

STATE OF NORTH CAROLINA

INTERLOCAL AGREEMENT

FORSYTH COUNTY

THIS AGREEMENT, made and effective this _____ day of _____ 2026 by and between Forsyth County a body politic of the state of North Carolina (“Forsyth County”), Guilford County a body politic of the state of North Carolina, (“Guilford County”), and the Town of Kernersville a municipal corporation in the state of North Carolina (“Kernersville”) each a “Local Government Partner”, and Piedmont Triad Regional Council is a voluntary association of local governments (the “PTRC”);

WHEREAS, PTRC has been awarded a \$500,000 grant from the North Carolina Department of Natural and Cultural Resources through the Great Trails State Program to administer design and engineering services for the estimated 3.6-mile Triad Park/Reedy Fork Segment of the Piedmont Greenway located within Triad Park, jointly owned by Forsyth County and Guilford County and located within Kernersville (“Phase I and II of the Project”);

WHEREAS, the general location of Phase I and II of the Project is shown on Exhibit A;

WHEREAS, the grant application was a joint effort between Forsyth County, Guilford County, and Kernersville, working in collaboration with PTRC to advance the Piedmont Greenway, a planned 19-mile shared-use path that will extend from Salem Lake in Winston-Salem to Summerfield in Guilford County;

WHEREAS, the NC State Parks Great Trails State program requires a local match, and Local Government Partners desire, through this Agreement, to commit funds to the Project;

WHEREAS, PTRC will administer the program and ensure grant compliance;

WHEREAS, the Parties desire to establish roles and responsibilities collectively to improve, manage, and sustain Triad Park;

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, provides that units of local government may enter into agreements in order to execute an undertaking whereby a unit of local government exercises any power, function, public enterprise, right, privilege, or immunity either jointly with or on behalf of another unit of local government; and

WHEREAS, the governing bodies of the Forsyth, Guilford, and Kernersville find that this Agreement is in the best interest of the general welfare of their citizens;

NOW THEREFORE, for the purpose and subject to the terms and conditions hereinafter set forth, Parties agree as follows:

1. **Services.** The PTRC shall administer the grant funds and ensure grant compliance for Phases I and II of the Project. All grant funds and Local Government Partners’ Matching funds shall be used by the PTRC to compensate design and engineering firms and to procure the required plans and drawings needed for construction

documentation for Phases I and II of the Triad Park/Reedy Fork segment of the planned 19.1-mile Piedmont Greenway, which will create an estimated 3.6-mile segment of greenway. The greenway route will travel from downtown Kernersville through Triad Park, in the general area depicted in Exhibit A. Without limiting the foregoing, PTRC shall:

- a. Oversee selection of the professional design and/or engineering team. PTRC shall use the selection process set forth by applicable law, including NCGS § 143-64.31.
 - b. Secure the following deliverables:
 - i. All required surveying for Phases I and II of the Project;
 - ii. Geotechnical and subsurface utility engineering plans;
 - iii. Conceptual designs of Phase I and II of the Project;
 - iv. Schematic designs of Phase I and II of the Project;
 - v. Right of way plans for phase 2 of the project where easements and right of way is only partially complete;
 - vi. Construction documents in .pdf format;
 - vii. Finalized project design and engineering documents in .pdf format ready for bidding; and
 - viii. Engineers cost estimate based upon the final design including right-of-way and easement costs.
 - c. Complete those services indicated on Exhibit B.
2. **Term.** The services of the PTRC shall begin on March 5, 2026, and, unless sooner terminated by mutual consent or as hereinafter provided, shall be provided until June 30, 2029.
 3. **Funding.** The full Grant Award Amount of \$500,000 shall be used by PTRC in support of the Services outlined above. The Local Government Partners shall match up to the following amounts, on a pro rata basis (the "Local Government Match"):

Local Government	Match Amount
Guilford County	\$130,000
Forsyth County	\$130,000
Town of Kernersville	\$20,000

Additionally, all parties will contribute the amount of \$20,000 in in-kind services or labor.

4. **Invoices.** On or before the fifth (5th) day of each quarter, the PTRC shall submit invoices and associated receipts, for the expenditure percentage for each local government partner based upon the total project amount of \$800,000.00, Guilford County 16.25%, Forsyth County 16.25% , and Kernersville 2.5%, in a format reasonably acceptable to each Local Government Partner, for the most recent quarter

ended, to each Local Government Partner, setting forth actual expenditures of the PTRC in accordance with this Agreement. Within thirty (30) working days from the date it receives such invoice a Local Government Partner may disapprove the requested reimbursement claim. The Local Government Partner shall notify the PTRC as to any disapproval decision and any disapproval to reimburse a claim is final. There is no appeal process for the PTRC. If a Local Government Partner approves payment, then the Local Government Partner will disburse the funds by electronic funds transfer without further notice.

