

STATE OF NORTH CAROLINA

FORSYTH COUNTY

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF WINSTON-SALEM AND FORSYTH COUNTY FOR THE
CONSOLIDATION OF COUNTY/CITY FIRE DISPATCH SERVICE.**

This Agreement is made and entered into effective the 1st day of July, 2022, by and between the City of Winston-Salem, acting by and through its governing body, the City Council (hereinafter referred to as “City”) and Forsyth County, acting by and through its governing body, the Board of Forsyth County Commissioners (hereinafter referred to as “County”).

WITNESSETH:

WHEREAS the City and County desire to consolidate their fire dispatch services into one fire dispatch service; and

WHEREAS the parties wish to set forth the terms and conditions for the establishment one fire dispatch service pursuant to N.C.G.S. § 160A-461;

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

1. Purpose and Function. The purpose of this Agreement is to define the rights and responsibilities of the parties in the consolidation and operation of the City’s and County’s respective fire dispatch systems into one fire dispatch service to increase fire response effectiveness and efficiency. This Agreement consolidates the City’s fire dispatch, which consists of the City Fire Department, and the County’s fire dispatch, which consists of County and volunteer fire services.
2. Term of Agreement; Termination. This Agreement shall be effective July 1, 2022, and shall continue until terminated. If a party desires to terminate this agreement, that party must provide written notice to the other party at least 180 days before the date of termination.
3. Service and Compensation: The County will assume management of fire dispatch for both the City and the County. To handle the increased number of fire dispatch calls relating to City Fire, the County will hire eight (8) full time telecommunicators at an estimated annual cost of \$404,874. In consideration of the County dispatching City Fire, the City will pay the County, by the end of each quarter, one-fourth of the following annual amounts for each year of service, with the first payment of \$101,218.50 being due September 30, 2022:

a) Fiscal Year ending June 30, 2023:	\$404,874 (100% of estimated cost)
b) Fiscal Year ending June 30, 2024:	\$323,899 (80% of estimated cost)
c) Fiscal Year ending June 30, 2025:	\$242,924 (60% of estimated cost)
d) Fiscal Year ending June 30, 2026:	\$161,950 (40% of estimated cost)
e) Fiscal Year ending June 30, 2027:	\$80,975 (20% of estimated cost)
f) Subsequent Years:	\$0 (County assumes full cost)

4. Entire Agreement; Amendment. This Agreement is the entire Agreement between the parties hereto as to the subject matter herein. This Agreement may be amended only by written Agreement of both parties.
5. 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.
6. Assignment. This Agreement may not be assigned by either party, nor shall the performance of any duties under this Agreement be delegable by either party, without the prior written consent of the other party. This Agreement shall not be assignable by operation of law.
7. 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 and the Forsyth County Board of Commissioners.

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

[Signature pages to follow]

CITY OF WINSTON-SALEM

Lee D. Garrity, City Manager

Date

ATTEST:

Sandra R. Keeney, City Secretary

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

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.

Terri G. Goodman, County Chief Financial Officer

Date