

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: AUGUST 27, 2020

AGENDA ITEM NUMBER: 10A -10B

### SUBJECT:

- A. RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY, ON BEHALF OF THE FORSYTH COUNTY SHERIFF'S OFFICE, THE CITY OF WINSTON-SALEM, ON BEHALF OF WINSTON-SALEM POLICE DEPARTMENT, AND THE TOWN OF KERNERSVILLE, ON BEHALF OF THE KERNERSVILLE POLICE DEPARTMENT, FOR THE FORMATION OF A DRUG TASK FORCE
- B. RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF A MUTUAL ASSISTANCE AGREEMENT BETWEEN FORSYTH COUNTY, THE CITY OF WINSTON-SALEM AND THE TOWN OF KERNERSVILLE FOR TEMPORARY ASSISTANCE IN ENFORCING THE LAWS OF NORTH CAROLINA

(FORSYTH COUNTY SHERIFF'S OFFICE)

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

### SUMMARY OF INFORMATION:

As part of ongoing efforts by local law enforcement to disrupt the manufacture, sale, possession and use of controlled substances and to mitigate the loss of life and societal damage caused by such substances, such as drug addiction, the Forsyth County Sheriff's Office, Winston-Salem Police Department and Kernersville Police Department wish to combine existing human resources in vice-narcotics enforcement and establish a joint enforcement unit to be known as the Forsyth County Drug Task Force.

The attached resolutions approve an Interlocal Agreement establishing the Task Force, as well as a Mutual Assistance Agreement so that the Task Force will have jurisdiction throughout Forsyth County.

The initial term of the Interlocal Agreement will be five (5) years, with the option to renew for an additional five-year period, upon written notice of intent from all parties.

The Task Force will operate from a location to be leased by the City of Winston-Salem. The base rent is \$6.50 per sq. ft., or \$135,525 per year, with annual increases of two percent. The City, as tenant, would be responsible for utilities, maintenance, taxes, and insurance. Under the Interlocal Agreement the Forsyth County Sheriff's Office share of these expenses is 40%. The Landlord will make a number of requested renovations at an estimated cost to the Landlord of \$82,000.

The estimated cost of the Agreement has been calculated by Forsyth County General Services and is shown in the chart below:



**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN  
INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY, ON BEHALF OF THE  
FORSYTH COUNTY SHERIFF'S OFFICE, THE CITY OF WINSTON-SALEM, ON  
BEHALF OF WINSTON-SALEM POLICE DEPARTMENT, AND THE TOWN OF  
KERNERSVILLE, ON BEHALF OF THE KERNERSVILLE POLICE DEPARTMENT,  
FOR THE FORMATION OF A DRUG TASK FORCE  
(FORSYTH COUNTY SHERIFF'S OFFICE)**

**WHEREAS** as part of ongoing efforts by local law enforcement to combat the manufacture, sale, possession and use of controlled substances and to mitigate the loss of life and societal damage caused by such substances, the Forsyth County Sheriff's Office, Winston-Salem Police Department, and Kernersville Police Department wish to group their existing vice and narcotics enforcement resources to establish a joint enforcement unit to be known as the Forsyth County Drug Task Force;

**WHEREAS** the day-to-day operations of the Forsyth County Drug Task Force will be governed by a Memorandum of Understanding to be entered into between the parties; and

**WHEREAS** an interlocal agreement pursuant to N.C.G.S. § 160A-460 et seq. is required for the establishment of the Task Force;

**NOW, THEREFORE, BE IT RESOLVED**, by the Forsyth County Board of Commissioners that the attached Interlocal Agreement between Forsyth County, the City of Winston-Salem, and the Town of Kernersville for the formation of a joint Drug Task Force, is hereby ratified as required by N.C.G.S. 160A-461, and the Chairman or County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the attached Interlocal 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, the City of Winston-Salem, and the Town of Kernersville is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this the 27<sup>th</sup> day of August, 2020.

