

INTERLOCAL AGREEMENT – FIRE PROTECTION SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____ 202____, by and between the Town of North Topsail Beach (hereinafter referred to as “the Town”) and Onslow County (hereinafter referred to as “the County”).

WITNESSETH

WHEREAS, Part 1 of Article 20 of Chapter 160A of the North Carolina General Statutes authorizes interlocal cooperation among units of local government to execute any undertaking on behalf of one another; and

WHEREAS, in accordance with N.C. Gen. Stat. §153A-149(c)(11) the County is authorized to levy property taxes to provide fire protection services and fire prevention programs; and

WHEREAS, in accordance with N.C. Gen. Stat. §153A-233 the County is able to contract for fire-fighting or prevention services with other units of local governments; and

WHEREAS, the County and the Town currently have a mutual aid agreement in effect that provides, *inter alia*, that the Town come to the aid of the County when there is a need for assistance related to fire-fighting emergencies; and

WHEREAS, the Parties recognize that the Town has personnel and apparatus costs associated with the fulfillment of its duties under the mutual aid agreement, and that the Town will be able to better service the County in mutual aid situations if the County contributes to the costs associated with the Town’s fire-fighting services; and

WHEREAS, the County has agreed to pay to the Town a portion of the ad valorem property taxes each fiscal year collected from properties within the Town’s incorporated boundaries;

WHEREAS, the Parties wish to memorialize their agreements; and

NOW THEREFORE, for and in consideration of the mutual benefits, covenants, and promises contained herein, the parties hereto agree as follows:

1. The County is allocating \$0.03 of its ad valorem tax rate for fire protection services. In exchange for the services that the Town is agreeing to provide herein, the County has agreed to pay the \$0.03 it collects from properties within the Town’s incorporated borders to the Town for each fiscal year this Agreement

remains in effect. The following formula will be used to determine the amount that the County will pay to the Town each fiscal year:

$$(.03 \div X) \times Y = Z$$

X shall be the Ad Valorem Tax Rate adopted by the County for the fiscal year at issue.

Y shall be the amount of ad valorem taxes collected¹ by the County from properties located within the Town's incorporated boundaries between July 1st and June 30th for the fiscal year at issue.

Z shall be the amount payable to the Town

2. The amount payable to the Town in accordance with Paragraph 1 shall be paid to the Town no later than July 30th of the following fiscal year.

In the avoidance of all doubt, the following examples are provided for illustration purposes.

Example 1: The ad valorem tax rate for fiscal year 2022-2023 is \$0.655. Assuming the ad valorem taxes collected by the County from real property within the Town's borders in fiscal year 2022-2023 equals \$30,000,000.00, the amount payable to the Town for fiscal year 2022-2023 would be \$1,374,045.80, which would be payable on July 30, 2023. Said amount is reached using the following formula $(.03 \div .655) \times \$30,000,000.00 = \$1,374,045.80$

Example 2: Assuming the ad valorem tax rate for fiscal year 2023-2024 is \$0.62, and the ad valorem taxes collected by the County from real property within the Town's borders in fiscal year 2023-2024 equals \$25,000,000.00, the amount payable to the Town for fiscal year 2023-2024 would be \$1,209,677.42, which would be payable on July 30, 2024. Said amount is reached using the following formula $(.03 \div .62) \times \$25,000,000.00 = \$1,209,677.42$

3. The Town will use any money paid by the County to the Town in accordance with this Agreement for fire-fighting purposes only, to include costs associated with personnel, equipment, facilities, and apparatus.

¹ "ad valorem property taxes collected" shall mean the net amount of dollars collected and retained by the County. Interest, write offs, administration overpayments, customer overpayments, refunds, etc. shall be deducted from the gross amount collected to determine the net amount of dollars collected and retained by the County.

4. The Town will continue to provide fire service related mutual aid to the County in accordance with the mutual aid agreement currently in effect, and will continue to renew such mutual aid agreements for as long as this Agreement remains in effect.

5. The Town shall obtain a criminal history record check of any person who applies for a paid or volunteer position providing fire-fighting or prevention services. The criminal history record check shall be conducted and evaluated as provided in G.S. 143B-943. See G.S. 153A-233.

The terms of this Agreement may only be modified by a written mutual agreement signed by the parties and attached hereto, and may be terminated at any time by either party by providing written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate originals, as of the day and year first above written.

ONSLOW COUNTY

By: _____ (seal)
 _____, Chairperson
 Onslow County Board of Commissioners

Attest: _____ (seal)
 _____, Clerk to the Board

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

County Finance Officer

TOWN OF NORTH TOPSAIL BEACH

By: _____ (seal)
 _____, Mayor

Attest: _____ (seal)
 _____, Town Clerk