

STATE OF NORTH CAROLINA

INTERLOCAL AGREEMENT

FORSYTH COUNTY

This INTERLOCAL AGREEMENT, made and entered into this _____ day of _____, 2022 by and between Forsyth County, North Carolina, a political subdivision of the State of North Carolina (the "County") and The City of Winston-Salem, North Carolina, a municipal corporation organized under the laws of the State of North Carolina (the "City");

WITNESSETH:

WHEREAS under Article 20 of Chapter 160A of the North Carolina General Statutes, as amended, (the "Interlocal Act"), cities 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 purpose of the Agreement is to provide terms of the relationship between the City and the County with respect to the ownership and operation of the property located at 2530 Pittsburg Avenue, Winston-Salem, NC, formerly operated as a daycare facility. This property is further described in the instrument recorded in Deed Book 3622, Page 3202; and

NOW, THEREFORE, the parties hereto agree as follows:

Article I

Definitions

The following terms have the meanings herein:

"Agreement" means this Interlocal Agreement between the City and the County, and any amendment or supplement thereto.

"City" means the City of Winston-Salem, North Carolina.

"County" means the County of Forsyth, North Carolina.

"Interlocal Act" means Section 160A-460 of the North Carolina General Statutes.

"Property" means real property and improvements located at 2530 Pittsburg Avenue, Winston-Salem, NC.

Article II

Statement of Purpose

Under the laws of the State of North Carolina, the City and the County each have power to own and operate the property. The City and County are entering into this agreement under the Interlocal Act to outline their respective roles in owning and maintaining the Property.

Article III

Ownership of the Property

On July 1, 2021 the Property reverted to joint ownership of the City and the County, pursuant to a declaratory judgement recorded in Deed Book 3622, Page 3202, issued by United States Bankruptcy Judge Lena Masori James.

Article IV

Operation and Maintenance

Section 4.1 Operation. Under the terms of the declaratory judgement noted in Article III, the City and County will jointly operate the Property, which shall be used for a public purpose as mutually agreed upon by both parties. Either party must receive written consent from the other, prior to activating and operating the Property for any public purpose. Neither party may use the Property without prior written consent and agreeance to the terms of use of the other. Operating, general maintenance, and repair expenses to actively operate the Property shall be the sole responsibility of the operating party.

Both parties must mutually agree on any proposed use of the Property.

Section 4.2 Maintenance. So long as the Property is vacant and not in use, the City and County shall jointly be responsible for all grounds maintenance at the Property, to include any of the following: a) mowing, b) seeding, c) weeding, d) tree trimming and/or cutting, e) leaf removal, f) trash and debris disposal, g) fence maintenance, h) graffiti removal, and, i) mutually agreed upon insurance (“Grounds Maintenance Services”). The City shall provide the Grounds Maintenance Services on a routine and as-needed basis, with the County to fund fifty (50) percent of the cost for grounds maintenance services, based on actual costs, plus costs of labor as set forth in Paragraph 4.3 below.

Other as-needed services may be completed if mutually agreed upon prior to the completion of services. If either the City or County declines to fund maintenance beyond the services listed herein, the party undertaking the maintenance beyond the services agreed upon shall be solely responsible for the expense, should that party elect to proceed with the service.

If the City is unable to complete any of the above Grounds Maintenance Services, the City shall notify the County. The County may elect to complete the Grounds Maintenance Services if the City is unable and then invoice the City for fifty percent of the expenses. Alternatively, the City may solicit bids for contracted services, receive agreement from the County to proceed at the contracted amount, and invoice the County for fifty percent of the contracted service amount.

If at any point, either party activates the Property for operation, after receiving prior consent from the other, the operating party shall become exclusively responsible for all grounds maintenance services.

Section 4.3 Payment and Invoicing. The City shall submit to the County an itemized, monthly invoice for Grounds Maintenance Services rendered in the preceding 30 days. The County shall pay to the City their fifty (50) percent share within 15 business days of receipt of the invoice.

Fuel, transportation, and other incidentals shall be included in an agreed upon per hour labor rate in the event the City opts to self-perform the maintenance. Supplies, materials, equipment rental, and disposal fees associated with completion of grounds maintenance services shall be itemized and invoiced to the County at fifty percent of the total cost. Total payments, from the County to the City, under this agreement are not to exceed \$5,000 in any single fiscal year.

Section 4.4 Lease Revenue. If after written consent from both City Management and County Management, the Parties enter any third-party leasing arrangement on the Property, revenues, after deducting permitted expenses, shall be divided evenly between the City and the County.

Section 4.5 Hold Harmless. To the extent allowed by law, either party shall release, defend, and hold the other party harmless for any losses arising from its use of the premises after the effective date of this Agreement.

Article V

Miscellaneous

Section 5.1 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.

Section 5.2 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.

Section 5.3 Effective Date. This Agreement takes effect on its execution by the City and the County.

Section 5.4 Assignment. Neither the City nor the County has the right to assign its responsibilities under Section 4.2 of this agreement without written permission of the other.

Section 5.5 Amendment. This Agreement may be amended through a supplement approved in writing by the City and the County.

[SIGNATURE PAGE TO FOLLOW]

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

FORSYTH COUNTY, NORTH CAROLINA

By: _____
J. Dudley Watts, Jr. County Manager

Date: _____

ATTEST:

Clerk to the Board

(SEAL)

CITY OF WINSTON-SALEM, NORTH CAROLINA

By: _____
Lee D. Garrity, City Manager

Date: _____

ATTEST:

City Secretary

(SEAL)