

STATE OF NORTH CAROLINA	Changes Recommended by Fire Contract Committee
COUNTY OF WAKE	
AGREEMENT:	
THIS AGREEMENT, made and entered into this the day of by and between WAKE COUNTY, hereinafter referred to as the “County”, and the FIRE DEPARTMENT, INC., hereinafter referred to as the “Fire Department”;	
WITNESSETH:	
WHEREAS, North Carolina General Statutes 69- 25.5 provides that counties may provide for fire protection in a fire protection district by contracting with an incorporated nonprofit volunteer or community fire department; and	
WHEREAS, the FIRE DEPARTMENT, agrees to contract with Wake County to provide fire protection services; and	
WHEREAS, Chapter 159 of the North Carolina General Statutes provides that the county budget ordinance may be in any form that the Board of County Commissioners of any County deems most efficient in enabling it to make the fiscal policy decision embodied therein and	

provides for a fund for each special district whose taxes are collected by the county; and	
WHEREAS, the Fire Department is a North Carolina nonprofit corporation organized and authorized to furnish fire protection services and other services authorized by its charter to the citizens of its district; and	
WHEREAS, the Fire Insurance and Response District(s) of Wake County have boundaries defined by description on file in the Public Safety Fire/Rescue Services Division Office; and	Update County department reference
WHEREAS, the Fire Department has secured equipment, land and buildings for the operation of Fire Station(s); and	
WHEREAS, Wake County presently levies and collects a special tax and is responsible for appropriating the funds derived there from for fire protection in Wake County; and	
WHEREAS, the County and Fire Department desire to enter into this agreement for the Fire Department to furnish fire protection for and within the described District;	
NOW THEREFORE, in consideration of the	

<p>mutual promises contained herein and other good and valuable considerations, the parties hereto contract and agree as follows:</p>	
<p>1. Wake County agrees to make funds, equipment, facilities and/or personnel available to the Fire Department of Wake County, from the proceeds of the tax levied from the special fire protection service tax district. The amount of such service tax levy shall be determined by the Board of the County Commissioners from year to year. The County will collect the funds from the special tax as may be levied as provided by law. For each fiscal year, the funds provided from the service tax district shall be based on the needs projected in the budget request jointly submitted by the Fire Department and the County staff to the County Commissioners and as approved by and deemed necessary by the County Commissioners for furnishing fire protection and emergency services within the District.</p>	
<p>2. A separate fund shall be maintained by the County for the funds collected as a result of the service tax district (after deducting 2.5% for collection and functional support). Funds will be paid in equal monthly payments to said Fire Department on the last day of each month.</p>	<p>Revise -</p> <p>The County will collect direct fees for: Hazmat response in unincorporated areas Forestry services Fire training services Communications services including WECO, 800</p>

	<p>MHZ radio system and CAD costs.</p> <p>Direct fee funding requests are to be submitted to the Fire Commission in a line item budget format for review and recommendation.</p>
<p>3. Any fire protection service tax district revenues collected annually in excess of the approved total appropriations shall be maintained in a separate account by the County. The Wake County Fire Commission shall make recommendations to the County for distribution of these revenues. The Wake County Board of Commissioners will issue final approval of distribution.</p>	
<p>4. The County shall furnish the following services to the contracting Fire Department: hepatitis vaccinations as necessary and fire protection needs analysis in order to maintain such fire protection throughout the County. The County will also provide fire investigation and emergency scene assistance services.</p>	<p>Revise to state that County will provide vaccinations deemed necessary by the County's Medical Director.</p>
<p>5. The Fire Department will furnish fire protection and other emergency services as determined by the Department's Board of Directors and approved by the Wake County Board of Commissioners or as contracted for by the Board of Commissioners within the</p>	<p>Revise to allow for possible cost recovery programs in the future.</p> <p>Revise last sentence to read at end, "...or billing for certain services based on a fee schedule approved by the Board of Commissioners, or</p>

<p>District and shall provide the necessary equipment, personnel and those things necessary for furnishing such protection in the District. The services shall be in accordance with minimum standards set forth in this agreement and all future amendments adopted in accordance with paragraph 20 of this agreement. The Fire Department shall furnish said fire protection without charge to all persons and property located in the District in an efficient and workmanlike manner. This provision shall not prohibit the Fire Department from entering into contracts with the Federal, State or local governments, or utility companies for the provision of fire protection services for a fee.</p>	<p>entering into a cost recovery program approved by the Board of Commissioners.”</p>
<p>6. Special fire district tax funds levied and collected by the County and paid to the Fire Department by the County shall be used for fire department operations, fire protection and emergency services in the Fire Insurance and Response Districts and other areas of response as dispatched and to meet the standards established by this agreement.</p>	<p>Revise Insert “solely” between the words between “used” and “for”.</p>
<p>7. The County may inspect the financial books and records of the Fire Department at reasonable times during regular business</p>	

<p>hours of the County. The Fire Department agrees that it will supply such financial books and records of the Fire Department at reasonable times during regular business hours of the County. The Fire Department agrees that it will supply such financial records, information or verification 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, but not limited to, those related to the funds subject to this agreement.</p>	
<p>8. The Department agrees to present to the County an annual audit and accompanying management letter prepared according to generally accepted accounting principles and generally accepted auditing standards for the preceding fiscal year no later than 5:00 PM on the last working day of October of the current fiscal year. The County agrees to make available an audit conducted at Department expense by an independent certified public accountant.</p>	
<p>If the Department elects to participate in the audit furnished by the County, the Department agrees to submit financial records and data to the County's auditor no later than 4:00 PM on</p>	

