

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE:   MAY 9, 2016   AGENDA ITEM NUMBER:   9  

**SUBJECT: RESOLUTION RATIFYING, APPROVING, AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND GUILFORD COUNTY FOR THE CONSTRUCTION OF AN 800 MHZ COMMUNICATIONS TOWER WITHIN TRIAD PARK**

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

**SUMMARY OF INFORMATION:**

Forsyth County and Guilford County jointly own the property located in Triad Park. Forsyth County received a request from Guilford County to enter into an Interlocal Agreement to place a 360 ft Communications Tower in Triad Park for Guilford County's and the City of Greensboro's Emergency Services 800 MHz system.

Guilford County looked at six potential sites within Triad Park and determined that the most appropriate site, which would result in the least impact to other park services, was located off of the access road leading to Crosscreek Road going towards the Triad Park Maintenance facility. Guilford County proposes to upgrade the existing gravel access road and expand it to minimize the impact on County park staff's use of the area for staging mulch piles, and other parks maintenance purposes.

The proposed tower and equipment facility compound will encompass an area 75' x 75' or 5,625 square feet and will have green screening (vegetation) to minimize the visual impact of the tower base and equipment facility.

The proposed Interlocal Agreement will stipulate the following:

1. Forsyth County will have no financial obligation for the construction, installation, and subsequent maintenance of the tower or the facility to be built to house the radio system equipment unless Forsyth decides to become a part of the Greensboro/Guilford 800 MHz system. If so, it would be negotiated under a separate agreement and is not a part of the interlocal agreement for the construction of the tower.
2. Guilford County agrees to indemnify Forsyth County for any issues occurring as a result of the tower compound construction and subsequent maintenance.
3. All financial responsibility for the communications infrastructure project, including the upgrade of an existing access road, will be borne by Guilford County and the City of Greensboro.
4. This agreement in no way impacts the Triad Park Operational Interlocal Agreement between Forsyth and Guilford counties.
5. Forsyth County agrees to give 24 hour access to the site for 800 MHz system and tower monitoring, maintenance, and repair.
6. If Forsyth County decides to become a part of the Greensboro/Guilford 800 MHz system, it would be under a separate arrangement and its terms are neither negotiated nor outlined within this item.
7. The 800 MHz Communications Tower will be located in the Guilford County portion of Triad Park and Guilford County will be responsible for complying with all applicable zoning requirements of Guilford County prior to constructing the tower.

ATTACHMENTS:     YES     NO

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

*J. Rudley Cletty Jr. /cdh*  
COUNTY MANAGER

DATE: \_\_\_\_\_

  May 4, 2016

**RESOLUTION RATIFYING, APPROVING, AND AUTHORIZING EXECUTION OF  
AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND  
GUILFORD COUNTY FOR THE CONSTRUCTION OF  
AN 800 MHZ COMMUNICATION TOWER WITHIN TRIAD PARK**

**WHEREAS**, since January 1, 1996, Forsyth County and Guilford County have operated under an interlocal agreement for the shared expenses of Triad Park specific to ownership and operations; and

**WHEREAS**, Guilford County and the City of Greensboro currently are in need of an 800 MHz tower site in western Guilford County for public safety coverage; and

**WHEREAS**, Guilford County Emergency Services, with assistance from the Forsyth County Parks and Recreation Department identified several locations as potential sites for an 800 MHz tower and agreed upon a location in the northern portion of the Park with no potential for future or current development; and

**WHEREAS**, Forsyth County and Guilford County have negotiated an agreement pursuant to the provisions of N.C.G.S. 160A-460, et seq. to construct an 800 MHz tower within Triad Park for the Guilford/Greensboro 800MHz Radio System;

**NOW, THEREFORE, BE IT RESOLVED** by the Forsyth County Board of Commissioners that the attached Interlocal Agreement between Forsyth County and Guilford County for the use of land within Triad Park is hereby ratified as required by N.C.G.S. 160A-461 and approved, and the Chairman or the County Manager and Clerk to the Board are hereby authorized to execute the said agreement, on behalf of Forsyth County, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

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

Adopted this 9<sup>th</sup> day of May 2016.

STATE OF NORTH CAROLINA  
GUILFORD COUNTY

INTERLOCAL LAND USE AGREEMENT BETWEEN  
GUILFORD AND FORSYTH COUNTIES

THIS INTERLOCAL LAND USE AGREEMENT is hereby made and entered into this 15<sup>th</sup> day of May, 2016, by and between **GUILFORD COUNTY, on behalf of its Emergency Services Department**, hereinafter referred to as “**GUILFORD**,” and **FORSYTH COUNTY**, on behalf of its Parks and Recreation Department, hereinafter referred to as “**FORSYTH**,” and also collectively referred to as the “**PARTIES**.”

