

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: APRIL 13 2015

AGENDA ITEM NUMBER: 6

**SUBJECT: RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE TOWN OF KERNERSVILLE FOR THE SHARED USE OF A COOPERATIVE EXTENSION SERVICES DEPARTMENT POSITION TO PROVIDE CITIZEN EDUCATION CONCERNING NATURAL RESOURCES AND URBAN CONSERVATION ISSUES (COOPERATIVE EXTENSION SERVICES DEPARTMENT)**

**COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:** Recommend Approval

**SUMMARY OF INFORMATION:**

See attached

ATTACHMENTS:  YES  NO

SIGNATURE: \_\_\_\_\_

*J. Dudley Watts, Jr. /cdh*  
COUNTY MANAGER

DATE: April 8, 2015

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN  
INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND  
THE TOWN OF KERNERSVILLE FOR THE SHARED USE OF A  
COOPERATIVE EXTENSION SERVICES DEPARTMENT POSITION TO  
PROVIDE CITIZEN EDUCATION CONCERNING  
NATURAL RESOURCES AND URBAN CONSERVATION ISSUES  
(COOPERATIVE EXTENSION SERVICES DEPARTMENT)**

**WHEREAS**, Forsyth County and the Town of Kernersville share the need for citizen education concerning natural resources and urban conservation issues and both parties desire to proportionately share the cost of a position within the Cooperative Extension Services Department with administrative services by the Cooperative Extension Services Department;

**NOW, THEREFORE, BE IT RESOLVED** by the Forsyth County Board of Commissioners that the attached interlocal agreement between Forsyth County, on behalf of its Cooperative Extension Services Department, and the Town of Kernersville, on behalf of its Public Services Department, for the shared use and proportionate costs, payable annually, of a Cooperative Extension Services Department position to provide citizen education concerning natural resources and urban conservation issues with administrative services by the Cooperative Extension Services Department, effective July 1, 2015, is hereby ratified as required by N.C.G.S. 160A-461, and the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute the said interlocal agreement, on behalf of Forsyth County, subject to a pre-audit certificate thereon by the Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney. The original contract is incorporated herein by reference.

**BE IT FURTHER RESOLVED** that this resolution ratifying interlocal cooperation between Forsyth County, on behalf of its Cooperative Extension Services Department, and the Town of Kernersville, on behalf of its Public Services Department, is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this the 13<sup>th</sup> day of April 2015.

NORTH CAROLINA     )  
  )  
FORSYTH COUNTY        )

**INTERLOCAL AGREEMENT**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Town of Kernersville, North Carolina, on behalf of its Public Services Department (“the Town”) and Forsyth County, North Carolina, on behalf of its Cooperative Extension Services Department (“the County”);

**WHEREAS**, the County and Town share the need for citizen education concerning natural resources and urban conservation issues and both parties desire to work closely on common issues to make efficient use of educational efforts;

Pursuant to the provisions of N.C.G.S. 160A-461 et seq., the Town agrees to share the cost of a position currently within the Cooperative Extension Services Department to make efficient use of educational efforts concerning natural resources and urban conservation issues; and the County agrees to provide administrative functions for the position through the Cooperative Extension Services Department in consultation with the Kernersville Public Services Department and to share proportionately with the Town the time and effort with educational programs, all subject to the terms herein below:

I.

The County shall be responsible for providing administrative services, office space, personal furnishings, office furniture and supplies, for the shared position and the County shall provide the Town with a cost estimate for the Town’s portion of the expense for the shared position on March 15<sup>th</sup> of each year and to assist in minimizing any discrepancy between the projected position cost provided to the Town. It will be the responsibility of the County to provide the Town with a mid-year expenditure report covering the expense associated with the Extension Agent position providing services to the Town.

II.

The Town shall pay the annual bill for the proportionate amount for the shared position on a quarterly basis equal to one-fourth (1/4) of the amount budgeted for the undertaking for the fiscal year.

III.

This Agreement shall continue in force until the same is revoked in writing by either party, upon ninety (90) days’ written notice of the termination to the other party at the end of a fiscal year. The Agreement shall be effective July 1, 2015 after full execution of this Agreement.

IV.

Neither the Town nor the County will be required to take any action that compromises the operational needs of either the Forsyth County Cooperative Extension Services Department or the Kernersville Public Services Department.

V.

Both the Town and the County shall operate as independent contractors, and neither party shall be responsible for any of the acts or omissions of the other party. Both the Town and the County agree to indemnify, defend and hold the other party harmless from and against any and all claims, actions, expenses (including attorney's fees), costs or liability for wrongful acts or omissions of the other party in relation to this Agreement to the extent required by law.

Neither party has the authority to enter into contracts or agreements on behalf of the other party.

Both parties declare that they have complied with all federal, state, and local laws that may be required to carry out the services to be performed under this Agreement.

This Agreement shall be governed by North Carolina law, except that provisions regarding conflicts of laws shall not apply.

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

TOWN OF KERNERSVILLE

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Town Secretary

FORSYTH COUNTY, NORTH CAROLINA

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Clerk to the Board