<p>the last business day of August of the current fiscal year. Such financial records and data shall include the records and documents enumerated in Attachment “A”, “Information for Annual Audit”, attached hereto and incorporated herein, and shall be presented in the manner and condition described therein.</p>	
<p>If the Department elects to assume responsibility for its own audit, the financial records and data enumerated in Attachment “A” shall be presented to the Department’s auditor in the manner and condition described therein.</p>	
<p>In the event that the audit or management letter reveals a reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, the Department shall provide a written statement that contains an explanation of each such issue and an action plan (with implementation timetable) for resolving each such issue, and shall provide periodic reports to the County on progress made in resolution of each issue. If resolution of such issues requires professional advice on the part of that Department’s (or County’s) auditor, the Department shall bear the cost of such advice.</p>	
<p>Should the Department fail to submit its audit report to the County within the above time period, the County shall suspend all funds</p>	<p>Revise Change “shall” to “ may”.</p>

<p>immediately until the audit is delivered as set forth above, except that the County's Director of Finance may grant a reasonable submittal extension if the Department is unable to deliver the audit for reasons beyond the control of the Department or the Department's auditor.</p>	
<p>9. Because of the Department's extensive reliance on public funds for its operations, the public has a continuing interest in the Department's decision-making processes and decisions regarding the spending of those funds. To ensure public trust, the Department agrees that its Board of Directors meetings will be open to the public.</p>	
<p>To ensure the ability of the public to attend those meetings, the Department agrees to provide public notice of such meetings as described in Attachment B, "Board of Directors Meeting Notification," which is incorporated as part of this agreement. The Department and the County agree that public notice of a Board of Directors meeting called in the midst of a declared disaster or emergency to make decisions required to respond to that disaster or emergency is not practical, and therefore not required.</p>	
<p>To ensure the ability of the public to review the Department's decision-making processes and</p>	

<p>spending decisions, the Department agrees to take minutes of all meetings that would enable a person not in attendance to have a reasonable understanding of what happened, and to make minutes of those meetings available to the public by the time of the Department Board of Directors' next meeting.</p>	
<p>Notwithstanding the Department's reliance on public funds, there are matters on which a Board of Directors must act that are non-public in nature. The County and the Department agree that, in the course of a public meeting, the Board of Directors may decide to close the meeting under the following circumstances:</p>	
<p>To consult with an attorney (to preserve attorney-client privilege) for an actual claim, judicial action, mediation, arbitration, etc. (does not include closing a meeting for "legal advice" or general legal information);</p>	
<p>To discuss purchase, exchange or lease of real property;</p>	
<p>To discuss the terms of an actual or proposed employment contract;</p>	
<p>To deal with personnel matters concerning a member and/or employee (does not include</p>	

general personnel policy discussion/action);	
To request (or hear a report on) an investigation of alleged criminal misconduct directly concerning the Fire Department, a member or employee;	
To make decisions on matters other than those that directly or indirectly involve public funds;	
The Department agrees that minutes will be kept for these closed parts of meetings, and made available for public examination at the next Board of Directors meeting, except for minutes of closed sessions dealing with criminal matters, personnel matters, sessions concerning matters other than those that directly or indirectly involving public funds, and, unless the Board decides otherwise, matters of attorney-client privilege (except that, for audit purposes, the auditor will have access to <u>all</u> meeting minutes, without exception). The Department agrees that the minutes of these closed sessions will meet the same standards as minutes of all public meetings.	
The County and Department further agree that a “meeting” exists for purposes of this section when a majority of Board members get together physically, or via conference call or other	

<p>electronic means for the purpose of transacting business, and that a social gathering of Board members at which business is not (and will not be) transacted is <u>not</u> a “meeting” for purposes of this section.</p>	
<p>10. If the County determines that the Fire Department has failed to render the protection and services to the Fire Insurance and Response Districts as provided in this agreement, then the County shall give the Fire Department ninety (90) days advance written notice that the funds allocated are subject to suspension. If during the said ninety (90) day period, the Fire Department makes improvements satisfactory to the County, no suspension shall occur. During the ninety (90) day period, the Fire Department is not relieved of their responsibility to provide fire protection and emergency services in a manner otherwise consistent with the terms of this agreement.</p>	<p>Revise –</p> <p>In the event that the County receives notice that the fire department has failed to operate in accordance with the provisions of the contract, the County will provide the fire department written notice of the possible noncompliance and investigate the noncompliance. If the County determines the department has operated in a manner not in accordance with the contract, the County will provide written notice of a ninety day period to achieve compliance. At the end of the ninety day period, the County may suspend any or all funds to the department if the department is still not in compliance.</p>
<p>11. In the event that the Department’s Board of Directors determines that the Department is unable to reliably deliver the services described herein, for reasons including, but not limited to, resignation or withdrawal of volunteer, part-time or full-time members or other withdrawal or loss of ability to deliver</p>	

<p>services, the Department's Board of Directors shall immediately so notify the County, at which time the County is authorized to use such Department facilities and equipment as are necessary to maintain the delivery of fire services in the Department's primary service area (to the extent the Department exercises operational control and/or ownership interest over such facilities and equipment), so that an interruption of the Department's ability to deliver fire services will not interfere with the standards of fire protection service provided for in this Agreement.</p>	
<p>Should such use become necessary, the County and the Department's Board will jointly select an independent third-party trustee who will regularly evaluate the County's use of such Department facilities, equipment and resources on behalf of the Department until the Fire Commission determines that the Department is able to resume delivery of reliable service.</p>	<p>Revise</p> <p>Revise sentence to read in part:</p> <p>"... on behalf of the Department until the Board of Directors of the Department works with the Fire Commission to determine that the Department is able..."</p>
<p>Should damage to Department facilities or equipment occur during the operation described herein, the County shall assume responsibility for repair of the facilities or equipment, or replacement of the facilities or equipment to the extent that such facilities or equipment cannot be repaired, to the extent that the Department's</p>	

