

**NORTH CAROLINA  
FORSYTH COUNTY**

**INTERLOCAL AGREEMENT**

THE AGREEMENT, made and effective on January 18, 2021 by and between Forsyth County, North Carolina (the "County") on behalf of Forsyth County Department of Public Health, and the City of Winston-Salem (the "City"), on behalf of Winston-Salem Fairgrounds:

For the purpose and subject to the terms and conditions hereinafter set forth, the County and the City hereby agree as follows:

**1. Services:**

The CITY shall, as it pertains to COVID-19 vaccination at the fairgrounds:

- a) Provide access to the Education Building and all of its spaces including, but not limited to, lobbies and offices. Provide access to the property surrounding the Education Building to include the Inner Fairgrounds and Midway. At the City's discretion, an agent of the CITY may open facilities or access those spaces rented by the COUNTY for business purposes only. Keys may be entrusted to the COUNTY.
- b) Make reasonably clean restrooms available for use by individuals working events, including but not limited to restrooms in the Education Building.
- c) Provide security guards and crowd management staff during the entirety of vaccination clinics (including set up and clean-up times). The CITY and COUNTY will mutually agree upon the amount of staff needed and may scale up or down as operations warrant.
- d) Provide reasonable janitorial services during the entirety of vaccination clinics (including set up and clean-up times). This includes maintaining cleanliness of restrooms, floors, and trash. The CITY and COUNTY will mutually agree upon the amount of staff needed and may scale up or down as operations warrant.
- e) Ensure all parking lots and walkways are reasonably clear of any debris, snow or ice at all times. This includes the LJVM Coliseum Yellow Lot D.
- f) Provide use of electrical outlets, 60 tables, 500 chairs as needed.
- g) Allow directional signage and/or COVID-19 vaccination signage to be displayed on the property as needed.
- h) Allow the use of semi-permanent tents to be installed on the property as operations warrant.
- i) Provide access to the internet password and access to internet with as much bandwidth as the Education Building's system allows.

The COUNTY shall, as it pertains to COVID-19 vaccination at the fairgrounds:

- a) Assure that keys entrusted to the COUNTY will not be duplicated or shared with unauthorized individuals. Upon termination of the Agreement, all keys will be promptly returned to the CITY.
- b) Ensure that the Education Building, gates, and other areas utilized are properly secured at the close of events if CITY staff is not otherwise available to do so.
- c) Designate an employee at each event to serve as the on-site coordinator.
- d) Provide staffing to manage the vaccination clinic itself. Staffing may

- i. be provided via COUNTY employees, COUNTY vendor(s) and their agents, or
  - ii. vendors of the North Carolina Department of Health and Human Services and their agents, or
  - iii. North Carolina National Guard, or
  - iv. Hospital system employees and their agents.
- e) Ensure trash at the end of each event is placed in designated trash bins. (tables, chairs and other equipment /supplies may remain).
- f) Provide all supplies for the vaccination clinic, signage, tents, etc.

**2. Term:** The services of the CITY shall begin on January 18, 2021 through May 31, 2021 with an option to renew on a month-to-month basis if mutually agreed upon. This Agreement can be terminated by either party with a two-week notice or sooner if mutually agreed upon.

**3. Compensation:** As compensation for the CITY's services, the COUNTY agrees to reimburse the CITY for the COUNTY's actual costs based on pricing listed on **ATTACHMENT A**. The sum of compensation shall not exceed \$200,000, payable in monthly installments. The CITY shall bill the COUNTY monthly for services rendered during the preceding 30 days by submitting a detailed invoice to the COUNTY. The COUNTY shall pay all such bills within the following 15 days provided all elements of the Agreement are satisfactorily met.

**4. Entire Agreement:** This Agreement shall not be altered, amended, modified, or assigned, except by an agreement in writing executed by duly authorized officials of both Parties. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of North Carolina.

**5. 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:

Shontell Robinson, Deputy County Manager  
201 N. Chestnut Street  
Winston-Salem, NC 27101  
[robinssa@forsyth.cc](mailto:robinssa@forsyth.cc)

For the CITY:

Robert Mulhearn, Public Assembly Facilities & Venue Manager  
421 West 27<sup>th</sup> Street  
Winston-Salem, NC 27105  
[rmulhearn@wsfairgrounds.com](mailto:rmulhearn@wsfairgrounds.com)

IN WITNESS WHEREOF, the County and the CITY have set their hands and seals as of the day and year first above written.

**FORSYTH COUNTY, NORTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
J. Dudley Watts, Jr, County Manager

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Ashleigh M. Sloop, Clerk to the Board

Date: \_\_\_\_\_

**Approved as to form and legality.**

This the \_\_\_\_ day of January 2021.

\_\_\_\_\_  
Gordon Watkins, County Attorney

**CITY OF WINSTON-SALEM**

(SEAL)

By: \_\_\_\_\_  
Lee Garrity, City Manager

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Sandra Keeney, City Clerk

Date: \_\_\_\_\_

**Approved as to form and legality.**

This the \_\_\_\_ day of January, 2021.

\_\_\_\_\_  
Angela Carmon, City Attorney

## ATTACHMENT A

### Pricing Chart

<b>Education Building, Parking Lots and Surrounding Properties</b>	\$0.00
<b>Electrical Outlets</b>	\$50.00 Per Day
<b>60 Tables and 500 Chairs</b>	\$0.00
<b>Security and Crowd Management Staff</b>	\$18.00 Per Hour
<b>Event Coordinator</b>	\$0.00
<b>Janitorial Staff</b>	\$18.00 Per Hour
<b>Snow Removal and De-Icing of Parking Lots and Sidewalks</b>	\$500.00 Per Event