

NORTH CAROLINA)
)
FORSYTH COUNTY)

FIRST AMENDED AND RESTATED
INTERLOCAL AGREEMENT

THIS FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT (hereinafter, the “Agreement”), entered this 1st day of January, 2025, by the City of Winston-Salem (hereinafter, the “City”) and the Town of Lewisville (hereinafter, the “Town”) (the City and the Town each, individually, a “Party” and, collectively, the “Parties”).

WITNESSETH:

WHEREAS, the City and Town entered into an Interlocal Agreement on October 27, 2008 for the provision of zoning enforcement and administrative services by the City to the Town; and

WHEREAS, the City and Town desire to amend and restate the terms of said October 27, 2008 Interlocal Agreement.

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:

1. **Purpose**. The purpose of this Agreement is for the City to provide to the Town the services enumerated hereinbelow.
2. **Services provided by City**. The City will provide the following services to the Town:
 - a. Investigation of complaints and enforcement of the Town’s zoning ordinance when violations thereof are brought to its attention by a citizen or official of the Town.
 - b. Enforcement of the Town landscape ordinance through permitting and site inspections.
 - c. Enforcement of the Town zoning ordinance for new construction by plan review and site inspections.
 - d. Enforcement of special use zoning requirements.
 - e. All enforcement and administrative services will be provided at a service level equal to that provided to officials, staff, and citizens of the City.
 - f. All work will be performed in the office of the Inspections Division located at 100 E. First Street, 3rd Floor, Winston-Salem, NC 27101.
 - g. Any fees or civil penalties collected on account of the services provided by the City hereunder shall be retained by the City, provided that any fee collected by the City that

pertains to a service peculiar to the Town Unified Development Ordinance shall be remitted to the Town on a quarterly basis.

3. **Services provided by the Town.** The Town will provide to the City:

a. Compensation. The Town shall pay to the City for the services enumerated in paragraph 2 above based upon the number of hours worked in providing those services at a rate equal to the hourly rate earned by those persons providing service plus fringe benefits times an overhead factor of two (2) for hours worked between 7:45 a.m. and 4:45 p.m. [the “base rate”] and the base rate times one and one-half (1.5) for hours worked after 4:45 p.m. Services will be billed quarterly and due upon receipt.

b. The services of an attorney to prosecute zoning violation cases and to provide counsel to the inspections staff on matters related to zoning and the Zoning Board of Adjustment.

4. The City’s Inspections Division will be given an opportunity to review all proposed changes to the Town’s zoning ordinance. If a change results in a substantial increase in workload, the City may terminate this Agreement in accordance with Paragraph 10 or request modifications to this Agreement.

5. **Duration.** This Agreement shall automatically renew for successive periods of one year, unless a notice of termination is given pursuant to section 10 hereof.

6. **Joint agency; real property:** By this Agreement no joint agency is established and no real property is involved in the undertaking.

7. **Personnel; Duties of City Director of Inspections.** Each party to this Agreement shall be responsible for appointing its own personnel to implement its own duties and obligations under this Agreement. The Director of Inspections of the City shall also be responsible for the administration of the Erosion Control Section of the Unified Development Ordinances for the Town.

8. **Method of Financing:** No financing will be needed for this undertaking. Each party shall include those costs for which it is responsible in its annual fiscal year budget so long as this Agreement is effective.

9. **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 in writing pursuant to duly adopted resolutions of the governing bodies of the City and the Town.

10. **Termination.** Either party may terminate this agreement by giving ninety (90) days written notice of their intent to do so.

11. **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.

12. **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 both parties. This Agreement shall not be assignable by operation of law.

13. **Governing Law:** This Agreement shall be governed by, and construed according to, the laws of the State of North Carolina.

14. **Indemnity.** The Town shall indemnify, defend and hold harmless the City and its officials, officers and employees from and against any and all loss, claims, damages, liability and expenses, including, but not limited to reasonable attorney's fees and court costs which the City and its officials, officers and employees may incur arising out of the performance of this Agreement. This paragraph shall not be construed to diminish or otherwise affect the right of the parties and their officials, officers or employees, to assert any affirmative defense, including the defense of governmental immunity.

15. **Jurisdiction, Authority, Rights, Privileges, and Immunities.** The jurisdiction, authority, rights, privileges, and immunities (including coverage under the workers compensation laws) which the officers, agents, and employees of the City enjoy within the City of Winston-Salem shall also be enjoyed by them in the Town of Lewisville when they are acting pursuant to the Agreement and within the scope of their authority or the course of their employment.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives and signed under seal effective as of the date first written above. If this instrument is executed in duplicate, each of said copies shall be considered as an original.

(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 _____, 2025.

This ___ day of _____, 2025.

N/A
Kelly Latham, Chief Financial Officer or
Michael Phelps, Deputy CFO

T. Camille French, City Attorney or
Anargiros N. Kontos, Deputy City Attorney

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

SEAL

TOWN OF LEWISVILLE

_____(SEAL)
Mike Horn, Mayor

Attested

Dora Moore, Town 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 ___ day of _____, 2025.

This _____ day of _____, 2025.

Pam Orrell, Finance Officer

Elliot Fus, Town Attorney