost of service for the year of service ending June 30, 2021. By March 31, 2021, the County shall provide the Town with Exhibit C, the estimated cost of service for the second year of service, and by March 31, 2022, the County shall provide the Town with Exhibit D, the estimated cost of service for the third year of service.

7. Insurance. The County shall provide professional liability coverage for Assigned Deputies.

8. Amendment. This Agreement may be amended in writing by the Town and the County.

9. Severability. If any section of this Agreement is deemed to be illegal or otherwise unenforceable, it is the intent of the parties hereto that all other provisions of this Agreement shall remain in full force and effect.

10. Governing Law. This Agreement is to be governed by and interpreted in accordance with the laws of the State of North Carolina, with the exception that conflicts of laws provisions shall not apply.

11. 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, Jr.
Forsyth County Manager
201 North Chestnut Street
Winston-Salem, NC 27101

With Copy to:

Randy C. Hunsucker
Forsyth County Sheriff's Office Department Business Manager
301 North Church Street
Winston-Salem, NC 27101
business@fcso.us

For the Town:

Megan M. Garner
Rural Hall Town Manager
423 Bethania-Rural Hall Rd.
P.O. Box 549
Rural Hall, NC 27045
manager@ruralhall.com

12. Execution in Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which constitutes a completed document.

13. Exhibits. Exhibits A and B, attached hereto, are incorporated herein by reference. Exhibit C, the estimated cost of service for the second year of service, and Exhibit D, the estimated cost of service for the third year of service, shall also become incorporated herein by reference by July 1, 2021, and July 1, 2022, respectively.

IN WITNESS WHEREOF, the Mayor of the Town and the Chairman of the Forsyth County Board of Commissioners have each executed this Interlocal Agreement to evidence the agreement of the parties hereto and the Town Clerk and the Clerk to the Board of County Commissioners have affixed the seal of the Town and the County, as applicable, to this Interlocal Agreement.

Town of Rural Hall, North Carolina

Forsyth County, North Carolina

By: _____
Timothy M. Flinchum, Mayor

By: _____
David Plyler, Chairman

Attest:

Attest:

Dora K. Moore, Town Clerk

Ashleigh Sloop,
Clerk to the Forsyth County
Board of Commissioners

[SEAL]

[SEAL]

EXHIBIT A

ASSIGNED DEPUTIES

OCA Description	Pos#	Position Title	Wrk Wk	Yrly Hrs
Rural Hall	1238	Deputy Sheriff I	42.50	2,210.00
Rural Hall	8184	Deputy Sheriff I	42.50	2,210.00
Total Count	2			

EXHIBIT B

ESTIMATED ANNUAL COST

**TOWN OF RURAL HALL
COSTS FY 2020-2021**

DIRECT COSTS	Total for FY 2020-2021
Salary (Deputy X 2)	90,010
Overtime (Training Related)	1,400
Standard Fringe Benefits	36,830
Separation Allowance	7,770
Law Enforcement 401(k)	4,580
OPEB	1,700
Teleprocessing/On-Line Services	6,890
Insurance Premiums	1,000
Training & Conference	-
Office Supplies	100
Small Equipment/Equip. Repair	11,150
Uniforms	1,020
Books, Subscriptions & Media	100
Operating Supplies	400
Claims	1,200
Memberships & Dues	-
Emergency Vehicles	-
Capital Equipment	-
Total Direct Costs	\$ 164,150

INDIRECT COSTS	Total Indirect Costs
Fleet Operating - (2) vehicles (34,593 miles @ \$0.224/mile)	\$ 7,750
Fleet Capital Recovery - 2 vehicles (Est. \$26,000 base vehicle; \$15,472 standard equipment; 5 yr life, and: \$4,000 surplus value)	\$ 14,990
Total Indirect Costs	\$ 22,740

ADMINISTRATIVE COSTS	Total Admin Costs
FCSO Administrative Fee	\$ 10,250

TOTAL ANNUAL COST	\$ 197,140
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Payment Due:	October 30, 2020	\$49,285
	January 30, 2021	\$49,285
	April 30, 2021	\$49,285

Final Quarterly Payment due per Section 5.