<p>insurance does not cover such loss. The County shall indemnify and save harmless the Department from any and all liability and expenses including attorney's fees, court costs and other costs incurred by the Department caused by the negligence or willful misconduct of the County, its agents or employees up to the limits of its insurance until resumption of service by the Department.</p>	
<p>12. The Department agrees that if the Department's financial records are judged to be unauditible for purposes of audit or establishment of a budget by the County's Director of Finance, or if a regular or special audit by a Certified Public Accountant reveals competent evidence of reckless or willful financial -management practices or intentional or criminal wrongdoing, the Department's Board of Directors will notify the County, at which time, the County and Board of Directors may jointly name a trustee who will assume responsibility for management and financial decision-making for the Department until such time as the County and Department's Board of Directors agree that the Department's finances have been stabilized to the extent required to satisfy the financial-management provisions of this Agreement.</p>	

<p>13. The Department agrees that, as of January 1, 2002, or the date of adoption of this agreement, whichever is later, if the fire chief of the Department serves as a member of the Department's Board of Directors, that fire chief shall become an ex officio member, without vote, of the Department's Board of Directors, and, effective that same date, no career employee of the Department shall serve as a member of the Department's Board of Directors.</p>	<p>Revise last sentence: No career employee or regularly scheduled part-time employee shall serve as a member of the Department's Board of Directors.</p>
<p>14. In the event of a liquidation or dissolution of the Department pursuant to cessation of service or action by the Department's Board of Directors, all equipment and assets owned by the Department and not otherwise required for retirement of lawful debt will be distributed in accordance with the Department's Charter and the North Carolina Non-Profit Corporations Act, except that all assets, equipment and real property acquired with tax funds collected by Wake County and appropriated to the Department shall be assigned to the County in a proportion equivalent to the proportion of the County's tax fund contribution to the Department's budget at the time the asset, equipment and/or real property was acquired. Such assets shall be assigned or distributed as follows: (1) by the dissolving</p>	<p>Replace with new paragraph 14: In the event of liquidation or dissolution of the Fire Department, all equipment and assets will be distributed in accordance with the Fire Department's Charter or Articles of Incorporation and the North Carolina Non-Profit Corporation Act. All assets and equipment that have been acquired using county funds, other than special rural fire district funds, shall be returned to the County. 14.1 Should such liquidation or dissolution occur while there remains an ongoing requirement for County provided fire protection in the Department's primary service area, all required fire fighting apparatus and equipment (but excluding real property) shall be assigned or distributed by the dissolving Department to its successor</p>

Department to its successor in fire protection within the Department's primary service area; and/or (2) to other fire departments in Wake County through, and with the recommendation of the Fire Commission, to the County's Board of Commissioners. The Fire Commission may recommend to the County's Board of Commissioners that such assets be disposed of by sale, the proceedings of which shall be placed in the Fire Tax Capital Improvement Program. The County agrees that, given the infrequent nature of such a liquidation or dissolution, receipts from such sale will not be considered revenues for purposes of offsetting Fire District Tax contributions to the Fire Tax Capital Improvement Program or a Fire District Tax rate adjustment in support of Fire District capital improvements. This section shall not apply if the dissolution is the result of a deliberate act on the part of Wake County to assume immediate and complete control of fire protection in the Department's service area notwithstanding the Department's willingness and ability to continue delivery of services in compliance with this agreement.

in fire protection within the Department's primary service area. Real property owned by the Department and not reasonably required by the County for the purpose of fire protection, or real property which is already being used by other governmental entities for fire protection is excluded. Such unallocated Real property will be returned to public service use in consultation with homeowners within the Departments primary service area. If the successor fire department reasonably requires the use of Real property to provide fire protection within the Department's primary service area, such Real property will be made available through a leasing instrument which will insure maintenance of such property for the duration of need, but will not accrue revenue to the Department above and beyond such maintenance.

14.2 Section 14.1 shall not apply if the dissolution of the Department is the result of a deliberate act or decision on the part of Wake County to assume complete control of fire protection in the Department's service area notwithstanding the Department's

	willingness and ability to continue delivery of services in compliance with this agreement
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15. The Fire Department shall use the funds subject to this agreement in accordance with the annual Department Budget. The budget may be amended by the Fire Department Board of Directors within the funds made available by this Agreement, except that amendments providing for any expenditure that establishes a new operating expense that will extend beyond the current fiscal year shall require the concurrence of the Director of the Fire/Rescue Division of the Department of Public Safety:	Update title
A. The Department shall notify the Director of the Fire/Rescue Division of the Department of Public Safety of addition or deletion of full- or part-time positions (defined here as positions budgeted at a pay rate equal to, or in excess of, the current federal minimum wage) or use of personnel funds for any purpose other than compensating persons occupying budgeted positions when such addition or deletion occurs.	Update title
B. The Department agrees to utilize a formal	

bidding process for the following purchases:	
a. Equipment, apparatus, supplies and/or materials with a unit cost of \$30,000 or more; and/or	
b. Construction or repair to buildings (including design and other activities related thereto) at a cost of \$100,000 or more.	
C. The Department agrees to utilize an informal bidding process for the following purchases:	
a. Equipment, apparatus, supplies and/or materials with a unit cost between \$1,000 and \$29,999; and/or	
b. Construction or repair of buildings (including design and other activities related thereto) at a cost of from \$5,000 to \$99,999.	
D. The Department and the County agree that purchase via state contract or “add-on” purchase to a contract competitively bid by another department party to this agreement, or by another North Carolina unit of government meets the requirements of this section.	
E. The Department and the County agree that, in the event of a bona fide emergency, the Department may proceed with emergency purchases without	