**STATE OF NORTH CAROLINA**

**FORSYTH COUNTY**

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF WINSTON-SALEM,  
FORSYTH COUNTY, AND THE TOWN OF KERNERSVILLE  
FOR THE FORMATION OF A JOINT NARCOTICS TASK FORCE**

This Agreement is made and entered into effective the 1st day of July, 2020, by and between the City of Winston-Salem, acting by and through its governing body, the City Council, hereinafter referred to as City, Forsyth County, acting by and through its governing body, the Board of Forsyth County Commissioners, hereinafter referred to as County, and the Town of Kernersville, acting by and through its governing body, the Board of Aldermen, hereinafter referred to as Town.

**WITNESSETH:**

WHEREAS the City, County, and Town desire to establish a joint task force to investigate and enforce North Carolina controlled substance violations, such task force to be referred to as the Forsyth County Drug Task Force (the "Task Force"); and

WHEREAS the parties wish to set forth the terms and conditions for the establishment and operation of the Task Force in this Agreement pursuant to N.C.G.S. § 160A-461;

NOW, THEREFORE, the City, County, and Town agree as follows:

1. Purpose and function. The purpose of this Agreement is to define the rights and responsibilities of the parties in the creation and maintenance of the Task Force. The primary function of the Task Force will be the investigation and enforcement of laws relating to controlled substances.
2. Term of Agreement; Renewal; Termination. This Agreement shall be effective July 1, 2020, and shall continue in full force and effect up to and including June 30, 2025. This Agreement may renew for an additional five-year term if all parties provide written notice of intent to renew at least sixty (60) days prior to the end of the initial term. If any party desires to terminate this agreement before the end of a term, that party must provide written notice to the other parties at least 180 days before the date of termination.
3. Composition of Task Force. The Task Force will be established by merging the existing vice and narcotics divisions of the City, County, and Town, and including the staff of the City Crime Stoppers. For the Task Force, the City will provide 22 narcotics personnel, in addition to the Crime Stoppers unit, the County will provide 11 narcotics personnel, and the Town will provide 5 narcotics personnel.

4. Operations and Mutual Aid.

- a. The Forsyth County Sheriff, Winston-Salem Police Chief, and Kernersville Police Chief will agree on mutually acceptable operational policies for the Task Force including, but not limited to, the following: crime reporting criteria and coding for Task Force activity, vehicle markings and identification, uniforms, handling of evidence collected and stored by Task Force officers, and policies regarding pursuit of controlled substance offenders.
- b. As the Task Force will be operating within the entire geographic area of Forsyth County, the parties, the Sheriff, the City Police Chief, and the Town Police Chief agree that the City and Town police departments will be required and allowed to operate outside of their municipal territorial jurisdictions. The Sheriff, City Police Chief, and Town Police Chief agree that each law enforcement agency shall provide mutual assistance to the other agencies as to each operation conducted by the Task Force pursuant to a Mutual Assistance Agreement to be entered into between the parties under N.C.G.S. § 160A-288 and § 90-95.2. To the extent that any provision of the Mutual Assistance Agreement and this Interlocal Agreement conflict, the terms of this Interlocal Agreement shall govern.
- c. The Task Force will consist of multiple independent enforcement squads consisting of at least one (1) major case team specifically dedicated to the investigation of drug trafficking organizations and at least two (2) enforcement teams dedicated to low and mid-level drug investigations. The Task Force will be governed by an Executive Board which will be primarily responsible for matters of policy and a Command Committee which will be primarily responsible for personnel decisions and assignments.
- d. Each party shall bear its own costs for personnel, vehicles, equipment, uniforms, computers, office supplies, training, and other necessary expenses. Notwithstanding anything to the contrary herein, the parties shall pay for office and building space as set forth in Section 5.

5. Lease.

- a. The City will lease a suitable office location in or near Winston-Salem to house City and County staff for the Task Force as needed. The City will provide janitorial service and information technology services, exclusive of end user equipment, for the location. The County will reimburse the City for forty (40) percent of the cost of this lease, including taxes, utilities, minor repair expenses and insurance. Sixty (60) percent of the office space shall be provided to City staff, and 40 percent of the office space shall be provided to County staff. The City and County may provide some of their office space to other law enforcement agencies if each such agency executes a sublease agreement and both the City and County agree to such shared use. The Task Force may use common areas within this location. For its 40 percent share of the costs of the lease, the County shall

pay the City an amount not to exceed the following amounts for the base rent for each year of this lease, in addition to its share of taxes, utilities, minor repairs and insurance:

2020-21	\$ 54,210.00
2021-22	\$ 55,294.22
2022-23	\$ 56,400.10
2023-24	\$ 57,528.00
2024-25	\$ 58,678.66

If the Agreement is renewed for a second five-year term, the County shall pay an amount not to exceed the following amounts for the base rent for each year of the second term of this lease, in addition to its share of taxes, utilities, minor repairs and insurance:

2025-26	\$ 59,852.21
2026-27	\$ 61,049.23
2027-28	\$ 62,270.21
2028-29	\$ 63,515.62
2029-30	\$ 64,785.94

- b. The Town will maintain its existing office location in or near Kernersville to house the Town staff for the Task Force. The Task Force may use common areas within this location.

6. Equitable Sharing. Pursuant to the U.S. Departments of Justice and Treasury *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies*, the City, County, and the Town agree to the following equitable sharing percentages to be applied to the local government portion of any forfeitures or other revenue arising from the operation and activities of the Task Force:

City of Winston-Salem	55%
Forsyth County	30%
Town of Kernersville	15%.

Any revenue received shall be distributed, allocated according to the percentages above, directly to the chief financial officers of the City, County, and Town.

7. Liability. To the extent required by law, and as outlined in detail in the Mutual Assistance Agreement to be entered into between the parties, each party to this Agreement will be responsible for its own acts under this Agreement and will not be liable for the acts of the other parties.
8. Entire Agreement; Amendment. This Agreement, together with the Mutual Assistance Agreement referenced in Section 4.b. hereinabove, is the entire Agreement between the

parties hereto as to the subject matter herein. This Agreement may be amended or renewed by written Agreement of all parties.

9. 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.
10. Assignment. This Agreement may not be assigned by any party, nor shall the performance of any duties under this Agreement be delegable by any party, without the prior written consent of all parties. This Agreement shall not be assignable by operation of law.
11. Governing Law. This Agreement shall be governed by, and construed according to the laws of the State of North Carolina, without regard to provisions relating to conflicts of interest.

This Agreement has been ratified by resolution spread upon the minutes of the Winston-Salem City Council, the Forsyth County Board of Commissioners, and the Kernersville Board of Aldermen.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF WINSTON-SALEM

\_\_\_\_\_  
Lee D. Garrity, City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Sandra R. Keeney, City Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Catrina A. Thompson, Police Chief

\_\_\_\_\_  
Date

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Angela I. Carmon, City Attorney

\_\_\_\_\_  
Date

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT AND FISCAL CONTROL ACT.

\_\_\_\_\_  
Lisa Saunders, City Chief Financial Officer

\_\_\_\_\_  
Date

FORSYTH COUNTY

\_\_\_\_\_  
J. Dudley Watts, Jr., County Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Ashleigh Sloop, Clerk to the  
County Board of Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bobby F. Kimbrough, Jr., Forsyth County Sheriff

\_\_\_\_\_  
Date

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
B. Gordon Watkins III, County Attorney

\_\_\_\_\_  
Date

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE  
LOCAL GOVERNMENT AND FISCAL CONTROL ACT.

\_\_\_\_\_  
Paul L. Fulton, Jr., County Chief Financial Officer

\_\_\_\_\_  
Date

TOWN OF KERNERSVILLE

\_\_\_\_\_  
Curtis Swisher, Town Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Keith Hooker, Clerk to the Board of Aldermen

\_\_\_\_\_  
Date

\_\_\_\_\_  
Timothy R. Summers, Police Chief

\_\_\_\_\_  
Date

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
John G. Wolfe III, Town Attorney

\_\_\_\_\_  
Date

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT AND FISCAL CONTROL ACT.

