

**STATE OF NORTH CAROLINA**

**FORSYTH COUNTY**

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF WINSTON-SALEM,  
FORSYTH COUNTY, AND THE TOWN OF KERNERSVILLE  
FOR THE FORMATION OF A JOINT NARCOTICS TASK FORCE**

This Agreement is made and entered into effective the 1st day of July, 2020, by and between the City of Winston-Salem, acting by and through its governing body, the City Council, hereinafter referred to as City, Forsyth County, acting by and through its governing body, the Board of Forsyth County Commissioners, hereinafter referred to as County, and the Town of Kernersville, acting by and through its governing body, the Board of Aldermen, hereinafter referred to as Town.

**WITNESSETH:**

WHEREAS the City, County, and Town desire to establish a joint task force to investigate and enforce North Carolina controlled substance violations, such task force to be referred to as the Forsyth County Drug Task Force (the "Task Force"); and

WHEREAS the parties wish to set forth the terms and conditions for the establishment and operation of the Task Force in this Agreement pursuant to N.C.G.S. § 160A-461;

NOW, THEREFORE, the City, County, and Town agree as follows:

1. Purpose and function. The purpose of this Agreement is to define the rights and responsibilities of the parties in the creation and maintenance of the Task Force. The primary function of the Task Force will be the investigation and enforcement of laws relating to controlled substances.
2. Term of Agreement; Renewal; Termination. This Agreement shall be effective July 1, 2020, and shall continue in full force and effect up to and including June 30, 2025. This Agreement may renew for an additional five-year term if all parties provide written notice of intent to renew at least sixty (60) days prior to the end of the initial term. If any party desires to terminate this agreement before the end of a term, that party must provide written notice to the other parties at least 180 days before the date of termination.
3. Composition of Task Force. The Task Force will be established by merging the existing vice and narcotics divisions of the City, County, and Town, and including the staff of the City Crime Stoppers. For the Task Force, the City will provide 22 narcotics personnel, in addition to the Crime Stoppers unit, the County will provide 11 narcotics personnel, and the Town will provide 5 narcotics personnel.

4. Operations and Mutual Aid.

- a. The Forsyth County Sheriff, Winston-Salem Police Chief, and Kernersville Police Chief will agree on mutually acceptable operational policies for the Task Force including, but not limited to, the following: crime reporting criteria and coding for Task Force activity, vehicle markings and identification, uniforms, handling of evidence collected and stored by Task Force officers, and policies regarding pursuit of controlled substance offenders.
- b. As the Task Force will be operating within the entire geographic area of Forsyth County, the parties, the Sheriff, the City Police Chief, and the Town Police Chief agree that the City and Town police departments will be required and allowed to operate outside of their municipal territorial jurisdictions. The Sheriff, City Police Chief, and Town Police Chief agree that each law enforcement agency shall provide mutual assistance to the other agencies as to each operation conducted by the Task Force pursuant to a Mutual Assistance Agreement to be entered into between the parties under N.C.G.S. § 160A-288 and § 90-95.2. To the extent that any provision of the Mutual Assistance Agreement and this Interlocal Agreement conflict, the terms of this Interlocal Agreement shall govern.
- c. The Task Force will consist of multiple independent enforcement squads consisting of at least one (1) major case team specifically dedicated to the investigation of drug trafficking organizations and at least two (2) enforcement teams dedicated to low and mid-level drug investigations. The Task Force will be governed by an Executive Board, which will be primarily responsible for matters of policy, and a Command Committee, which will be primarily responsible for personnel decisions and assignments.
- d. Each party shall bear its own costs for personnel, vehicles, equipment, uniforms, computers, office supplies, training, and other necessary expenses. Notwithstanding anything to the contrary herein, the parties shall pay for office and building space as set forth in Section 5.