<p>seeking formal or informal bids as described herein.</p>	
<p>16. The Department agrees that it shall continue to use the County's electronic financial reporting system furnished by Wake County for budget preparation and presentation purposes only, based upon the County's "chart of accounts" which provides accurate documentation of all of its receipts and disbursements, including (but not limited to) those related to the funds subject to this agreement, and the Department and County will use the product(s) of that reporting system in the development and analysis of the budget for FY 2003 and subsequent fiscal years. The department agrees that it will make these reports available to the public upon request.</p>	
<p>17. The Fire Department shall obtain and keep in force during the term of this agreement the following minimum insurance coverage, annually providing the County Risk Manager with a certificate of insurance:</p>	<p>Revise with the following limits recommended by Wake County Risk Management. (VFIS has reviewed the proposal)</p>
<p>A. <u>Worker's Compensation</u>: Coverage of all volunteer firefighters and employees for statutory limits in compliance with applicable state and federal laws. Departments shall participate in the North Carolina Volunteer Safety Worker's</p>	<p>17. The Fire Department shall obtain and keep in force during the term of this agreement the following minimum insurance coverage, annually providing the County Risk Manager with a certificate of insurance. All required insurance shall be procured from insurance companies licensed to do business in North Carolina</p>

<p>Compensation Fund.</p>	<p>with a Best's Insurance Guide Rating of A-, VII or the Volunteer Safety Workers' Compensation Fund owned and operated by the State of North Carolina. Coverage shall be maintained continuously during the term of this agreement.</p>
<p>B. <u>Comprehensive General Liability, Including Medical Malpractice</u>: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability.</p>	<p>A. <u>Worker's Compensation</u>: Coverage A – Statutory – State of North Carolina. Coverage B – Employers Liability - \$100,000 each claim. Departments shall participate in the North Carolina Volunteer Safety Worker's Compensation Fund.</p>
<p>C. <u>Business Auto Policy</u>: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles and employee non-ownership.</p>	<p>B. <u>Comprehensive General Liability, Including Medical Malpractice and Errors and Omissions</u>: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. Wake County shall be named as additional insured.</p>
<p>D. <u>Professional Errors and Omissions, Including Officers and Directors</u>: Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.</p>	<p>C. <u>Business Auto Policy</u>: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles and employee non-ownership. Wake County shall be named as additional insured.</p>
<p>E. <u>Umbrella Liability</u>: Coverage with a minimum limit of \$1,000,000.00 with underlying coverage of auto liability, worker's compensation / employees liability and errors and omissions liability.</p>	<p>D. <u>Management Liability/Directors and Officers Liability</u>: Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.</p>
<p>F. <u>Fidelity Bonds</u>: A blanket fidelity bond shall be purchased in the amount of not less than \$100,000.00.</p>	<p>E. <u>Umbrella Liability</u>: Coverage with limits of \$2,000,000.00. Coverage shall excess the underlying auto liability, employers liability, general</p>

	<p>liability including Medical Malpractice and Errors and Omissions liability. There shall not be any “drop down deductibles” in areas where underlying coverage is not required but the Umbrella Policy provides coverage. Wake County shall be named as additional insured.</p> <p>F. <u>Fidelity Bonds</u>: A blanket fidelity bond shall be purchased in the amount of not less than \$100,000.00.</p> <p>The Fire Department shall annually provide the Wake County Finance Department a certificate of insurance.</p>
<p>18. The Fire Department shall make a good faith effort to maintain its current rating, or better, with the North Carolina Department of Insurance, and Insurance Services Office, Inc., 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, as determined necessary by the Fire Department Board of Directors.</p>	<p>Revise -</p> <p>Fire department to prepare a plan to obtain a minimum of a class 6 ISO rating. Plan to be complete within one year of contract execution. A Class 6 rating is the minimum, and departments are not expected to degrade any ISO grade that is better than a Class 6.</p> <p>The fire department is to implement the plan after plan’s completion subject to availability of funds as recommended by the Fire Commission and approved by the Board of Commissioners.</p> <p>Update title reference</p>

<p>19. The Department shall indemnify and save harmless Wake County for any and all liability and expenses including attorney's fees, court costs and other costs incurred by Wake County caused by the negligence or willful misconduct of the Fire Department, its agents and employees, up to the limits of insurance in Item 17.</p>	
<p>20. The following minimal performance standards are agreed to by the County and the Fire Department and are a part of this contract:</p>	
<p>A. STANDARDS OF PERFORMANCE: The Fire Department shall furnish fire protection and emergency services in a professional, efficient and workmanlike manner, in particular so as to meet the requirements of and comply with rules and regulations of the North Carolina Department of Insurance, Insurance Services Office, Inc., and other pertinent federal, state and County laws, regulations and standards. The Department agrees to participate jointly with the County in development and implementation of countywide fire service system performance standards through the Fire Commission including (but not limited to) staffing, turnout time, response</p>	

