



Board of Commissioners Meeting

Agenda Item Submittal

Item To Be Considered: Onslow County Interlocal Agreement-Fire Protection Services and Fire Protection Mutual Aid

Board Meeting Date: December 12, 2022

Prepared By: Paula Webb, Town Manager

Overview: During the FY 22/23 budget process we shared information that Onslow County would approve an allocation of \$0.03 of its ad valorem tax rate collected from properties within the Town's incorporated borders each fiscal year for fire protection services (only) beginning in FY 22/23 and thereafter for as long as the agreement remains in place. In addition to the Interlocal Agreement – Fire Protection Services, a new Fire Protection Mutual Aid Agreement is provided.

Onslow County Attorney Brett DeSelms worked with the City and Town Attorneys on the fire fund MOA's. After some drafts and feedback, the revised agreements are provided for review and execution.

Background Attachment(s): 1. Interlocal Agreement – Fire Protection Services
2. Fire Protection Mutual Aid

Recommended Action: Motion to approve MOA's as written and authorize the Mayor, Manager and Clerk to execute as provided.

Action: _____

Agreement – Fire Protection Mutual Aid

THIS AGREEMENT, made and entered into this _____ day of _____ 2022, by and between the below parties

WITNESSETH

WHEREAS, each of the parties hereto maintain equipment and personnel for the suppression of fires within its own jurisdiction and areas, either directly or by funding entities that handle such on behalf on its behalf; and

WHEREAS, the parties hereto desire to augment the fire protection available to their various establishments, districts, agencies, and municipalities in the event of a large fires or conflagrations; and

WHEREAS, the lands or districts of the parties hereto are adjacent or continuous so that mutual assistance in a fire emergency is deemed feasible; and

WHEREAS, it is the policy of the County, the municipalities, and fire departments within the County to enter into mutual aid agreements wherever practicable; and

WHEREAS, it is mutually deemed sound, desirable, and practicable, and beneficial for the parties to this Agreement to render assistance to one another in accordance with these terms:

THEREFORE BE IT AGREED THAT:

1. Upon request of the designated official of the Municipality, County, or Volunteer Fire Department the undersigned agencies will furnish such firefighting service to the extent deemed available at the time of the fire, for the purpose of assisting in combating fires occurring within the unincorporated areas of the County of Onslow.
2. The following officials are hereby designated to request firefighting assistance:
 - a. For the municipalities:
 - i. City or Town Managers
 - ii. Public Safety Directors or Deputy Directors
 - iii. Fire Chiefs or Deputy Chiefs
 - iv. Senior fire department officer on duty
 - b. For the County:
 - i. County Manager
 - ii. Director of Emergency Services or Deputy Director
 - iii. Fire Rescue Division Chief
 - iv. Fire Marshal or Assistant Fire Marshal
 - c. For the Volunteer Fire Department:
 - i. The Fire Chief, Deputy Chiefs, or Assistant Chiefs
 - ii. Senior fire department officer on duty

3. Request for assistance will be made through the appropriate E911 Center that provides service to the fire entities.
4. Upon arrival at the scene of the fire, assisting personnel and equipment shall report to either the Incident Command or Operations Officer or whoever is providing tactical control of the fire assets.
5. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should inform the requesting service as soon as possible if, for any reason, assistance cannot be rendered.
6. Each party to this Agreement hereby expressly waives all claims against the other party or parties for compensation for any loss, damage personal injury, or death occurring to consequence of the performance of this Agreement.
7. This agreement will abolish all previous agreements that the County held with entities for the express purpose of mutual aid. However, this does not abolish any other individual agency's agreements for the purpose of automatic aid that agencies may enter into.

IN WITNESS WHERE OF, the parties hereto executed this agreement, on the day and year written above.

Agency	Title of Signature	Signature
Backs Swamp Volunteer Fire Department	_____	_____
Halfmoon Volunteer Fire Department	_____	_____
Haws Run Volunteer Fire Department	_____	_____
Town of Holly Ridge	_____	_____
Holly Ridge Fire & Rescue	_____	_____
Hubert Volunteer Fire Department	_____	_____
City of Jacksonville	_____	_____
Maysville Fire Department	_____	_____
Nine Mile Volunteer Fire Department	_____	_____
Town of North Topsail	_____	_____
Onslow County	_____	_____
Piney Green Volunteer Fire Department	_____	_____
Pumpkin Center Volunteer Fire Department	_____	_____
Rhodestown Volunteer Fire Department	_____	_____
Town of Richlands	_____	_____
Richlands Volunteer Fire Department	_____	_____
Southwest Volunteer Fire Department	_____	_____

Town of Surf City		
Town of Swansboro		
Turkey Creek Fire & Rescue		
Verona Volunteer Fire Department		

INTERLOCAL AGREEMENT – FIRE PROTECTION SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____ 202__, by and between the Town of Swansboro (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.
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.

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.

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 SWANSBORO

By: _____ (seal)
_____, Mayor

Attest: _____ (seal)
_____, Town Clerk