

NORTH CAROLINA)
FORSYTH COUNTY)

CITY/COUNTY COOPERATIVE GOVERNMENTAL
SERVICES FUNDING AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2012, is between the County of Forsyth, a political subdivision of the State of North Carolina, hereinafter called the County, and the City of Winston-Salem, a municipal corporation organized under the laws of the State of North Carolina, hereinafter called the City.

GENERAL PROVISIONS:

1. The purpose of this Agreement is to amend the contractual arrangements between the City and County to provide cooperative governmental services for both the City and the County, for the purposes provided herein.

2. This Agreement, upon the execution by both the City and the County, shall supersede all previous interlocal funding agreements between the parties related to the undertakings set forth and described herein upon the effective date provided herein, whether set forth in formal written agreements or previously agreed upon or followed, except where state law provides otherwise. Except as relates to funding provisions, the previous agreements shall in all respects remain in full force and effect.

3. The City and County contract and agree with each other in accordance with Article 20, Part 1 of Chapter 160A of the North Carolina General Statutes and other applicable laws:

4. The City and County hereby agree to compensate the other the cost of funding and providing each undertaking and service agreed to in this contract as indicated below in Section I, Payment Formulae. Such cost shall consist of all expenses which can be specifically identified with the service being provided. The list of cost items will be reviewed and approved by both the City and County Managers prior to the annual submission of budgets to the respective governing bodies.

I. PAYMENT FORMULAE:

A. Services to be Administered by the City:

- (1) The net expense of the City-County Planning Board and the Planning staff shall be apportioned fifty percent to the City and fifty percent to the County. Net expense will be determined by subtracting the following from gross expense:
 - (a) Support from Federal, State and other grants and gifts; and
 - (b) Support from program generated revenues, including but not limited to fees for providing maps, ordinances and zoning petition fees.
- (2) The net expense of the Winston-Salem/Forsyth County Transportation Planning program shall be apportioned fifty percent to the City and fifty percent to the County. Net expense will be determined by subtracting the following from gross expense:
 - (a) Support from Federal Transit Administration (FTA), North Carolina Department of Transportation, and other grants and gifts; and
 - (b) Support from program generated revenues.
- (3) The net expense of the City-County Emergency Management program shall be apportioned fifty percent to the City and fifty percent to the County. Net expense will be determined by subtracting the following from gross expense:
 - (a) Expenses borne by the State and Federal government; and
 - (b) Revenues from grants, copying fees and other program generated revenues.
- (3a) In addition, the County agrees to pay fifty percent of the personnel cost of three City firefighters, which reflect additional staffing required to perform hazardous materials (HAZMAT) response duties throughout the City and County. All other HAZMAT response team expenses are already included in Emergency Management's budget. The personnel expenses shall be based on City job rate salaries, associated fringe benefits, and the supplemental pay contributions.
- (4) The expenses of the City/County Purchasing Department, excluding any services provided exclusively for the City or County will be apportioned to the City and County by computing an average of:
 - (a) Percentage of purchase order line item activity by each jurisdiction.

- (b) The percentage of total dollar volume of purchase orders by each jurisdiction.
- (c) The percentage of administrative time that this department dedicates to each jurisdiction.

The percentages to be used will be based upon the actual percentage breakdown for the most recent audited year. The percentages will be updated annually by the Purchasing Director, with the agreement of both the City and County Managers.

The percentages will also be reviewed if a material change occurs, such as the number of departments served by either jurisdiction, or the activities of the Purchasing Department are changed.