<p>time, fire and emergency-event outcomes, customer satisfaction and dissatisfaction, documentation consistency and compliance with standard operating procedures.</p>	
<p>a. <u>RESPONSE TIME</u>: When after one minute after dispatch of the Fire Department with no response, the fire department will be re-paged. After two additional minutes (three minutes total) the next closest fire department will be dispatched.</p>	
<p>b. <u>STAFFING ON SCENE</u>: Each Fire Department shall have an adopted standard operating guideline that addresses the appropriate number of firefighters needed on all type fire calls. A current, valid copy of the Fire Department's guideline shall be kept on file with the Wake County Public Safety Fire/Rescue Services Division.</p>	<p>Update title</p>
<p>c. <u>AUTOMATIC AID AGREEMENTS</u>: Each Fire Department shall provide automatic aid service for all structure fire calls (1 tanker {or pumper/tanker} and two firefighters or other arrangement as agreed upon with the neighboring fire departments and approved by the County) to any neighboring Wake County Fire Department.</p>	<p>Add second paragraph below existing paragraph 20 (c):</p> <p>Fire department agrees to participate in countywide automatic aid through the quickest unit response program. Units will be dispatched based on quickest unit response. Fire stations that are not continuously staffed on a 24 / 7 basis may or may not participate in quickest unit response inside a municipality's corporate limits.</p>

<p>d. <u>MUTUAL AID AGREEMENTS</u>: All Fire Departments shall cooperate and participate in the most current Wake County Mutual Aid system plan. The Wake County Emergency Communication Center will automatically dispatch the nearest mutual aid department after failure in three (3) minutes of the initially dispatched department to acknowledge the call. This should apply to all calls. Wake County will supply the Fire Department with a copy of the officially adopted mutual aid system plan. The agreement can be found as Appendix #A of this contract.</p>	<p>Update the mutual aid agreement included in the Appendix.</p>
<p>e. <u>TRAINING</u>: Each Fire Department shall have an adopted guideline that addresses appropriate initial training of firefighters and continuing education of firefighters that meets or exceeds all state requirements. A current, valid copy of the Fire Department training guidelines shall be kept on file with the Wake County Public Safety – Fire/Rescue Services Division. The Department agrees to support and work jointly and cooperatively with the training staff of the County’s Public Safety</p>	<p>Revise to include the following new provisions:</p> <p>Each fire department will conduct an annual live fire training exercise and participate annually in one or more each multi-company drills and multi-department drills,</p> <p>Each fire department will conduct a regional post incident review for the following incidents: fatal fires, fires involving more than \$250,000 property loss, fires with civilian injuries requiring hospitalization for more than 24 hours, fires involving firefighter injury, and other incident as determined by the Department. Post incident</p>

<p>Department's Division of Fire/Rescue in development of, and participation in one or more annual performance-training sessions and in ongoing evaluation of emergency-scene performance.</p>	<p>reviews will be facilitated by a fire service member that has completed a post-incident review training program approved by the Fire Commission, or equivalent training as determined by the Fire Commission.</p> <p>No member shall engage in structural firefighting without having first completed the Essentials of Firefighting course, or equivalent.</p> <p>The initial training guidelines required by paragraph 20 (e) shall address at a minimum the following training: Hazardous materials responder – operations plus, ICS, and bloodborne pathogens.</p> <p>Update title</p>
<p>f. <u>DEPRECIATION</u>: Each Fire Department shall have a depreciation schedule for equipment and property valued over \$25,000.00.</p>	
<p>g. <u>CAPITAL IMPROVEMENT PLAN (C.I.P.)</u>: Each Fire Department should maintain a Capital Improvement Plan in accordance with standards developed by the Wake County Fire Commission for their department's purchases exceeding \$25,000.00. C.I.P.s should be projected for at least three years.</p>	<p>Delete this paragraph.</p>
<p>h. <u>FIRE STATION CONSTRUCTION / RENOVATION</u>: The Wake County Fire Commission shall make</p>	

<p>recommendations on new fire station locations and major renovations to the Wake County Board of Commissioners. The Wake County Board of Commissioners shall approve all new fire stations and major renovations financed utilizing service tax district funds. Major renovations include renovations of existing fire stations, which exceed \$100,000.00 in total cost.</p>	
<p>i. <u>FUND BALANCE</u>: Each Fire Department shall have on hand, as of the beginning of the fiscal year, available (unrestricted) cash and investments of at least 10% of their annual County appropriation, or \$25,000.00, whichever is greater The Department agrees that it will begin each fiscal year on July 1 with a budget balance consisting of available cash and investments (less current liabilities) not less than \$25,000.00 or an amount equal to 10% (ten percent) of the Department's operating budget for the previous fiscal year, whichever is greater, and that it will end each fiscal year on June 30 with a budget balance consisting of available cash and investments (less current liabilities) not less than \$25,000.00 or</p>	<p>Replace paragraph with fund balance requirement in long range business plan:</p> <p>At a minimum, all nonprofit Fire Departments will maintain a fund balance sufficient for their own cash flow purposes. Departments may contact County staff for assistance in determining an appropriate fund balance for their department. Departments are encouraged, but not required, to maintain a fund balance of at least 5% of their annual operating budget. If a department's fund balance falls below 5% of its annual operating budget, and the department wishes to raise it to 5%, the department may present a plan to County staff to develop a plan to bring the fund balance up to 5%. Departments will make such requests in writing.</p> <p>At their discretion, departments may</p>

