

FORSYTH COUNTY

BOARD OF COMMISSIONERS

BRIEFING DRAFT

MEETING DATE: MAY 21, 2020 AGENDA ITEM NUMBER: 10

SUBJECT: RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE CITY OF KING TO RECEIVE SUPPLEMENTAL FIRE PROTECTION SERVICES AS PROVIDED IN THE COUNTYWIDE FIRE SERVICE DISTRICT

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:

SUMMARY OF INFORMATION:

The City of King chose not to include their corporate limits within Forsyth County in the Countywide Service District for Fire Protection Services, but they requested to instead pay the tax levy equivalent from their annual budget in exchange for the supplemental fire services of the district. In exchange for this payment, the County will provide supplemental fire protection services within the corporate limits of the City of King that fall within the boundaries of Forsyth County.

ATTACHMENTS: YES NO

SIGNATURE: _____ DATE: _____
COUNTY MANAGER

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN
INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE CITY OF
KING TO RECEIVE SUPPLEMENTAL FIRE PROTECTION SERVICES AS
PROVIDED IN THE COUNTYWIDE FIRE SERVICE DISTRICT**

WHEREAS N.C.G.S. 153A-301 and 153A-309.2 authorizes the Forsyth County Board of Commissioners to establish and define a service district in order to finance, provide, or maintain for the district certain services in addition to or to a greater extent than those financed, provided, or maintained for the entire county;

WHEREAS on April 25, 2019, the Forsyth County Board of Commissioners adopted a Resolution Defining And Establishing The Countywide Service District To Provide Fire Protection Services (Countywide Fire Service District) that funds supplemental fire protection services to residents of tax districts and municipalities within those districts that resolved to participate;

WHEREAS the City of King declined to be included in the Countywide Fire Service District, but desires to receive the services of the Countywide Service District within the municipal limits of the City of King in Forsyth County; and

WHEREAS pursuant to N.C.G.S. 160A-461, the City of King and Forsyth County agree to enter into an interlocal agreement whereby the City of King will pay Forsyth County a fee equivalent to the levy generated by applying the Countywide Fire Service District tax rate to the taxable property located in the portion of the City of King in Forsyth County in exchange for the supplemental fire services provided in the Countywide Fire Service District;

NOW, THEREFORE, BE IT RESOLVED, that the Forsyth County Board of Commissioners hereby authorizes the Chairman or County Manager, in coordination with the Clerk to the Board, to execute an interlocal agreement between Forsyth County and the City of King to provide supplemental fire protection and rescue services to portions of municipal limits of the City of King located in Forsyth County for a payment equivalent to that amount due if the City of King had joined the Countywide Fire Service District, in substantially the same form as the attached agreement, 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; and

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

Adopted this the 21st of May 2020.

NORTH CAROLINA)
)
FORSYTH COUNTY)

INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this the 1st day of July, 2020, by and between FORSYTH COUNTY, hereinafter referred to as the “County”, and the City of King, hereinafter referred to as the “City”;

WITNESSETH:

WHEREAS City is a North Carolina municipal corporation and maintains a full-time municipal fire department offering fire, rescue and EMS non-transport services (“Fire Services”) within the City Limits and in certain designated areas of Forsyth and Stokes Counties;

WHEREAS pursuant to N.C.G.S. §153A-301, the County has established a Countywide Service District to Provide Fire Protection Services (the “District”) to provide supplemental fire protection services (“Supplemental Fire Services”) to supplement the primary fire departments in every rural fire district and fire service district, which includes the unincorporated areas of the County, the Town of Bethania, the Village of Clemmons, the Town of Lewisville, and the Village of Tobaccoville;

WHEREAS Forsyth County will levy and collect a special tax (the “District Tax”) and will be responsible for appropriating the funds derived therefrom for Supplemental Fire Services in the District;

WHEREAS, pursuant to NCGS 153A-461, the County and City desire to enter into this Interlocal Agreement for the County to furnish Supplemental Fire Services within the portion of the City of King located in Forsyth County;

NOW, THEREFORE, in consideration of the premises and of other good and valuable considerations, the parties hereto contract and agree as follows:

1. Forsyth County agrees that it will provide Supplemental Fire Services to that portion of the City located in Forsyth County at the same level of service as provided throughout the District.

2. The City agrees to pay the County an annual amount that is equivalent to the Countywide Fire Service Tax Rate applied to the taxable property located within the municipal limits of the portion of the City located in the County. For each fiscal year beginning July 1, the County will calculate the value of all taxable property, assessed from the prior January 1 through December 31, within the municipal limits of the City located in Forsyth County. This value will be multiplied by the District tax rate. For each fiscal year, the County shall provide the City an invoice of amounts due by February 10, and the City shall pay this amount to the County no later than March 1.

3. This Agreement shall become effective July 1, 2020, for a term of five years, and, subject to the continued legal existence of the District, shall continue from fiscal year to fiscal year in accordance with the annual Budget adopted by the County Board of Commissioners and the King City Council for providing Supplemental Fire Services within the District to the extent that funds are appropriated to continue this Agreement. Notwithstanding anything to the contrary herein, in order to ensure that this Agreement is consistent with evolving laws and the needs and growth of County, this Agreement shall automatically renew for an additional five-year term unless either party provides notice within 180 days of June 30, 2025, of necessary revisions or modifications to the Agreement, and shall terminate no later than June 30, 2030.

4. **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 County:

J. Dudley Watts Jr., County Manager
Forsyth County Government Center
201 N. Chestnut Street
Winston-Salem, NC 27101

For City:
Homer Dearmin, Manager
City of King, North Carolina
229 S. Main Street
P.O. Box 1132
King, NC 27021

5. This Agreement shall be governed by the laws of the North Carolina, except that provisions regarding conflict of laws shall not apply. The venue for any legal proceeding shall be in Forsyth County, North Carolina. This Agreement shall supersede all prior agreements between the parties relating to Supplemental Fire Services. No action or failure to act by City or County shall constitute a waiver of any of its rights or remedies or as approval or acquiescence in a breach thereunder, except as may be specifically agreed in writing. This Agreement is intended for the benefit of County and City 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.

IN WITNESS WHEREOF, the authorized officials of Forsyth County and the City of King have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY

By: _____
Chairman-Board of Commissioners

Attest:

Clerk to the Board

(SEAL)

CITY OF KING

By: _____
Mayor

Attest:

Clerk to the Board

(SEAL)