NORTH CAROLINA FORSYTH COUNTY

INTERLOCAL AGREEMENT

THE AGREEMENT, made and effective on April 1, 2022 by and between Forsyth County, North Carolina (the "County") and the City of Winston-Salem (the "City"):

For the purpose and subject to the terms and conditions hereinafter set forth, the County and the City hereby agree to administer the Cure Violence Program ("Cure Violence") in Forsyth County as follows:

1. City and County Responsibilities.

The City and County agree to the following with respect to the Cure Violence program:

- a. The County will enter into a contract with a nationally recognized violence researcher to provide consultation on the target area and evaluation model.
- b. The City and County will jointly agree on the Cure Violence target area for program implementation based on police data of violent crimes.
- c. The City and County will jointly agree on an evaluation model and organization to conduct a third-party evaluation.
- d. The City and County will prepare a joint Request for Proposals (RFP) process to determine if there is a viable nonprofit organization to administer the program.
- e. If a nonprofit organization is selected as the administrator of the Cure Violence program, the Forsyth County Department of Public

- Health will be responsible for monitoring the performance and compliance of the administrator. Reports will be provided to the City.
- f. If the City and County cannot agree upon an organization to administer the program, the County will administer the program through the Forsyth County Department of Public Health. The Forsyth County Human Services Director, with the County Manager's approval, will appoint Forsyth County Department of Public Health employees to manage the program. Any employees appointed by the County will be considered County employees who will be managed by the County according to its personnel policies and all applicable laws. The City will have input as to the selection of County employees selected by the County to lead the Cure Violence program. The County will be responsible for budgeting, payroll, human resources, and contract monitoring and compliance.
- g. The City and County will co-lead a steering committee that will provide high-level direction to the Cure Violence Program. City Management and County Management will jointly agree on committee membership.

2. Payments and Expenses.

The City and County agree to pilot the Cure Violence program through December 31, 2024. The total estimated cost is \$1,500,000. The County will cover the cost for administering and implementing the Cure Violence program. The City will pay the County 50% of the cost of operating the Cure Violence program, including the costs for a researcher and evaluator, in an amount not to exceed \$750,000 through December 31, 2024.

3. Term.

This Agreement shall be effective April 1, 2022, and shall terminate on December 31, 2024, with an option to renew if mutually agreed upon by the parties. This Agreement can be terminated by either party with a 30-day notice if mutually agreed upon.

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, with the exception that conflicts of law's provisions shall not apply.

5. Liability.

To the extent required by law, each party to this Agreement will be responsible for its own actions under this Agreement and shall not be liable to the other party for any civil liability that may arise hereunder.

6. 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

For the CITY:
Patrice Toney, Assistant City Manager
P.O. Box 2511
Winston-Salem, NC 27102
patricet@cityofws.org

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

ATTEST:	FORSYTH COUNTY, NORTH CAROLINA
Ashleigh M. Sloop, Clerk to the Board	J. Dudley Watts, Jr., County Manager
Date:	Date:
Approved as to form and legality.	
This the day of 2022.	
Gordon Watkins, County Attorney	
ATTEST:	CITY OF WINSTON-SALEM
Sandra Keeney, City Clerk	Lee Garrity, City Manager
Date:	Date:
Approved as to form and legality.	This Document Has Been Pre-Audited In Accordance With The NC Local
This the day of 2022.	Government Budget And Fiscal Control Act
Angela Carmon, City Attorney	Chief Financial Officer