<p>an amount equal to 10% (ten percent) of the Department's operating budget, whichever is greater, for the year just ended.</p>	<p>maintain a fund balance between 5-10% of their operating budget. This range is meant to give departments flexibility in managing their operating funds.</p> <p>Fire Departments with fund balance and reserves exceeding 10% of the department's annual operating budget are expected to use these resources for planned capital purchases, retiring debt, or emergency one-time purchases. Accordingly, a department with reserves in excess of 10% of its operating budget may choose from one or more of the following uses for the excess funds:</p> <ul style="list-style-type: none"> • Retire existing debt, • Finance apparatus, station improvements, or other capital needs that have been identified as priorities by the Fire Commission and County staff in the Long Range Plan, • Reserve funds for future capital projects that have been identified as priorities by the Fire Commission and County staff in the Long Range Plan (funds must be reserved formally with the department's auditor; Annual financial statements must reflect all such reservations), • Make emergency non-budgeted expenditures for unanticipated repair or replacement of essential firefighting
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	<p>equipment one-time purchases for such equipment as SCBA and SCBA cylinders,</p> <ul style="list-style-type: none"> • Another option approved by the Fire Commission and the Public Safety Director and Budget Director. <p>Departments will notify County staff and the Fire Commission in writing of their intended use of excess funds. Should a department not choose from the options listed above, County staff and the Fire Commission will consider excess funds when determining the department's operating appropriation from the Fire Tax.</p> <p>Update title reference</p>
<p>j. <u>FIXED ASSETS</u>: Each Fire Department shall maintain an accurate inventory of all equipment valued at \$1,000.00 or more. This fixed asset list shall be kept for each Fire Department by station and be available for review at reasonable times during business hours of the County.</p>	
<p>k. <u>PUBLIC FIRE EDUCATION</u>: Each Fire Department shall develop a plan for providing public fire education for: 1) Children; 2) Businesses; and 3) Homes within each fire district. Each Fire Department's plan shall be revised annually and submitted to the Wake County Public Safety</p>	<p>Update County department reference</p>

<p>Fire/Rescue Services Division, for review, at the beginning of each County fiscal year (July). Fire Departments should support public fire education programs through assistance of materials, equipment and personnel from the Wake County Public Safety – Fire/Rescue Services Division.</p>	
<p>I. <u>PRE-FIRE INCIDENT SURVEYS</u>: Each Fire Department should have the goal of developing pre-fire incident surveys and updating them annually for all commercial buildings within the fire district. Facilities, which should be given priority, are those buildings displaying NFPA 704 placards, hazardous, institutionalized and assembly occupancies. Each Fire Department should work with local fire code enforcement officials to determine hazards and occupancies. Upon request, the Wake County Public Safety – Fire/Rescue Services Division staff shall assist Fire Departments in developing pre-fire incident surveys for buildings within Wake County Public Safety – Fire/Rescue Services Division fire code enforcement service area.</p>	<p>Update County department reference</p>
<p>m. <u>FIRE INVESTIGATIONS</u>: The Fire</p>	<p>Revise –</p>

<p>Department officer in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause OR if the cause is suspected to be incendiary in nature, the officer in charge shall request a representative from the Wake County Public Safety – Fire/Rescue Services Division to assist. The Fire Department should provide whatever assistance is needed by Wake County Public Safety at the fire scene.</p>	<p>At the conclusion of the fire origin and cause determination, Wake County staff will provide a report to the fire department regarding the cause of the fire.</p> <p>Update County department reference</p>
<p>n. <u>FIRE HYDRANTS</u>: Each Fire Department shall have an adopted guideline that addresses fire hydrant testing and maintenance. A current valid copy of the Fire Department guideline shall be kept on file with Wake County Public Safety – Fire/Rescue Services Division. Each Fire Department should ensure that every wet and dry fire hydrant in the suburban fire district is flushed and checked for accessibility, functionality, visibility, and operation at least once annually. Records of fire hydrant tests and maintenance conducted by fire departments should be kept and are available for review by the Wake</p>	<p>Update County department reference</p>

<p>County Public Safety – Fire/Rescue Services Division.</p>	
<p>o. <u>MEDICAL FIRST RESPONDER</u>: Each Fire Department shall participate in the Wake County Medical First Responder Program. Each fire department shall conform to the Wake County Medical First Responder policies and procedures and direction of the Wake County Medical Director and Emergency Medical Services Director. Each Fire Department shall have an adopted guideline that addresses the Medical First Responder Program and Operation.</p>	
<p>p. <u>EMERGENCY DISASTER RESPONSE</u>: Each Fire Department shall follow the Wake County Incident Command Master Plan and all applicable appendices.</p>	
<p>q. <u>DISPOSING OF EQUIPMENT</u>: Each Fire Department shall offer equipment that they have deemed necessary to sell to other Wake County Fire Departments prior to offering to outside agencies.</p>	
<p>r. <u>PERSONNEL</u>: The Department agrees to adopt and to initiate compliance with, and enforcement of, personnel rules for career and part-time members that are not substantially and materially different from, or</p>	<p>Revise – Fire departments to report certain employee turnover data to county staff. Each department is to provide the salary and rank of each paid employee that leaves employment with the</p>

<p>inconsistent with model rules developed through the Fire Commission, and personnel rules for volunteer members that are not substantially and materially different from, or inconsistent with model rules developed through the Fire Commission within 30 (thirty) days of Fire Commission approval of such model rules</p>	<p>department and the salary and rank of each new hire employee.</p>
<p>s. <u>EMPLOYMENT</u>: The Department agrees to participate in the development and promulgation of a background-check system for all “finalist” candidates by Wake County for full-time and part-time employment and volunteer membership conducted prior to hire or appointment, and to implement that system within 30 days of its approval by the Director of the Fire/Rescue Division of the County’s Department of Public Safety.</p>	<p>Update title reference</p> <p>Fire department agrees that it will perform a background check on all new members prior to employment or appointment and on all members once every three years. If additional funding is required to perform the background checks, background checks will be done subject to availability of funds.</p>
<p>t. <u>DRIVER’S LICENSE CHECK</u>: The Department agrees that it will participate in development of a uniform procedure for conduct of a review of the driver’s license record of each member and employee at least once each fiscal year by Wake County, and implementation of such procedure within 30 days of adoption.</p>	<p>Revise -</p> <p>Fire department agrees that it will review each member’s driving record at least once every three years to verify each member meets departmental driving requirements.</p> <p>If additional funding is required to perform the driving record reviews, review will be done subject</p>