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)

WHEREAS under Article 20 of Chapter 160A of the North Carolina General Statutes, municipalities and counties are authorized to enter into interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina; and

WHEREAS the Town of Walkertown desires to have Forsyth County, acting through the Forsyth County Sheriff's Office, provide one law enforcement officer assigned to keep the peace, enforce the criminal laws of the State of North Carolina and criminal ordinances of the Town, and maintain order in the Town;

WHEREAS the proposed agreement provides that the County's costs in providing such law enforcement services be reconciled each year so that the Town will pay the County the actual amount for providing such services; and

WHEREAS the Forsyth County Budget and Management Department will reconcile all of the County's costs in providing the Town such services at the end of each fiscal year, and the Town agrees to pay the actual amount of such costs, which may be greater than or less than the estimated amount set forth herein;

NOW, THEREFORE, 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, 2020, through June 30, 2023, 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 \$107,360, with the Town paying the actual costs as reconciled by the County Budget and Management Department, 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 an agreement substantially similar to 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;

BE IT FURTHER RESOLVED that the County Manager is hereby authorized to execute amendments to this agreement, within budgeted amounts, 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; 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 4th day of June 2020.

NORTH CAROLINA)
)
FORSYTH COUNTY)

INTERLOCAL AGREEMENT

This **INTERLOCAL AGREEMENT** dated and effective as of July 1, 2020 (this "Agreement), between Forsyth County, North Carolina, a political subdivision of the State of North Carolina (the "County") and the Town of Walkertown, North Carolina, a municipal corporation organized under the laws of the State of North Carolina (the "Town");

WITNESSETH

WHEREAS under Article 20 of Chapter 160A of the North Carolina General Statutes, municipalities and counties are authorized to enter into interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina; and

WHEREAS the Town desires to have the County, acting through the Forsyth County Sheriff's Office, provide law enforcement officers assigned to keep the peace, enforce the criminal laws of the State of North Carolina and criminal ordinances of the Town, and maintain order in the Town;

NOW, THEREFORE, the parties hereto agree as follows:

1. Service. The County shall provide the Town with Forsyth County Sheriff's Office deputies and staff assigned by the Sheriff to the Town ("Assigned Deputies") as set forth in Exhibit A. Assigned Deputies shall perform law enforcement duties within the Town, patrolling the Town, answering calls for service, conducting general security checks, providing information and education to the public, interacting with residents and visitors, and performing other duties associated with community policing within the Town. Any additional services requested by the Town may not take place unless approved in writing by the Sheriff prior to such service beginning.

2. Scope of Service. Assigned Deputies shall serve the Town on a full-time basis. Notwithstanding anything to the contrary herein, the Assigned Deputies have a duty to provide law enforcement within all of Forsyth County, and circumstances may arise where the Sheriff determines it necessary to reassign temporarily one or more Assigned Deputies from the Town in order to meet such needs or to respond to an emergency or mutual aid request. At all times, the Assigned Deputies shall be employees of the Forsyth County Sheriff's Office and shall be under the control of, and subject to, the Sheriff. Assigned Deputies shall not be employees of the Town or subject to the control of the Town.

3. Term. This agreement shall commence July 1, 2020, and terminate June 30, 2023, unless terminated earlier. Each year of service shall begin on July 1 and end on June 30 of the subsequent year. Either party may terminate this Agreement by providing 90-days' written notice to the other party.

4. Consideration. The Town shall reimburse the County for the cost of all Services provided by the County on a quarterly basis. Such costs shall include, all categories of costs set forth in Exhibit B.

5. Payment Due Date. Within 30 days of the end of each quarter, the Town shall pay the County for Services for the prior quarter. For the first three quarters of each year of service, the Town shall pay one-quarter of the estimated annual cost of service, as set forth in Exhibit B for the first year of service, and as shall be set forth in Exhibit C for the second year of service and Exhibit D for the third year of service. For the final quarter of each year, the County shall reconcile all costs actually incurred by the County to provide Services to the Town and shall send an invoice to the Town for the balance due. The Town shall pay the County within 30 days of the date of the invoice. The Town's obligation to pay this final invoice shall survive termination of this agreement. In the event of a termination of this agreement before the expiration of the annual term, the County shall prepare an invoice with a reconciliation of all costs incurred as of the termination date, and the Town shall reimburse the County for such costs within 30 days of the date of the invoice from the County. Notwithstanding anything to the contrary herein, the Village shall pay the County the full amount listed in Exhibits B, C, or D under "Claims" for each year of service, and the County shall not reconcile this amount with the actual County costs for worker's compensation, disability, litigation, damages, or other costs attributable to or caused by an Assigned Deputy.

