

NORTH CAROLINA

AMENDMENT TO INTERLOCAL AGREEMENT

FORSYTH COUNTY

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"), is hereby amended, effective November 1, 2024, by the County and the City as follows:

Section 2. Payments and Expenses of the Agreement is hereby deleted, and the following shall be added as Section 2. Payments and Expenses:

2. Payments and Expenses

The City and County agree to pilot the Cure Violence program through June 30, 2025. 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 original cost of operating the Cure Violence program, including costs for a researcher and evaluator, in five (5) quarterly payments of \$125,000 through the quarter ending September 30, 2024, then two (2) quarterly payments of \$41,666.67 for the quarters ending December 31, 2024 and March 31, 2025, and a final payment of \$41,666.66 for the quarter ending June 30, 2025, totaling an amount not to exceed \$750,000.

Section 3. Term of the Agreement is hereby deleted, and the following shall be added as Section 3. Term:

3. Term

This agreement shall be effective April 1, 2022, and shall terminate on June 30, 2025, 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.

Section 6. Notice of the Agreement is hereby deleted, and the following shall be added as Section 6. Notice:

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, County Manager
201 N. Chestnut St.
Winston-Salem, NC 27101
robinssa@forsyth.cc

For the CITY:
Patrick Pate, City Manager
P.O. Box 2511
Winston-Salem, NC 27102
patrickp@cityofws.org

Except as herein amended, the Agreement attached as Attachment A and incorporated herein by reference remains unchanged and in full force and effect.

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

Shontell Robinson, County Manager

Date: _____

Date: _____

Approved as to form and legality.

This _____ day of _____ 2024.

Gordon Watkins, County Attorney

ATTEST:

CITY OF WINSTON-SALEM

Jayme Waldeck, City Clerk

W. Patrick Pate, City Manager

Date: _____

Date: _____

Approved as to form and legality.

This _____ day of _____ 2024.

Angela Carmon, City Attorney

**This Document Has Been Pre-Audited
In Accordance With The NC Local
Government Budget And Fiscal
Control Act.**

Kelly Latham, Chief Financial Officer

Date: _____

ATTACHMENT A

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. Chesnut 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:

DocuSigned by:
Ashleigh M. Sloop
AA0210ACEF10460
Ashleigh M. Sloop, Clerk to the Board

Date: 4/4/2022

FORSYTH COUNTY, NORTH CAROLINA

DocuSigned by:
Shontell Robinson
5852DF4A04694DD...
J. Dudley Watts, Jr., County Manager

Date: 4/4/2022

Approved as to form and legality.

This the ____ day of _____ 2022.

Gordon Watkins, County Attorney

ATTEST:

DocuSigned by:
Sandra R. Keeney
809BAC09268B466...
Sandra Keeney, City Clerk

Date: 4/25/2022

CITY OF WINSTON-SALEM

DocuSigned by:
Lee Garrity
00A8610CA996430...
Lee Garrity, City Manager

Date: 4/22/2022

Approved as to form and legality.

This the 22 day of April 2022.

DocuSigned by:
Angela Carmon
UCTC86244B054A9...
Angela Carmon, City Attorney

This Document Has Been Pre-Audited In Accordance With The NC Local Government Budget And Fiscal Control Act

DocuSigned by:
Lisa Saunders
1096289E8FDB4FD...
Chief Financial Officer

Contract #2022-0494-00: City of Winston Salem - Cure Violence Interlocal Agreement

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

6/29/2022



Date

Director of Finance

Approved as to Form and Legality

7/7/2022



Forsyth County Attorney