	to availability of funds.
<p>u. <u>ADMINISTRATIVE AND OPERATIONAL PROCEDURES</u>: The Department agrees to participate jointly with the County in development and implementation of countywide fire service standard administrative and operational procedures through the Fire Commission. Nothing in this section shall prohibit the Department from establishing or maintaining its own standard administrative and operational procedures provided they are not in conflict with County-wide procedures as described herein, or the County from issuance of County-wide emergency procedures in event of a declared disaster or emergency.</p>	
<p>v. <u>AUXILIARY SERVICES</u>: Each Fire Department may choose to participate in Wake County Auxiliary Services Programs. Participation is fully voluntary. However, each Fire Department that participates in the programs shall conform to the Wake County Public Safety policies and procedures and direction of the Wake County Fire/Rescue Director. Fire Departments choosing to participate in these programs shall have adopted guidelines that address the</p>	Update title reference

<p>appropriate functions. If a department chooses to participate in any of these programs, the agreements can be found as Appendix # A – K of this contract:</p>	
	<p>Add new paragraph W.</p> <p>Fire departments and Wake County agree to abide by the requirements outlined in the Fire Service Compensation Guidelines.</p>
	<p>Add new paragraph X.</p> <p>Fire departments agree to rely only on the countywide alphanumeric and tone/voice paging systems for emergency alerting and response purposes.</p>
<p>SERVICE Mutual Aid First Responder Agreement Special Services Extrication Services Water Rescue Services Specialized Rescue Services Specialized Fire Equipment Services Technician Level Hazardous Materials Services Fire Protection Personnel Program FEMA Disaster Services Individual Contract Amendments</p>	<p>APPENDIX # A B C D E F G H I J K</p>
<p>21. This agreement shall become effective as of _____, subject to the continued legal</p>	

existence of the District(s) and the Fire Department, and shall continue from fiscal year to fiscal year unless terminated by either party in accordance with paragraph 23 of this agreement.	
22. This agreement may not be transferred or assigned by the Fire Department without the written consent of the County.	
23. This Contract may be terminated by either party upon advance written notice to the other party, served upon the other party by certified mail at least ninety (90) days prior to termination. Failure of the County and the Fire Department to agree upon the amount of funding shall terminate this contract in accordance with this section of this agreement.	
24. Wake County reserves the right to provide the highest level of fire protection and emergency services possible, subject to the availability of funding.	
25. Failure of the County to enforce any of the provisions of this Agreement at any time, or to request performance by the Fire Department pursuant to any of the provisions of this Agreement at any time shall in no way	Update County department reference

<p>be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the County to enforce each and every provision. In the event that there is disagreement between representatives of the County Department of Public Safety – Fire/Rescue Division and the Department as to the meaning and/or applicability of any section of the Agreement, the County and the Fire Department agree to select and share the cost (if any) of the services of a trained community mediator to mediate the disagreement, and, if the mediation is unsuccessful, to share the cost of an arbitrator, whose findings will be accepted by the County and the Fire Department as disparities.</p>	
<p>26. It is recognized and agreed to by the County and the Fire Department that specific amendments may be necessary on an individual department-by-department basis, and, further, that this agreement may be amended in writing with the consent of the parties thereto.</p>	
<p>27. This contract is not intended to serve for the benefit of any third party. The rights and obligation contained herein belong exclusively to the entities, which are parties</p>	

hereto as a benefit to that third party.	
28. The terms and provisions herein contained constitute the entire agreement by and between the County and the Fire Department and shall supersede all previous communications, representation or agreement, either oral or written between the parties hereto with respect to the subject matter hereof; except, that this paragraph shall not be construed to supersede any existing and applicable Mutual Aid Agreements.	
IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by the Chair of the Board of County Commissioners and attested by the Clerk of the Board of County Commissioners, 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.	
WAKE COUNTY BOARD OF COMMISSIONERS	

BY:	

Chair Herb Council	
Attest:	

Clerk of the Board of County Commissioners	
(SEAL)	
FIRE DEPARTMENT	
BY:	

President of Fire Department	
Attest:	

Secretary of the Fire Department (SEAL)	
ATTACHMENT "A" – INFORMATION FOR ANNUAL AUDIT	
This listing represents information and data needed for presentation to your auditor by the last business day of August to support and ensure the timely delivery of the annual audit of your Fire Department in a manner consistent with Wake County's audit expectations. If you believe that an item is not applicable to your department, you must provide your auditor with a letter explaining why that item is not applicable, and provide Wake County's Director of Finance with a copy of that letter.	
<ul style="list-style-type: none"> • Trial balance as of June 30, 20 , ready for fax submittal no later than close of business of 15 August 20 . 	
<ul style="list-style-type: none"> • Balance Sheet at June 30, 20 and Statement of Income and Expenses from July 1, 20 – June 30, 20 . 	
<ul style="list-style-type: none"> • Transaction detail by account for the entire fiscal year (July 1, 20 - June 	

