

FORSYTHCOUNTY

BOARD OF COMMISSIONERS

BRIEFING DRAFT

MEETING DATE: January 21, 2021

AGENDA ITEM NUMBER: 21

SUBJECT: RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE CITY OF WINSTON-SALEM FOR USE OF THE EDUCATION BUILDING AND SURROUNDING PROPERTY LOCATED AT THE WINSTON-SALEM FAIRGROUNDS

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:

SUMMARY OF INFORMATION:

ATTACHMENTS: YES NO

SIGNATURE: _____ COUNTYMANAGER DATE: _____

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN
INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE CITY
OF WINSTON-SALEM FOR USE OF THE EDUCATION BUILDING
AND SURROUNDING PROPERTY LOCATED AT
THE WINSTON-SALEM FAIRGROUNDS
(FORSYTH COUNTY DEPARTMENT OF PUBLIC HEALTH)**

WHEREAS the Forsyth County Department of Public Health is responsible for administering COVID-19 vaccinations to the community;

WHEREAS Forsyth County wishes to enter into an agreement with the City of Winston-Salem for use of the Winston-Salem Fairgrounds Education Building and property surrounding the building to include the Inner Fairgrounds and Midway;

WHEREAS the City of Winston-Salem would provide rental of the Education Building at nocost, and Forsyth County would be responsible for reimbursing the City of Winston-Salem based on actual costs incurred for electricity, security, crowd management, janitorial services, snow removal and other mutually agreed upon costs that may arise as operations warrant;

WHEREAS the agreement shall begin on January 18, 2021, through May 31, 2021, with an option to renew on a month-to-month basis if mutually agreed upon at a total amount not to exceed \$200,000; and

WHEREAS it is the recommendation of the County Manager, Deputy County Manager, and the Public Health Director that Forsyth County enter into an agreement with the City of Winston-Salem for use of the Education Building and surrounding property located at the Winston-Salem Fairgrounds for administering COVID-19 vaccinations to the community;

NOW, THEREFORE, BE IT RESOLVED, by the Forsyth County Board of Commissioners that the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, an agreement with The City of Winston-Salem which is attached hereto and incorporated herein by reference, in an amount not to exceed \$200,000, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval to form and legality by the County Attorney; and

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

Adopted this 21st day of January 2021.

**NORTH CAROLINA
FORSYTH COUNTY**

INTERLOCAL AGREEMENT

THE AGREEMENT, made and effective on January 18, 2021 by and between Forsyth County, North Carolina (the "County") on behalf of Forsyth County Department of Public Health, and the City of Winston-Salem (the "City"), on behalf of Winston-Salem Fairgrounds:

For the purpose and subject to the terms and conditions hereinafter set forth, the County and the City hereby agree as follows:

1. Services:

The CITY shall, as it pertains to COVID-19 vaccination at the fairgrounds:

- a) Provide access to the Education Building and all of its spaces including, but not limited to, lobbies and offices. Provide access to the property surrounding the Education Building to include the Inner Fairgrounds and Midway. At the City's discretion, an agent of the CITY may open facilities or access those spaces rented by the COUNTY for business purposes only. Keys may be entrusted to the COUNTY.
- b) Make reasonably clean restrooms available for use by individuals working events, including but not limited to restrooms in the Education Building.
- c) Provide security guards and crowd management staff during the entirety of vaccination clinics (including set up and clean-up times). The CITY and COUNTY will mutually agree upon the amount of staff needed and may scale up or down as operations warrant.
- d) Provide reasonable janitorial services during the entirety of vaccination clinics (including set up and clean-up times). This includes maintaining cleanliness of restrooms, floors, and trash. The CITY and COUNTY will mutually agree upon the amount of staff needed and may scale up or down as operations warrant.
- e) Ensure all parking lots and walkways are reasonably clear of any debris, snow or ice at all times. This includes the LJVM Coliseum Yellow Lot D.
- f) Provide use of electrical outlets, 60 tables, 500 chairs as needed.
- g) Allow directional signage and/or COVID-19 vaccination signage to be displayed on the property as needed.
- h) Allow the use of semi-permanent tents to be installed on the property as operations warrant.
- i) Provide access to the internet password and access to internet with as much bandwidth as the Education Building's system allows.

The COUNTY shall, as it pertains to COVID-19 vaccination at the fairgrounds:

- a) Assure that keys entrusted to the COUNTY will not be duplicated or shared with unauthorized individuals. Upon termination of the Agreement, all keys will be promptly returned to the CITY.
- b) Ensure that the Education Building, gates, and other areas utilized are properly secured at the close of events if CITY staff is not otherwise available to do so.
- c) Designate an employee at each event to serve as the on-site coordinator.
- d) Provide staffing to manage the vaccination clinic itself. Staffing may

- i. be provided via COUNTY employees, COUNTY vendor(s) and their agents, or
 - ii. vendors of the North Carolina Department of Health and Human Services and their agents, or
 - iii. North Carolina National Guard, or
 - iv. Hospital system employees and their agents.
- e) Ensure trash at the end of each event is placed in designated trash bins. (tables, chairs and other equipment /supplies may remain).
- f) Provide all supplies for the vaccination clinic, signage, tents, etc.

2. Term: The services of the CITY shall begin on January 18, 2021, through May 31, 2021, with an option to renew on a month-to-month basis if mutually agreed upon. This Agreement can be terminated by either party with a two-week notice or sooner if mutually agreed upon.

3. Compensation: As compensation for the CITY's services, the COUNTY agrees to reimburse the CITY for the COUNTY's actual costs based on pricing listed on **ATTACHMENT A**. The sum of compensation shall not exceed \$200,000, payable in monthly installments. The CITY shall bill the COUNTY monthly for services rendered during the preceding 30 days by submitting a detailed invoice to the COUNTY. The COUNTY shall pay all such bills within the following 15 days provided all elements of the Agreement are satisfactorily met.

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.

5. 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:

Robert Mulhearn, Public Assembly Facilities & Venue Manager
421 West 27th Street
Winston-Salem, NC 27105
rmulhearn@wsfairgrounds.com

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

FORSYTH COUNTY, NORTH CAROLINA

(SEAL)

By: _____
J. Dudley Watts, Jr, County Manager

Date: _____

ATTEST:

Ashleigh M. Sloop, Clerk to the Board

Date: _____

Approved as to form and legality.

This the ____ day of January 2021.

Gordon Watkins, County Attorney

CITY OF WINSTON-SALEM

(SEAL)

Lee Garrity, City Manager

By: _____

Date: _____

ATTEST:

Sandra Keeney, City Clerk

Date: _____

Approved as to form and legality.

This the ____ day of January, 2021.

Angela Carmon, City Attorney

ATTACHMENT A

Pricing Chart

Education Building, Parking Lots and Surrounding Properties	\$0.00
Electrical Outlets	\$50.00 Per Day
60 Tables and 500 Chairs	\$0.00
Security and Crowd Management Staff	\$18.00 Per Hour
Event Coordinator	\$150.00 Per Day
Janitorial Staff	\$18.00 Per Hour
Snow Removal and De-Icing of Parking Lots and Sidewalks	\$500.00 Per Event