

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN
AMENDMENT TO AN INTERLOCAL AGREEMENT WITH THE TOWN OF
WALKERTOWN TO PROVIDE FIRE INSPECTION SERVICES**

WHEREAS N.C.G.S. § 160A-461 provides that any unit of local government in this State and any other unit of local government in this State may enter into contracts or agreements with each other to execute any undertaking;

WHEREAS on May 21, 2020, the Forsyth County Board of Commissioners authorized execution of an Interlocal Agreement with the Town of Walkertown for services to include Residential Building Fire Inspections, Commercial Building Fire Inspections, Construction and Permit Fire Inspections, and Arson Investigations (collectively “Inspection Services”);

WHEREAS subsequent to the May 21, 2020, Interlocal Agreement proposal to the Town of Walkertown, a separate interlocal agreement was negotiated between the Town of Walkertown and the Town of Kernersville for the Town of Kernersville to provide Inspection Services in part of Walkertown served by the Town of Kernersville Fire Rescue Department for Seven Thousand Five Hundred Dollars (\$7,500);

WHEREAS the Town of Walkertown has indicated that it desires to enter into an Interlocal Agreement with Forsyth County for the provision of Inspection Services within the Town of Walkertown for areas not served by the Town of Kernersville; and

WHEREAS the Town of Walkertown will pay \$29,694 to Forsyth County for Inspection Services which is the equivalent of the May 21, 2020, Forsyth County Interlocal Agreement proposal to the Town of Walkertown (\$37,194) less the Town of Walkertown’s Inspection Services interlocal agreement amount with the Town of Kernersville (\$7,500);

NOW, THEREFORE, BE IT RESOLVED, by the Forsyth County Board of Commissioners that the Chairman or County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, an Interlocal Agreement with the Town of Walkertown in the amount of \$29,694, for Forsyth County to provide Inspection Services within the Town, in substantially the same form as the attached agreement, which is incorporated herein by reference, subject to a pre-audit certificate thereon by the County Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney; and

BE IT FURTHER RESOLVED, that this resolution ratifying interlocal cooperation between Forsyth County and the Town of Walkertown is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this the 27th day of August 2020.

1. The County agrees that it will provide Inspection Services to the Town beginning July 1, 2020, for areas within the municipal limits of the Town, with the exception that the County shall not serve areas in or around West Mountain Street that are served by the Town of Kernersville Fire Rescue Department.
2. The Town agrees to pay the County \$29,694 for the fiscal year ending June 30, 2021. The fee shall increase 2% in each subsequent fiscal year. The Town shall pay the County quarterly payments to be made no later than 15 days after the beginning of each quarter.
3. The County shall furnish adequate Inspection Services in accordance with Inspection Services provided in Tax Districts and shall provide the equipment, personnel, and all other resources necessary for furnishing Inspection Services. The services shall be in accordance with standards set forth by the Forsyth County Fire Marshal and the North Carolina Department of Insurance.
4. Forsyth County shall retain any ancillary fees received from inspected entities for Inspection Services rendered during the course of the Agreement.
5. This Interlocal Agreement for Inspection Services can be terminated by either party upon a 180-day notice from either party.
6. This agreement shall become effective July 1, 2020, and shall continue from fiscal year to fiscal year, and notwithstanding anything to the contrary herein, shall terminate no later than June 30, 2025.
7. 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:
J. Dudley Watts, Forsyth County Manager
Forsyth County Government Center
201 N. Chestnut Street
Winston-Salem, NC 27101

For the Town:
Scott Snow, Town Manager
PO Box 39
5177 Main Street
Walkertown, NC 27051

8. This Agreement shall be governed by the laws of the North Carolina, except that provisions regarding conflict of laws shall not apply. The venue for any legal proceeding shall be in Forsyth County, North Carolina. This Agreement shall supersede all prior agreements between the parties relating to Inspection Services, and the County has no obligation, outside of the services contracted for in this Agreement, to provide any fire services or Inspection Services to the Town. No action or failure to act by the County shall constitute a waiver of any of its rights or remedies or as approval or acquiescence in a breach thereunder, except as may be specifically agreed in writing. This agreement is intended for the benefit of the County and the Town. If any provision of this Agreement shall be unenforceable, the remainder of the Agreement shall be enforceable to the extent allowed by law.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by the Chairman of the Board of County Commissioners, attested by the Clerk to the Board of County Commissioners, and the County Seal affixed thereto; and the Town has caused this instrument to be signed in its name by its Mayor, attested by its Secretary, and its municipal seal hereto affixed, all by authorization of its Town Councilmembers duly given.

FORSYTH COUNTY

Attest: _____
Clerk to the Board
(SEAL)

By: _____
Chairman-Board of Commissioners

TOWN OF WALKERTOWN

Attest: _____
Secretary
(SEAL)

By: _____
Mayor