- (5) The expense of Historic Bethabara Park shall be funded 100% by the City, rather than apportioned equally to the City and County, as in the past. It is the goal of the County to transfer County parks located in incorporated areas to the overlapping municipality, if mutually agreed upon. The emphasis of the County's efforts in providing open space and recreational facilities in the future will be larger, more regional facilities.
- (6a) The expenses of the Inspections Division, including the cost of Zoning Enforcement, Construction Control, and Inspections administration related to these programs, but excluding any expenses related to the enforcement of any City Ordinance for which the County has no counterpart ordinance and any general program generated revenues (not permit revenues), will be apportioned to the City and the County based upon the percentage of permit revenues received from permits issued within the City limits compared to permit revenues received from permits issued outside the City limits. From the City's share will be subtracted actual permit fees collected from inside the City limits and from the County's share will be subtracted actual permit fees collected from outside the City limits. The percentages will be updated annually by the Inspections Superintendent to reflect the actual experience of the latest completed fiscal year for which actual permit revenue information is available and will be agreed to by both the City and County Managers.
- (6b) The expenses of Erosion Control, and administration related to this program, but excluding any expenses related to the enforcement of any City Ordinance for which the County has no counterpart ordinance and any general program generated revenues (not permit revenues), will be apportioned to the City and the County based upon the percentage of permit revenues received from permits issued within the City limits compared to the permit revenues received from permits issued outside the City limits. From the City's share will be subtracted

actual permit fees collected from inside the City limits and from the County's share will be subtracted actual permit fees collected from outside the City limits. The percentages will be updated annually by the Director of Stormwater to reflect the actual experience of the latest completed fiscal year for which actual permit revenue information is available and will be agreed to by both the City and County Managers.

- (7) The net expense of the Trans-AID program (operations and capital) shall be apportioned to the City and County based on the percentage breakdown of trips provided inside the City limits versus outside the City limits. Due to difficulty in measuring the trips and associated work load related to areas outside the City limits, the distribution of costs shall be initially set at 85% City and 15% County, pending the availability of actual trip and mileage data. Capital expenditures, which would include any match requirements for capital grants provided by the Federal Transit Administration and/or the North Carolina Department of Transportation, as well as any other capital grants, would be apportioned to the City and County on the same basis.

Net expense will be determined by subtracting the following from gross expense:

- (a) Support from Federal Transit Administration (FTA), North Carolina Department of Transportation, and other grants and gifts; and
 - (b) Support from program generated revenues.
- (8) Operating expenses for arrestee processing at the Forsyth County Detention Center shall be apportioned to the City and the County based upon the percentage of City arrests to non-City arrests. After the apportionment of expenses has been calculated, any revenues generated due to the City will be deducted from the City share of expenses, and any revenues generated due to the County will be deducted from the County share of expenses.
 - (9) Operating and capital expenses associated with City-County consolidated law enforcement evidence management shall be apportioned based on the percentage of inventory items collected by the City and the County. Items shall be identified by property report numbers to determine the percentage of costs to be apportioned to each jurisdiction. Operating and capital expenses would include the cost of the space in the Alexander R. Beaty Public Safety Training and Support Center (i.e., utilities and facility maintenance expenses prorated for the square footage used by evidence management), personnel salaries and benefits, and equipment/supplies. Debt service expenditures on the building would not be included.

B. Services to be Administered by the County:

- (1) The County provides property tax collection services relating to City and County *ad valorem* taxes. In consideration for these services, and also for the collection of Winston-Salem sanitation liens, the amount the City will pay the County for tax collection services will be based on the two following calculations:
 - (a) One and one-half percent of the total amount of *ad valorem* taxes levied on registered motor vehicles within the Winston-Salem city limits, including interest and penalties pursuant to N.C.G.S. 105-330.5; and,
 - (b) A calculated percentage of total tax collection costs, excluding registered motor vehicle tax collection payments from Winston-Salem, Forsyth County, and other Forsyth County municipalities, based on the ratio of the number of *ad valorem* tax records prepared for property within the City of Winston-Salem, excluding those for registered motor vehicles, to the combined total of *ad valorem* tax records, excluding those for registered motor vehicles, for all municipalities, as well as Forsyth County.
 - (c) To ensure that amounts collected by the State for ad valorem taxes on registered classified motor vehicles pursuant to Chapter 105, Article 105, and Chapter 20 of the North Carolina General Statutes are properly remitted, the County agrees to disburse to the City its share of net registered classified motor vehicle tax revenues in amounts calculated consistent with the manner in which the State remits the net motor vehicle revenue funds to the County.
- (2) The annual administrative and registration expenses of the Board of Elections will be funded in full by the County. Municipalities do not require an overlay of additional administrative and registration services, beyond what is provided countywide.

