

NORTH CAROLINA) INTERLOCAL AGREEMENT
) BETWEEN THE CITY OF WINSTON-SALEM
FORSYTH COUNTY) AND THE VILLAGE OF CLEMMONS

THIS INTERLOCAL AGREEMENT (hereinafter, the “Agreement”), entered on this day of _____ 2024, by the City of Winston-Salem (hereinafter, the “City”) and the Village of Clemmons (hereinafter, the “Village”) (the City and the Village, each, individually, a “Party” and, collectively, the “Parties”).

WITNESETH:

WHEREAS, the Village has adopted a Unified Development Ordinance (herein the “zoning ordinance”), established a Planning Board and a Zoning Board of Adjustment, and needs zoning enforcement services assistance on a part-time basis;

WHEREAS, the City is willing to provide zoning enforcement services assistance to the Village in return for payment as set forth herein; and

WHEREAS, this Agreement is made under the authority of N.C.G.S. § 160A-460, et seq.

NOW, THEREFORE, in consideration of the mutual promises and obligations herein set forth, the sufficiency and adequacy of which is hereby acknowledged, the Parties do hereby contract and agree as follows:

The City will provide:

1. Investigation of zoning complaints and enforcement of the Village’s zoning ordinance when violations thereof are brought to its attention by a citizen, an official of the Village, or during routine inspection.
2. Enforcement of the Village zoning ordinance for new construction by plan review and site inspections.
3. Enforcement of special use zoning requirements, landscape ordinance, bufferyard standards, and tree protection standards through plan review, zoning enforcement administration, and zoning enforcement site inspections.
4. All zoning enforcement and zoning enforcement administrative services associated with zoning enforcement will be provided at a service level equal to that provided to the City of Winston-Salem and Forsyth County.
5. Provide the Village access to all previous, current, and pending zoning administration cases, zoning inspection reports, and sign permitting cases up to the execution date of this Agreement. This shall include all Special Use Permits that require renewals.
6. Provide, within 15 days of the Village’s written request, the Village with up-to-date contact information for City zoning enforcement and zoning enforcement administrative services, as well as other department staff that would need to be aware of rezoning, Zoning Board of Adjustment determinations, sign permits issued, annexations, and other zoning administration information that occurs within the Village.

The Village will provide:

1. Payment for hours worked will be equal to the then-current hourly rate of compensation for each position at the time the work is performed, plus fringe benefits, times an overhead factor of two (2) for the time between 7:45 a.m. and 4:45 p.m.(hereinafter, the "Base Rate"); and, for service outside the aforementioned times (i.e. after 4:45 p.m. and before 7:45 a.m.), the Base Rate times one and one-half (1.5). This amount will be reduced by zoning fees as may be adopted by the Village.
2. The services of an attorney to prosecute zoning violation cases, and to provide counsel as needed to the zoning enforcement inspection staff on matters related to zoning.
3. Administration of the Zoning Board of Adjustment.
4. Review and issuance of zoning permits for sign permit applications and zoning inspections of sign installations within the Clemmons municipal limits.
5. Copies of rezoning, Zoning Board of Adjustment determinations, sign permits issued, annexations, and zoning administration information to City Staff as designated by the City, in a timely manner.

Furthermore, the City and the Village agree:

1. That the duration of this Agreement shall be for a term of one (1) year, effective as of the date of this Agreement. Thereafter, the Agreement will continue on a year-to-year basis unless a notice of termination is exercised as provided below.
2. That either party may terminate this Agreement by giving a ninety (90) day written notice of its intent to do so.
3. This Agreement is to enforce and administer the Unified Development Ordinances (UDO) as adopted by the Village. The Village will provide the City copies of the UDO and any subsequent amendments as they are adopted by the Village. The City shall not be obligated to provide any additional zoning enforcement or administrative services resulting from any subsequent amendments to the Village's UDO that the City determines, in its sole discretion, will result in a substantial increase in workload.
4. To the extent permitted by North Carolina law, the Village shall indemnify and hold harmless the City, its officers, agents, and employees from and against legal liability for any and all loss, claims, damages, and expenses, including, but not limited to, reasonable attorney's fees which the City, its officers, agents, or employees may incur arising out of actions undertaken at the direction or request of the Village unless such loss, claim, damage or expense is caused by the negligence or willful act of the City, its officers, agents, or employees. This paragraph shall not be construed to diminish or otherwise affect the right of the City, its officers, agents, or employees, to assert any affirmative defense, including, but not limited to, the defense of governmental immunity.
5. To the extent permitted by North Carolina law, the City shall indemnify and hold harmless the Village, its officers, agents, and employees from and against legal liability for any and all loss, claims, damages, and expenses, including, but not limited to reasonable attorney's fees which the Village, its officers, agents, or employees may incur arising out of actions undertaken at the direction or request of the City unless such loss, claim, damage or expense is caused by the

negligence or willful act of the Village, its officers, agents, or employees. This paragraph shall not be construed to diminish or otherwise affect the right of the Village, its officers, agents, or employees, to assert any affirmative defense, including, but not limited to, the defense of governmental immunity.

6. The Agreement shall provide that the jurisdiction, authority, rights, privileges, and immunities (including coverage under the workers compensation laws) that the officers, agents, and employees of the City enjoy within the City shall also be enjoyed by them in the Village when they are acting according to the Agreement and within the scope of their authority or the course of their employment.
7. The City's Director of Field Operations shall be responsible for the administration of the Erosion Control Section of the UDO for the Village.
8. This agreement may be amended only by resolutions of the City of Winston-Salem City Council and the Village of Clemmons Village Council.
9. Any disputes arising out of this Agreement shall first be discussed and, if possible, resolved jointly by the Village's Planning and Community Development Director and the City's Planning and Development Services Director. If the dispute cannot be resolved, it shall be forwarded to the City Manager and Village Manager for resolution. If the dispute cannot be resolved by the respective managers, the dispute will be subject to mediation before any party brings an action in the General Courts of Justice of Forsyth County, NC.
10. In response to public records requests, each party shall produce public records it has in its possession directly to the requestor and shall not be required to obtain prior approval for release of such records from the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives and signed under seal on the day and the year first above written.

(SIGNATURES APPEAR ON FOLLOWING PAGES)

SEAL

CITY OF WINSTON-SALEM

_____(SEAL)
W. Patrick Pate, City Manager

ATTEST

Jayme Waldeck, City Clerk or
Tatiana Banner, Deputy City Clerk

This instrument has been pre-audited in the manner
required by the Local Government Budget and
Fiscal Control Act.

Approved as to form and legality.

This ____ day of _____, 2024.

This ____ day of _____, 2024.

N/A

Kelly Latham, Chief Financial Officer or
Michael Phelps, Deputy CFO

Angela I. Carmon, City Attorney or
Anargiros N. Kontos, Deputy City Attorney

(SIGNATURES CONTINUE ON
THE FOLLOWING PAGE)

SEAL



VILLAGE OF CLEMMONS

By: Michael Gunnell (SEAL)
Michael Gunnell
Village Manager

Attested

By: Lisa Shott
Lisa Shott
Village Clerk

This instrument has been pre-audited in the manner required by the Local Government and Fiscal Control Act.

Approved as to form and legality.

This 9th day of May, 2024.

This 1st day of MAY, 2024.

K. Ann Stroud

Albert M. Benshoff
Albert M. Benshoff, Village Attorney

K. Ann Stroud, Finance Officer