30, 20).	
<ul style="list-style-type: none"> • Board-approved budget for the current fiscal year. 	
<ul style="list-style-type: none"> • Minutes from <u>ALL</u> meetings held by the Board of Directors during the fiscal year, including special, emergency and/or closed meetings. 	
<ul style="list-style-type: none"> • Names and addresses of the officers and members of the board of directors. 	
<ul style="list-style-type: none"> • Completed related-party questionnaires for all board members (<u>ex officio</u> included)(example attached). 	
<ul style="list-style-type: none"> • Written update of response(s) to the prior year management letter (including management's progress-to date for each item). 	
<ul style="list-style-type: none"> • Beginning Balance Analysis – Excel (or equivalent software) spreadsheet that documents beginning balances per the general ledger as of July 1, 20 and ending balances per the prior year June 30, 20 , audited financial statements. (The purpose of this spreadsheet is to verify that the fire department started the 	

current fiscal year with the ending balances from the prior year audit report.)	
<ul style="list-style-type: none"> • Bank statements for all bank accounts as of June 30, 20 . 	
<ul style="list-style-type: none"> • Bank reconciliations, which agree to the general ledger, for each cash account at June 30, 20 . 	
<ul style="list-style-type: none"> • July and August 20 bank statements for all accounts available for on-site test work. 	
<ul style="list-style-type: none"> • Certificate-of-deposit information, which includes renewal notices, copies of new CDs, redeemed CDs, and balances as of June 30, 20 . 	
<ul style="list-style-type: none"> • June 20 statement from investment brokers (all pages), documentation of all purchases, sales, re-invested dividends, interest/dividends paid during the current fiscal year, and balances for each fund as of June 30, 20 . 	
<ul style="list-style-type: none"> • Fixed asset listing and depreciation schedule which agrees to the June 30, 20 , financial statements, fixed asset roll-forward schedule which documents 	

the 07/01/ balance, current year additions, current year deletions, transfers between accounts, and 06/30/ ending balance, and documentation to support all current year fixed asset additions and disposals.	
<ul style="list-style-type: none"> • Formal and informal bid records for applicable purchases of equipment, materials, services and building construction, maintenance and/or repair. 	
<ul style="list-style-type: none"> • Documentation to support prepaid insurance at June 30, 20 . 	
<ul style="list-style-type: none"> • Quarterly payroll reports for the quarters ended September, December, March, and June. Payroll Summary at June 30, 20 that agrees gross payroll per 941s with salaries and wages per general ledger. 	
<ul style="list-style-type: none"> • Documentation to support payroll tax liabilities at June 30, 20 . This information should include July 20 check copies or copies of quarterly payroll reports. 	
<ul style="list-style-type: none"> • Documentation to support accrued wages, accrued vacation, and accrued 	

volunteer reimbursement at June 30, 20 .	
• Accounts payable listing at June 30, 20 .	
• Documentation to support note payable balances at June 30, 20 . This information shall include copies of original or refinanced loan agreements, amortization schedule, listing of principal and interest payments for the current fiscal year, and commercial loan statements, which document the June 30, 20 , balance for each loan maintained by the Department.	
• For purposes of fund-raising, all income and expense records with reconciliation to income and expenses recorded in general ledger as of June 30, 20 .	
• Copies of July – December 20 and January – June 20 sales tax and fuel tax refund reports.	
• All information related to a Women’s Auxiliary fund(s), if that fund/those funds are part of the Department’s finance activities. This information should include	

bank statements, bank reconciliation at June 30, 20 , invoices to support all expenses incurred during the fiscal year, and deposit slips to support all deposits made during the fiscal year. This section does not apply to a Women's Auxiliary that operates as a separate financial entity with its own tax ID number.	
Related-Party Questionnaire	
Date	
Name and Address of Board Member	
Dear Board Member:	
In connection with an audit of our financial statements, please furnish answers to the following questions, sign your name, and return the questionnaire directly to me. The questionnaire is designed to obtain information about transactions between (Name of fire department) and any related parties.	
Related parties may include members of the	

governing board (such as the Board of Directors) and management and their immediate families; significant contributors; fundraising organizations and certain other separate entities.	
Please answer all questions. If the answer to any question is "yes" please provide a detailed explanation in the space provided.	
Very truly yours,	
<i>Name of the Chief or Treasurer</i>	
1. Have you or any related party of yours had any material interest, direct or indirect, in any of the following transactions since July 1, 20 to which the Fire Department was, or is to be, a party?	
<p style="text-align: center;">Yes No</p>	
Sale, purchase, exchange or leasing	

property? _____	
Receiving or furnishing of goods, services or facilities? _____	
Transfer or receipt of income or assets? _____	
2. Have you or any related party of yours been indebted to the Fire Department at any time since July 1, 20____? Please exclude amounts due for ordinary travel reimbursements, per call fees, etc.	
Yes _____ No _____	

<p>3. Have you or any related party of yours had any material interest, direct or indirect, in any transactions since July 1, 20____, or in any pending or incomplete transactions, to which any pension, retirement, savings or similar plan provided by the Fire Department was, or is to be, a party? Do not include payments to a plan or payments by the plan made pursuant to the terms of the plan.</p>	
<p style="text-align: center;">Yes _____ No _____</p>	

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.	
_____ Signature	
_____ Title	
_____ Date	

Attachment "B"	
Meeting Notices Requirement	
Meeting Type Notice Deadline	
Notice To:	
Regular County Clerk,	Two business days
Fire/Rescue Director, News	
Media, "Request List"*	
Regular- (Same as above)	One business day**
Cancelled	
Regular-	Two business days

(Same as above)	
Rescheduled	
Special/Emer- (Same as above)	Four business-day
gency	hours***
* “Request list” consists of interested citizens, other media, etc.	
** Not required if cancellation is due to no quorum, emergency.	
***Four hours during the business day. Example: If a special or	
emergency meeting is called for 7:00 PM, notice would be required no later than 1:00 PM—four hours before end of that day.	
Departments can also handle all these notifications through one notification to the Fire/Rescue Division. This service is available via written request to the Fire/Rescue Division, Department of Public Safety. Departments can also submit regular meeting dates/times/locations up to a year in advance for notification purposes.	