In addition to the above, election expenses shall be apportioned as follows:

The County shall be fully responsible for all costs of a County-wide regular election or a County-called special election [each, a “County Election”]. Provided, however, if the City adds an issue or issues to the ballot of a County Election, the City shall be responsible for the additional costs necessarily incurred to add the City issues to the ballot. These additional costs could include such things as the additional cost of precinct officials, additional advertising costs, additional ballot costs, and additional cost of precincts required to be open.

The City shall reimburse the County for all costs of a City-wide regular election

or a City-called special election [each, a “City Election”]. Provided, however, if the County adds issues to the ballot of a City Election, the County shall be responsible for the additional costs necessarily incurred to add the County issues to the ballot. These additional costs could include such things as the additional cost of precincts required to be open, additional advertising costs, additional ballot costs and the cost of any additional precinct officials.

- (3) The net expense associated with the City-County Interagency Communications program shall be apportioned equally between the City and the County for all jointly owned property of the 800 MHz radio system, including, but not limited to licensing fees, electricity, fuel, leases for all tower sites, staff support provided by the City and/or the County, and other associated expenses.

The net expense will be determined by subtracting the following from gross expense:

- (a) Support from Federal, State and other grants and gifts; and
- (b) Support from program generated revenues, including but not limited to fees and rental income from the lease of cell tower space.

Operational and maintenance costs associated with property separately-owned by either the City or the County related to the 800 MHz radio system will be borne by the owner thereof.

- (4) Operating expenses for consolidated law enforcement and fire training shall be apportioned as follows:
 - (a) The County shall pay the operating expenses for fire training located at the Northwest Fire Training Facility; and
 - (b) The City shall pay the operating expenses for the law enforcement indoor firing range.

II. PAYMENTS AND FINAL BILLING

For the first three quarters of each fiscal year, the payment for expenses by the City and County for undertakings included in this Agreement shall be paid to each unit at the close of each quarter and shall equal one-fourth of the amount budgeted for the undertaking for the fiscal year. The fourth quarter payment shall be based on a settlement report prepared with final costs as shown in each unit's audited financial statement and in accordance with the formulae or method described herein.

To assist in minimizing any discrepancy between the actual fourth quarter payment and the original budgeted amount, it will be the responsibility of each unit to provide the other with a mid-year expenditure and revenue report covering the undertakings and services covered by each unit under this Agreement. In addition, any major change or changes in any joint City-County program or service that would increase the cost to the other unit over the original amount budgeted by that unit by more than \$10,000 must receive prior approval by both units before implementation can occur. If the program change or changes result in increased costs of less than \$10,000, it is the responsibility of the implementing unit's manager to notify the other of such a change. Finally, each unit will prepare and send to the other an estimated final cost for each unit's service by June 1st of each fiscal year.

III. AMENDMENTS AND TERMINATIONS

This Agreement may be amended by written agreement executed by the parties hereto.

This Agreement shall become effective on July 1, 2012, and continue in force until same is revoked in writing by either of the parties hereto, upon ninety (90) days written notice of the termination to the other party. Termination will only be allowed at the end of a fiscal year.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed, and their corporate seals to be affixed by their duly authorized corporate officers, in duplicate originals, one of which is retained by each of the parties, the day and year first above written.

ATTEST:

(SEAL) FORSYTH COUNTY

By: _____
Clerk to the Board

By: _____
Chairman, Board of Commissioners

ATTEST:

(SEAL) CITY OF WINSTON-SALEM

By: _____
City Secretary

By: _____
Mayor

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. Provision for the payment of moneys to fall due under this Agreement within the current fiscal year has been made by an appropriation duly authorized.

Chief Financial Officer
Forsyth County

Date

Chief Financial Officer
City of Winston-Salem

Date