6. Annual Cost of Service. Exhibit B is the estimated cost of service for the year of service ending June 30, 2021. By March 31, 2021, the County shall provide the Town with Exhibit C, the estimated cost of service for the second year of service, and by March 31, 2022, the County shall provide the Town with Exhibit D, the estimated cost of service for the third year of service.

7. Insurance. The County shall provide professional liability coverage for Assigned Deputies.

8. Amendment. This Agreement may be amended in writing by the Town and the County.

9. Severability. If any section of this Agreement is deemed to be illegal or otherwise unenforceable, it is the intent of the parties hereto that all other provisions of this Agreement shall remain in full force and effect.

10. Governing Law. This Agreement is to be governed by and interpreted in accordance with the laws of the State of North Carolina, with the exception that conflicts of laws provisions shall not apply.

11. 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, Jr.
Forsyth County Manager
201 North Chestnut Street
Winston-Salem, NC 27101

With Copy to:

Randy C. Hunsucker
Forsyth County Sheriff's Office Department Business Manager
301 North Church Street
Winston-Salem, NC 27101
business@fcsso.us

For the Town:

Scott Snow
Walkertown Town Manager
PO Box 39
5177 Main Street
Walkertown, NC 27051
scottsnow@triad.rr.com

12. Execution in Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which constitutes a completed document.

13. Exhibits. Exhibits A and B, attached hereto, are incorporated herein by reference. Exhibit C, the estimated cost of service for the second year of service, and Exhibit D, the estimated cost of service for the third year of service, shall also become incorporated herein by reference by July 1, 2021, and July 1, 2022, respectively.

IN WITNESS WHEREOF, the Mayor of the Town and the Chairman of the Forsyth County Board of Commissioners have each executed this Interlocal Agreement to evidence the agreement of the parties hereto and the Town Clerk and the Clerk to the Board of County Commissioners have affixed the seal of the Town and the County, as applicable, to this Interlocal Agreement.

Town of Walkertown, North Carolina

Forsyth County, North Carolina

By: _____
Kenneth "Doc" Davis, Mayor

By: _____
David Plyler, Chairman

Attest:

Attest:

Rusty Sawyer, Town Clerk

Ashleigh Sloop,
Clerk to the Forsyth County
Board of Commissioners

[SEAL]

[SEAL]

EXHIBIT A

ASSIGNED DEPUTIES

OCA	OCA Description	Pos#	Position Title	Wrk Wk	Yrly Hrs
151011	Walkertown	1325	Deputy Sheriff II	42.50	2,210.00
	Total:	1			

EXHIBIT B

ESTIMATED ANNUAL COSTS

TOWN OF WALKERTOWN
COSTS FY 2020-2021

DIRECT COSTS	Total for FY 2020-2021
Salary (Deputy X 1)	53,100
Overtime (Training Related)	200
Standard Fringe Benefits	21,480
Separation Allowance	4,540
Law Enforcement 401(k)	2,670
OPEB	760
Teleprocessing/On-line services	3,960
Insurance Premiums	500
Training & Conference	-
Office Supplies	300
Small Equipment	-
Uniforms	510
Books, Subscriptions & Media	-
Operating Supplies	750
Fuel Oil	500
Claims	600
Memberships & Dues	-
Emergency Vehicles	-
Capital Equipment	-
Total Direct Costs	\$ 89,870

INDIRECT COSTS	Total Indirect Costs
Fleet Operating - (1) vehicles (17,038 miles @ \$0.43/mile)	\$ 7,330
Fleet Capital Recovery - 1 vehicles (Est. \$26,000 base vehicle; \$3,706 standard equipment/Fleet-paid only; 6 yr life, and; \$4,000 surplus value)	\$ 4,290
Total Indirect Costs	\$ 11,620

ADMINISTRATIVE COSTS	Total Admin Costs
FCSO Administrative Fee	\$ 5,870

TOTAL ANNUAL COST	\$ 107,360
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Payment Due: October 30, 2020 \$26,840

January 30, 2021 \$26,840

April 30, 2021 \$26,840

Final Quarterly Payment due per Section 5.