5. **Independent Contractor.** The PTRC and the Local Government Partners shall operate as independent contractors and shall not be responsible for any other Party's acts or omissions. The PTRC, its employees, and subcontractors shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. Neither federal, state, nor payroll tax of any kind shall be withheld or paid by the Local Government Partners on behalf of the PTRC or the employees of the PTRC. The PTRC is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement. The PTRC shall comply with the North Carolina Workers' Compensation Act and shall ensure that its subcontractors also comply. The PTRC shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of any Local Government Partner. The PTRC has no authority to enter into contracts or agreements on behalf of the Local Government Partners. The Local Government Partner shall not be liable to the PTRC for any expenses paid or incurred by the PTRC unless otherwise agreed in writing. The PTRC shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.
6. **Reports.** In each invoice presented to the Local Government Partners for payment, the PTRC shall specifically list all such Services completed in the period for which payment is sought. When the PTRC has completed its Services, but in no event later than June 30, 2029, the PTRC shall provide a complete Report containing a summary of its Services completed and their impact on the community. Failure to provide any required Report shall constitute a breach of this Agreement.
7. **Records, Audit.** The PTRC agrees that it will supply such records, information or verification relating to expenditures of the funds or the operations of the PTRC as may reasonably be requested by the Local Government Partners. The PTRC agrees that the Local Government Partners shall have access to the records and premises of the PTRC at all reasonable times, and the PTRC agrees to submit such reports as the Local Government Partners shall request pertaining to the funds granted herein or the operation of the PTRC. The PTRC shall maintain a written accounting and documentation of all of its receipts and disbursements relating to the grant funds which are the subject of this Agreement. The Local Government Partners reserves the right to require a certified audit pertaining to the use of the grant funds or may perform the audit through the use of its staff. The PTRC shall furnish to the Local Government Partners a copy of its audit report performed by a certified public accountant as soon as such becomes available to the PTRC.
8. **Termination.** The Local Government Partners may terminate this Agreement for any violation thereof by PTRC. In the event of termination, the PTRC shall promptly remit

any payments received which the Local Government Partners deems to have been paid in violation of this Agreement. The Local Government Partners may terminate the Agreement based upon, but not limited to, the following reasons, which shall be determined in the sole discretion of the Local Government Partners:

- a. Improper use of grant funds;
- b. Failure to comply with the terms of this Agreement;
- c. Submission to the Local Government Partners of reports which are incorrect or incomplete in any material respect;
- d. Any circumstance rendering the completion of the Services improper, illegal, or infeasible; or
- e. Failure to make satisfactory progress in completion of the Services.

9. **Indemnification.** The PTRC agrees to indemnify, defend, and hold each Local Government Partner harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions of the PTRC relating to this Agreement or services provided pursuant to it.

10. **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 Forsyth County:

Chris Weavil, Director
Forsyth County Parks & Recreation
201 N. Chestnut Street
Winston-Salem, NC 27101
weavilcs@forsyth.cc

For Guilford County:

Victor Isler, County Manager
Guilford County Government
301 W. Market Street
Greensboro, NC 27401
visler@guilfordcountync.gov

For the Town of Kernersville:

Curtis Swisher, Town Manger
Town of Kernersville
134 East Mountain Street
Kernersville, NC 27284
cswisher@toknc.com

For the PTRC:

Matthew Dolge
Executive Director
1398 Carrollton Crossing Drive
Kernersville, NC 27284
mdolge@ptrc.org

11. **Assignment.** The PTRC may not assign its obligations under this Agreement unless it has received prior written approval from each Local Government Partner, which may be withheld at the sole discretion of each Local Government Partner.
12. **Waiver.** No action or failure to act by the Local Government Partners shall constitute a waiver of any of their rights or remedies or as approval or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
13. **Governing Law.** This Agreement shall be governed by North Carolina law, except that provisions regarding conflicts of laws shall not apply.
14. **Survival of Provisions.** All obligations arising prior to termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of services and termination of this Agreement.
15. **Modification.** This Agreement may only be modified in writing and signed by both the PTRC and by the Manager of each Local Government Partner.
16. **Conflict with Attachments.** In the event of any conflict between the provisions in this Agreement and any provisions in an attachment thereto, the provisions in this Agreement shall take precedence over any provision in an Attachment.
17. **Miscellaneous.** The PTRC shall comply with all applicable laws and regulations including but not limited to federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement and all federal immigration laws in its hiring and contracting practices. PTRC and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of newly hired employees. Failure of the PTRC to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law. PTRC hereby certifies that it is not on the North Carolina State Treasurer's lists of persons engaging in business activities in Iran or boycotting Israel, prepared pursuant to NCGS §§ 147-86.58 and 147-86.81, nor will PTRC utilize for this Agreement any subcontractor on such lists. This agreement is intended for the benefit of the Local Government Partners and the PTRC and not for any other party. If any provision of this Agreement shall be unenforceable, the remainder of the Agreement shall be enforceable to the extent allowed by law.
18. **Future Grants.** The Local Government Partners have limited resources and must prioritize its obligations required by law. This Grant does not guarantee that the Local Government Partners will fund the PTRC in future years. If the PTRC experiences any material changes in its financial support or if there is any change which threatens its ability to carry out its mission or its Services set forth in Section 1, it must notify the Local Government Partners immediately.
19. **Superseder.** This Agreement supersedes all prior agreements between the parties regarding the Services.

[signatures to follow]

IN WITNESS WHEREOF, the authorized officials of the Local Government Partners and the PTRC have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

(SEAL)

By: _____

Shontell Robinson, County Manager

Date: _____

ATTEST:

Ashleigh Matthews, Clerk to the Board

Date: _____

IN WITNESS WHEREOF, the authorized officials of the Local Government Partners and the PTRC have set their hands and seals as of the day and year first above written.

GUILFORD COUNTY, NORTH CAROLINA

(SEAL)

By: _____

Victor Isler, County Manager

Date: _____

ATTEST:

Robin Keller, Clerk to the Board

Date: _____

IN WITNESS WHEREOF, the authorized officials of the Local Government Partners and the PTRC have set their hands and seals as of the day and year first above written.

TOWN OF KERNERSVILLE, NORTH CAROLINA

(SEAL)

By: _____

Curtis Swisher, Manager

Date: _____

ATTEST:

_____, Clerk to the Board

Date: _____

IN WITNESS WHEREOF, the authorized officials of the Local Government Partners and the PTRC have set their hands and seals as of the day and year first above written.

PTRC

(SEAL)

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit A: Phased Map



