

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: May 13, 2013 AGENDA ITEM NUMBER: 6

**SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH BEESON CROSS ROADS FIRE AND RESCUE, INC. TO PROVIDE FIRE PROTECTION AND AMBULANCE AND RESCUE SERVICES TO THE BEESON CROSSROADS SERVICE DISTRICT**

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

### SUMMARY OF INFORMATION:

See attached

ATTACHMENTS:  YES  NO

SIGNATURE: *J. Dudley Watts, Jr. cdh* DATE: May 9, 2013  
COUNTY MANAGER

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH  
BEESON CROSS ROADS FIRE AND RESCUE, INC. TO PROVIDE FIRE  
PROTECTION AND AMBULANCE AND RESCUE SERVICES TO  
THE BEESON CROSSROADS SERVICE DISTRICT**

**WHEREAS**, on May 13, 2013, the Forsyth County Board of Commissioners adopted a Resolution Defining and Establishing the Beeson Crossroads Service District to Provide Fire Protection and Ambulance and Rescue Services; and

**WHEREAS**, the plan included in the Report for providing fire protection and ambulance and rescue services to the newly formed service district was to contract with the Beeson Cross Roads Fire and Rescue, Inc. for the delivery of fire protection and ambulance and rescue services to the service district effective the fiscal year beginning July 1, 2013, which services will be funded by a special tax to be levied annually by the Forsyth County Board of Commissioners.

**NOW, THEREFORE, BE IT RESOLVED** that the Forsyth County Board of Commissioners hereby authorizes execution of an agreement with Beeson Cross Roads Fire and Rescue, Inc. to provide fire protection and ambulance and rescue services to the newly formed Beeson Crossroads Service District consistent with the plan for providing services to the district.

**BE IT FURTHER RESOLVED** that the Chairman or County Manager and Clerk to the Board are hereby authorized to execute the above described agreement with Beeson Cross Roads Fire and Rescue, Inc., on behalf of Forsyth County, subject to a pre-audit certificate thereon by the Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

Adopted this 13<sup>th</sup> day of May, 2013.



WHEREAS, the County and the Fire Department desire to enter into this agreement for the Fire Department to furnish fire protection and ambulance and rescue services for and within the District;

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 funds, from the special tax which is levied in such amount as the Board of County Commissioners may deem necessary from year to year in the District. The County will collect the funds from the special tax as may be levied as provided by law. For each fiscal year, the funds estimated to be provided from the special tax shall be based on the needs projected in the budget estimate jointly submitted by the Fire Department and the County staff to the County Commissioners and approved by and deemed necessary by the County Commissioners for furnishing fire protection and ambulance and rescue services within the District.

2. A special or separate fund shall be maintained by the County for funds collected as a result of said special tax.

3. The funds derived from the special tax levied, to the extent they are collected by the County, shall be paid to the Fire Department within the fiscal year as agreed to by the Fire Department and the Forsyth County Manager. Payments shall not exceed the net amount of funds collected (after deducting expenses of collection) from the special tax for fire protection and ambulance and rescue services in the District and shall not exceed the amount budgeted by the Board of Commissioners of Forsyth County in the particular fiscal year for fire protection and ambulance and rescue services within the District.

4. The Fire Department shall furnish adequate fire protection and ambulance and rescue services within the District and shall provide the necessary equipment, personnel, water and all things necessary for furnishing adequate fire protection and ambulance and rescue services in the District. The services shall be in accordance with minimum standards set forth by the Forsyth

County Fire Administrator and the North Carolina Department of Insurance. The Fire Department shall provide workers' compensation insurance coverage applicable to all Fire Department personnel, regardless of status, at least to the extent required by law. The Fire Department shall furnish said fire protection and ambulance and rescue services without additional charge to all persons and property located in the District in an efficient and workmanlike manner. Funds shall not be used for the subcontracting of fire protection and ambulance and rescue services. Funds shall not be used for salaries except to the extent budgeted by the County for that fiscal year.

5. All funds paid to the Fire Department by the County shall be used exclusively to provide fire protection and ambulance and rescue services within the District.

6. The County may inspect all the books and records of the Fire Department at any time it shall desire. The Fire Department shall further provide such additional information as the County may reasonably request from time to time. The Fire Department agrees that it will supply such records, information or verification relating to expenditures of the funds or the operations of the Fire Department as may reasonably be requested by the County. The Fire Department shall maintain a written accounting system which provides adequate documentation of all of its receipts and disbursements including those related to the funds subject to this agreement. The Fire Department further agrees to subject itself to the provisions of Article 33C of Chapter 143 of the North Carolina General Statutes, entitled "Meetings of Public Bodies" to the same extent as the County.

7. The Fire Department shall have an audit report performed annually by a certified public accountant of all its funds, and as soon as such auditor's report becomes available to the Fire Department, a copy shall be submitted to the County Chief Financial Officer.

8. In the event of dissolution of the Fire Department, or the Fire Department's failure to continue to render the protection and services to the District as provided in this agreement, the Fire Department agrees that it will convey to the County or to such successor organization as the County may designate all of the assets of the Fire Department subject to any liens against said property, to be

used for providing fire protection and ambulance and rescue services within the District or as otherwise provided by law.

9. The Fire Department shall use the funds subject to this agreement in accordance with the annual Budget of the funds, which is approved and adopted by the Forsyth County Board of Commissioners, which budget is incorporated automatically herein by reference each year. No change or alteration in the amount of the total Budget may be made without the express approval of said Board of Commissioners. The Budget detail may be amended with the approval of the County Manager, within the funds made available by this agreement. The Fire Department shall discharge its obligations hereunder in a timely manner.

10. The Fire Department will maintain its current rating or better with the North Carolina Department of Insurance as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances and regulations. The bylaws of the Fire Department shall have reasonable provisions enabling citizens of the District to participate in the affairs of the Fire Department.

11. This agreement shall become effective July 1, 2013 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 Forsyth County Board of Commissioners for providing fire protection and ambulance and rescue services within the District to the extent that funds are appropriated to continue this agreement.

12. This agreement may not be transferred or assigned by the Fire Department without the written consent of the County.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by the Chairman of the Board of County Commissioners, attested by the Clerk to the Board of County Commissioners, and the County Seal affixed thereto; and the Fire Department has caused this

instrument to be signed in its name by its President, attested by its Secretary, and its corporate seal hereto affixed, all by authorization of its Board of Directors duly given.

FORSYTH COUNTY

Attest:

By: \_\_\_\_\_  
Chairman-Board of Commissioners

\_\_\_\_\_  
Clerk to the Board

(SEAL)

BEESON CROSS ROADS  
FIRE AND RESCUE, INC.

Attest:

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

(SEAL)