\_\_\_\_\_  
Frank Ader, Director, Town Finance Department

\_\_\_\_\_  
Date

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF  
A MUTUAL ASSISTANCE AGREEMENT BETWEEN  
FORSYTH COUNTY, THE CITY OF WINSTON-SALEM AND  
THE TOWN OF KERNERSVILLE FOR TEMPORARY ASSISTANCE  
IN ENFORCING THE LAWS OF NORTH CAROLINA  
(FORSYTH COUNTY SHERIFF'S OFFICE)**

**WHEREAS** pursuant to the provisions of N.C.G.S. 160A-288 and N.C.G.S. 90-95.2, the head of any law-enforcement agency may temporarily provide assistance to another agency in enforcing the laws of North Carolina in accordance with rules, policies, and/or guidelines officially adopted by the governing body of the city or county by which he is employed;

**WHEREAS** such assistance may include allowing officers of the agency to work temporarily with officers of the requesting agency (including in an undercover capacity);

**WHEREAS** while working with the requesting agency under the above legal authority, an officer shall have the same jurisdiction, powers, rights, privileges and immunities as the officers of the requesting agency in addition to those the officer normally possesses; and

**WHEREAS** the City of Winston-Salem and the Town of Kernersville have agreed to enter into a Mutual Assistance Agreement with Forsyth County for temporary assistance by their respective law enforcement agencies;

**NOW, THEREFORE, BE IT RESOLVED**, pursuant to the provisions N.C.G.S 160A-288 and N.C.G.S. 90-95.2, that the Forsyth County Board of Commissioners hereby ratifies participation by Forsyth County, through its Sheriff's Office, in a Mutual Assistance Agreement to provide temporary assistance in enforcing the laws of North Carolina with the City of Winston-Salem and the Town of Kernersville, by and through their respective police departments; and

**BE IT FURTHER RESOLVED**, by the Forsyth County Board of Commissioners that the Chairman or County Manager and Clerk to the Board are hereby authorized to execute, if necessary, on behalf of Forsyth County, the attached Mutual Assistance Agreement, which is incorporated herein by reference, with the City of Winston-Salem and the Town of Kernersville, 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.

Adopted this the 27<sup>th</sup> day of August, 2020.

## MUTUAL ASSISTANCE AGREEMENT

This Mutual Assistance Agreement ("Agreement,") is made and entered into effective August 10th, 2020, by and between the Winston-Salem Police Department, the Forsyth County Sheriff's Office and the Kernersville Police Department.

WHEREAS, North Carolina General Statutes § 160A-288 and § 90-95.2 provide that the heads of law enforcement agencies may temporarily provide assistance to other agencies in enforcing the laws of North Carolina, including specifically the North Carolina Controlled Substances Act; and

WHEREAS, the parties hereto wish to provide such temporary assistance to each other at appropriate times and under the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. Definitions.

"Assistance" may include the temporary assignment of personnel, equipment resources, materials and/or supplies and other resources.

"Authorized Representative" means the particular employee of a party who has been designated by the Sheriff and/or Police Chief to take actions appropriate and necessary for carrying out this Agreement.

"Provider" means the law enforcement agency which receives a request to provide, or is providing, temporary assistance to another agency pursuant to this Agreement.

"Recipient" means the law enforcement agency which is requesting and/or receiving temporary assistance from another agency pursuant to this Agreement.

**2. Principle of Mutual Assistance; Limitations.** The parties acknowledge and agree that their first responsibility is to their own citizens and that either may decline a request to provide assistance under this Agreement when doing so could jeopardize that agency's service to its own citizens. If an agency determines that it cannot provide assistance to a request due to its obligations to its own citizens, that agency shall so respond to the request for assistance.

**3. Requesting Assistance.** Requests for assistance under this Agreement should be made in writing to the Authorized Representative of the other agency; provided, however, that in the event of exigent circumstances, a verbal request for assistance may be made and followed with the written request within a reasonable time of the assistance having been provided. A request for assistance should specify in as much detail as possible the type of assistance needed, the anticipated length of time such assistance will be needed and the time and place to which assisting personnel of the Provider should report.

**4. Responding to a Request for Assistance.** An agency receiving a request for assistance shall evaluate its ability to provide such assistance, taking into consideration its obligations to its own citizens as outlined in Section 2., above. If the agency is not able to provide the assistance requested, the agency shall so notify the Recipient in writing. If the agency is able to provide the assistance requested, it shall respond in writing and include at least the following information: (1) the name of its Authorized Representative; (2) a description of the assistance which is available to be provided; and (3) how long such assistance will be available. In the event of exigent circumstances, a verbal response that includes the information set out above shall be provided and followed with a written response within a reasonable time of the assistance having been provided.