WITNESSETH:

WHEREAS, GUILFORD and FORSYTH Counties have collaborated in a joint ownership and operating Agreement (Guilford County Contract No. 31500-12/95-177) for TRIAD PARK, hereafter referred to as “PARK” since January 1, 1996, to benefit the citizens of both communities, and have determined that there are mutual interests and advantages for the PARTIES to maintain this relationship; and,

WHEREAS, that Agreement was reaffirmed in 2007 with Amendment 1, and,

WHEREAS, GUILFORD has a need to enhance its current 800 MHz radio infrastructure and,

WHEREAS, FORSYTH has expressed interest in exploring mutually beneficial public safety radio infrastructure,

NOW, THEREFORE, for the purpose and subject to the terms and conditions hereinafter set forth, it is hereby agreed as follows:

1. This Agreement is separate and distinct from all previous Agreements related to ownership and management of the PARK.
2. This Agreement shall be effective as of May 15, 2016, until such time as being amended or terminated by the PARTIES. The terms of this Agreement may only be modified or amended with a written Contract Amendment executed by the PARTIES.
3. FORSYTH shall have no financial responsibility in the construction, maintenance, or upkeep of this Tower unless they elect to become part of the GREENSBORO/ GUILFORD 800 MHz system. If such an election is made, it will be subject to its own Agreement, and its terms are neither negotiated nor outlined within this document.
4. Further, FORSYTH and GUILFORD agree that the land within the PARK on which the Tower and equipment facility is to be located shall be maintained solely by GUILFORD (and the CITY OF GREENSBORO through a separate agreement) for the life of the Tower. The specific location of the tower is delineated in the attached Exhibit A. The Tower will not be subject to the joint payment of expenses, maintenance, or other provisions contained in the original Triad Park Joint Ownership and Operating Agreement between the Parties.

**GUILFORD COUNTY CONTRACT NO. 31510-03/16-257  
COUNTY OF FORSYTH**

5. The 800 MHz Communications Tower will be located in the Guilford County portion of Triad Park and Guilford County will be responsible for complying with all applicable zoning requirements of Guilford County prior to constructing the tower.
6. All financial responsibility for this communications infrastructure project, including the upgrade of an existing access road and subsequent maintenance, will be borne by GUILFORD and the CITY OF GREENSBORO. All improvements to the access road will be done in coordination with FORSYTH staff, as to enhance park maintenance operations and not deter from current use. Additionally, GUILFORD COUNTY is responsible for repair of any damage to the Park as a result of the construction.
7. FORSYTH agrees to allow twenty-four (24) hour access to the site for system and Tower monitoring, maintenance, and repair.
8. It is the intent of the PARTIES that the tower will not interfere with Park functions outside of the areas delineated for the tower.
9. **INDEMNITY:**
  - A. GUILFORD agrees to indemnify FORSYTH from any and all claims involving the construction, operation and/or maintenance of a Communications tower within Triad Park. Each Party agrees to be solely responsible for its own negligent acts or omissions and willful misconduct, and those of its employees, agents, and subcontractors, in the performance of services provided hereunder.
  - B. GUILFORD COUNTY will indemnify and hold harmless FORSYTH COUNTY and hereby agrees to be liable for any and all claims, costs, demands, causes of action (including reasonable attorney fees, if any), losses or damages that may be made against FORSYTH as a result of any negligent acts or omissions or willful misconduct on the part of GUILFORD COUNTY, its employees or agents. GUILFORD COUNTY shall be responsible for the negligence of its employees and agents to the extent of the North Carolina Tort Claims Act.
10. The PARTIES agree that this Agreement is subject to the jurisdiction and laws of the State of North Carolina, and both PARTIES agree to comply with all applicable laws. Any controversies arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
11. In accordance with N.C.G.S. §147-86.59 and other applicable sections of N.C.G.S. §147-86.55 et seq., the Iran Divestment Act of 2015, each Party hereby certifies that it is not identified on the State Treasurer's list of persons which the Treasurer has determined engage in investment activities in Iran, including any subcontractors of either Party.

11. NOTICES:

All notices pursuant to this Agreement shall be in writing and delivered personally or mailed by certified mail, registered mail, postage prepaid, with return receipt requested, at the addresses appearing below, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing.

Marty Lawing, County Manager  
GUILFORD COUNTY  
P.O. Box 3427  
301 West Market Street  
Greensboro, NC 27402

J. Dudley Watts, County Manager  
FORSYTH COUNTY  
201 North Chestnut St.  
Winston-Salem, NC 27101

IN WITNESS WHEREOF, GUILFORD and FORSYTH have set their hands and seals as of this day and year first above written.

**GUILFORD COUNTY**

**ATTEST:**

\_\_\_\_\_  
Marty K. Lawing  
Guilford County Manager

\_\_\_\_\_  
Robin B. Keller  
Guilford County Clerk to Board

(COUNTY SEAL)

APPROVED AS TO CONTENT:

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
James L. Albright, Director  
Guilford County Emergency Services Department

\_\_\_\_\_  
N. Reid Baker, III  
Guilford County Finance Director

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This Agreement continues with signatures on the following page.)

GUILFORD COUNTY CONTRACT NO. 31510-03/16-257  
COUNTY OF FORSYTH

FORSYTH COUNTY

ATTEST:

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J. Dudley Watts, Jr.  
Forsyth County Manager

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Carla Holt  
Forsyth County Clerk to Board

(COUNTY SEAL)

APPROVED AS TO CONTENT:

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

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Michael Anderson, Director  
Forsyth County Parks and Recreation Department

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Paul L. Fulton, Jr.  
Forsyth County Chief Financial Officer

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