5. Lease.

- a. The City will lease a suitable office location in or near Winston-Salem to house City and County staff for the Task Force as needed. The City will provide janitorial service and information technology services, exclusive of end user equipment, for the location. The County will reimburse the City for forty (40) percent of the cost of this lease, including taxes, utilities, minor repair expenses and insurance. Sixty (60) percent of the office space shall be provided to City staff, and 40 percent of the office space shall be provided to County staff. The City and County may provide some of their office space to other law enforcement agencies if each such agency executes a sublease agreement and both the City and County agree to such shared use. The Task Force may use common areas within this location. For its 40 percent share of the costs of the lease, the County shall pay the City an amount not

to exceed the following amounts for the base rent for each year of this lease, in addition to its share of taxes, utilities, minor repairs and insurance:

2020-21	\$ 54,210.00
2021-22	\$ 55,294.22
2022-23	\$ 56,400.10
2023-24	\$ 57,528.00
2024-25	\$ 58,678.66

If the Agreement is renewed for a second five-year term, the County shall pay an amount not to exceed the following amounts for the base rent for each year of the second term of this lease, in addition to its share of taxes, utilities, minor repairs and insurance:

2025-26	\$ 59,852.21
2026-27	\$ 61,049.23
2027-28	\$ 62,270.21
2028-29	\$ 63,515.62
2029-30	\$ 64,785.94

b. The Town will maintain its existing office location in or near Kernersville to house the Town staff for the Task Force. The Task Force may use common areas within this location.

6. Equitable Sharing. Pursuant to the U.S. Departments of Justice and Treasury *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies*, the City, County, and the Town agree to the following equitable sharing percentages to be applied to the local government portion of any forfeitures or other revenue arising from the operation and activities of the Task Force:

City of Winston-Salem	55%
Forsyth County	30%
Town of Kernersville	15%.

Any revenue received shall be distributed, allocated according to the percentages above, directly to the chief financial officers of the City, County, and Town.

7. Liability. To the extent required by law, and as outlined in detail in the Mutual Assistance Agreement to be entered into between the parties, each party to this Agreement will be responsible for its own acts under this Agreement and will not be liable for the acts of the other parties.

8. Entire Agreement; Amendment. This Agreement, together with the Mutual Assistance Agreement referenced in Section 4.b. hereinabove, is the entire Agreement between the parties hereto as to the subject matter herein. This Agreement may be amended or renewed by written Agreement of all parties.

9. Authority to Contract. Each party hereto represents and warrants that it has the legal authority, by ordinance or otherwise, to enter into this Agreement and to bind itself to its terms, and that its governing board has approved this Agreement or will ratify this Agreement as required pursuant to N.C.G.S. § 160A-461.
10. Assignment. This Agreement may not be assigned by any party, nor shall the performance of any duties under this Agreement be delegable by any party, without the prior written consent of all parties. This Agreement shall not be assignable by operation of law.
11. Governing Law. This Agreement shall be governed by, and construed according to the laws of the State of North Carolina, without regard to provisions relating to conflicts of interest.

This Agreement has been ratified by resolution spread upon the minutes of the Winston-Salem City Council, the Forsyth County Board of Commissioners, and the Kernersville Board of Aldermen.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF WINSTON-SALEM

\_\_\_\_\_  
Lee D. Garrity, City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Sandra R. Keeney, City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Catrina A. Thompson, Police Chief

\_\_\_\_\_  
Date

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Angela I. Carmon, City Attorney

\_\_\_\_\_  
Date

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT AND FISCAL CONTROL ACT.

\_\_\_\_\_  
Lisa Saunders, City Chief Financial Officer

\_\_\_\_\_  
Date

FORSYTH COUNTY

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

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Ashleigh Sloop, Clerk to the  
County Board of Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bobby F. Kimbrough, Jr., Forsyth County Sheriff

\_\_\_\_\_  
Date

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
B. Gordon Watkins III, County Attorney

\_\_\_\_\_  
Date

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE  
LOCAL GOVERNMENT AND FISCAL CONTROL ACT.

\_\_\_\_\_  
Paul L. Fulton, Jr., County Chief Financial Officer

\_\_\_\_\_  
Date

TOWN OF KERNERSVILLE

\_\_\_\_\_  
Curtis Swisher, Town Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Keith Hooker, Clerk to the Board of Aldermen

\_\_\_\_\_  
Date

\_\_\_\_\_  
Timothy R. Summers, Police Chief

\_\_\_\_\_  
Date

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
John G. Wolfe III, Town Attorney

\_\_\_\_\_  
Date

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT AND FISCAL CONTROL ACT.

\_\_\_\_\_  
Frank Ader, Director, Town Finance Department

\_\_\_\_\_  
Date