**5. Supervision of Assistance Personnel.** For purposes of this section, Provider's personnel temporarily assigned to assist Recipient shall be referred to as "Assistance Personnel." Assistance Personnel remain employees of, and subject to the direct control and supervision of, the Provider at all times while such personnel are temporarily assigned to assist Recipient. While on duty with the Recipient, Assistance Personnel shall be subject to the lawful operational commands of superior officers of the Recipient. However, Assistance Personnel shall for personnel and administrative purposes remain under the control of the Provider, including for purposes of compensation. Whenever deemed necessary or appropriate, Provider will designate one or more members of such Assistance Personnel for the time such personnel are assigned to assist Recipient. Those supervisors will be responsible for coordinating efforts with Recipient, directing and monitoring the activities of the Assistance Personnel in support of Recipient, maintaining all paperwork in connection with the provision of assistance to Recipient, and performing such other supervisory functions as may be necessary or appropriate. Recipient agrees to provide Assistance Personnel with whatever credentials and/or access may be necessary in order for Assistance Personnel to carry out the purposes of this Agreement.

**6. Recall of Assistance by Provider.** Provider may recall any assistance being provided to Recipient by Provider under this Agreement when necessary in order for Provider to meet its obligations to its own citizens. Where possible, a Provider intending to recall assistance will provide Recipient with twenty-four (24) hours' notice; otherwise, Provider shall give as much advance notice of recall as possible.

7. **Authority of Assistance Personnel.** Pursuant to N.C.G.S § 160A-288, whenever Assistance Personnel are rendering assistance pursuant to this Agreement, such Assistance Personnel shall have the same jurisdiction, powers, rights, privileges and immunities (including those relating to the defense of civil actions and payment of judgments) as the officers of Recipient, all in addition to those he/she normally possesses.

8. **Workers' Compensation.** Assistance Personnel shall be entitled to Workers' Compensation and the same benefits when acting pursuant to this agreement to the same extent as though he or she were functioning within the normal scope of his/her duties. The parties agree that each County shall be responsible for payment to its own respective employees of benefits under the North Carolina Workers' Compensation Act, Chapter 97 of the North Carolina General Statutes, due to personal injury or death occurring during the period of time such employees are engaged in the rendering of assistance under this Agreement.

9. **Immunity.** All activities performed under this Agreement are hereby declared to be governmental functions which are covered by governmental immunity. While acting in compliance with, or while reasonably attempting to comply with this Agreement, the parties shall not be liable for the death or injury of any person nor damage to property occurring as a result of such actions.

10. **Hold Harmless.** Each party agrees to protect, defend, indemnify and hold the other party and its officers, elected officials, employees, representatives and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of that party's negligent acts, errors and/or omissions; **except** to the extent that those acts, errors and/or omissions were the direct result of orders given by the Recipient Agency to the Assistance Personnel. Each party further agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions and shall determine for itself which kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep and save harmless the other party to the Agreement.

11. **Term of Agreement.** The initial term of this Agreement shall be one (1) year from its effective date. This Agreement will automatically renew for additional one-year terms unless notice of intent not to renew is provided to the other party in writing at least thirty days prior to the expiration of the then-current term.

12. **Rules, Policies, Etc.** This Mutual Assistance Agreement shall constitute the rules, policies, guidelines, conditions and restrictions officially adopted by the governing body of each party hereto.

**13. Miscellaneous.** This Agreement is the entire agreement between the parties as to the subject matter herein, and may only be amended by a writing signed by both parties. This Agreement shall be governed by and construed according to the laws of the State of North Carolina, without regard to its choice of law principles.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first above written.

WINSTON-SALEM  
DEPARTMENT

FORSYTH COUNTY  
SHERIFF'S OFFICE

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Catrina Thompson  
Chief of Police

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Bobby F. Kimbrough, Jr.  
Sheriff

KERNERSVILLE POLICE DEPARTMENT

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Tim Summers  
Chief of Police