



Office of the Mayor
502 Southtown Circle, Rolesville, NC 27571

April 16, 2024

To Rolesville Rural Fire Department Board, Board,

As the Mayor of Rolesville, I would like to offer my full support for merging the Rolesville Rural Fire Department and the Town of Rolesville. The Rolesville Rural Fire Department has been unwavering in its service to this community, and the greater Rolesville area. For over sixty-five years, the Rolesville Rural Fire Department has kept up with changes in population, jurisdiction, technology, and dynamics, and has done so with pride and professionalism. This unification in no way minimizes the service that has been provided, rather it builds on their history and heritage.

A Resolution of Unification accompanies this letter. With this letter, we emphasize our commitment to the following points of agreement:

1. The Town of Rolesville agrees to build a new Main Station for the Fire Department beginning December 2025/January 2026.
2. The new Main Station will have a room to display and store the 1958 Fire Truck [Unit 1].
3. The new Main Station will have a place to display the Rolesville Rural Fire Department Heritage and History items and memorabilia.
4. The new Main Station will have a "Heritage Board Room" that the Fire Department can use for any future meetings following the merger.
5. The new Main Station will be large enough to house all the current fire trucks, staff, and future staff.

It gives me great pleasure to extend the accompanying Resolution of Unification to the Rolesville Rural Fire Department to facilitate this merger. The future will prove that we will be better and accomplish greater things together.

Regards,

Ronnie Currin
Mayor, Town of Rolesville Board of Commissioners

Attachment: Resolution of Unification

Resolution of the Board of Directors of the Rolesville Rural Fire Department, Inc. and the Board of Commissioners of the Town of Rolesville Relating to the Proposed Unification with the Town of Rolesville

WHEREAS, the Rolesville Rural Fire Department, Inc., a North Carolina non-profit corporation (“Department”), provides fire protection, emergency medical first responder and other all-hazard mitigation services to the residents of the Town of Rolesville, a North Carolina municipal corporation (“Town”), pursuant to an agreement between the Town and the Department for the provision of fire and rescue services; and

WHEREAS, the Department and the Town mutually desire to provide the highest level of emergency services realistically possible to the people of both the Town of Rolesville and the Rolesville Rural Fire District, evidenced by a joint agreement to study the feasibility of integration of Fire Protection Services into the Town’s municipal structure; and

WHEREAS, the Department and the Town have met collaboratively together over the past three years to discuss concerns, challenges and opportunities related to the feasibility of a proposed unification of the Department into the Town’s governance structure; and

WHEREAS, the Department’s Board of Directors presented the Town with key concerns related to unification on August 10, 2021, and subsequently on November 9, 2021, proposed a unification target date of July 1, 2025; and

WHEREAS, on September 15, 2022, the Department Board of Directors adopted a resolution in favor of offering all specified assets of the Department to the Town (“Department Resolution”) except for (1) the Department’s corporate charter (as Rolesville Rural Fire Department, Inc.) and (2) assets reasonably necessary to operate the Rolesville Rural Fire Department, Inc. as a Foundation; and

WHEREAS, the Department has reviewed and considered the joint proceedings over the past three years between the Department and the Town and has determined that unification of the Department into the Town is in the long-term best interests of the residents of Rolesville; and

WHEREAS, the Department desires for the Town to (1) assume full responsibility for the provision of Fire Protection Services, including responsibility for all fire protection systems, equipment, real property and improvements and (2) assume title to the specified assets of the Department which shall be transferred from the Department to the Town on July 1, 2025 (“Effective Date”) and (3) provide employment to all full-time Department employees as of the effective date of unification, enabling those same employees to participate in the North Carolina Local Governmental Employees Retirement System (“NCLGERS”) pursuant to policies of the Town; and

WHEREAS, the Department desires for the Town to contract with Wake County Government for the provision of fire services outside of the Town in the Rolesville Rural Fire District, just as the Department has been doing in the past under the County’s cost-share agreement system and fully meet the County’s contractual agreement for municipalities serving unincorporated areas of the County; and

WHEREAS, the Department desires to retain the Rolesville Rural Fire Department Foundation (Foundation), which will retain, store and display certain fire vehicles, equipment and other items of historical and sentimental value.

NOW, THEREFORE, in consideration of these premises, the Town and the Department Board finds and resolves the following:

1. Authorization to Proceed. The Town and the Department Board hereby authorize their respective staffs, and Attorneys, to (1) prepare a definitive agreement between the Town and the Department to memorialize the terms and conditions of the unification of the Department into the Town’s municipal structure and (2) engage the services of NC Fire Chief Consulting to assist with the transition and unification from the Department to Town.
2. Effective Date of Unification. The effective date of the unification is set for July 1, 2025, at which time the Department will no longer contract with the Town for services.
3. Interim Period. Interim Period is defined as the six (6) month period immediately preceding the Effective Date of Unification.
4. Hiring of Fire Chief. The Town acknowledges that the Fire Chief has been heavily involved in the transition of the Fire Department. The Town agrees to retain Fire Chief Donnie Lawrence in his current role, with the further agreement to convert Fire Chief Donnie Lawrence to full-time status at some point in the future.
5. Consolidation Agreement. The Town and the Department’s willingness to accept the offer of unification is conditional upon the execution of a mutually acceptable agreement (“Consolidation Agreement”) that sets out the rights and duties of the Town and Department including without limitation the transfer of substantially all Department assets (except the Department charter, Fireman’s Day fund/equipment with ownership of said equipment and specified assets), including cash on deposit in all accounts controlled by the Department that are being transferred to Town. It is noted that all Department related Relief Funds must follow NCGS requirements.

The Department proposes to transfer ownership of the parcel(s) of land (and all buildings situated on such land) which is the current location of Rolesville Fire Station 1, the property on which the EMS building is situated, the current residence of the Rolesville Chamber of Commerce and a storage building. In addition, the Department proposes to transfer ownership of the Fowler Road property (PIN #23161) and the Old Pearce Road property (PIN #0439718).

6. Employee Transfer. All full-time paid firefighters of the Department as of the effective date of unification (“Department Employees”) shall be offered employment with the Town and shall have the opportunity to participate in NCLGERS. Part-time employees

Donnie Lawrence (the Fire Chief), Edna Allison (Administrative Assistant) and the other five (5) paid part-time Department employees shall be offered employment with the Town. All Department Employees who accept employment with the Town shall do so subject to all standards, rules, procedures, pay structure and benefits established by the Town and generally applicable to Town employees. Provided, however, the Town shall waive the twelve (12) month employment probationary period that would otherwise apply to new Town employees. All thirteen (13) full-time firefighters, the Fire Chief, the Administrative Assistant and five (5) other paid part-time employees will keep their seniority based on their years of service with Department once the unification is completed. All volunteer firefighters shall continue in their roles as volunteer firefighters once unification is completed. All volunteer firefighters continuing in this role once unification is completed will continue to receive their standard stipend.

7. Reserves Dedicated to Fire Services. The Department agrees to clearly identify all reserve funding as evidenced by financial statements as of January 1, 2025, and bank statements from the same date. The Department agrees that at the time of unification, this reserve funding will be immediately transferred to the Town, and this identified funding will be used only to support/provide fire and rescue services capital needs and will not be used for any other Town purposes. The Department reserves the right to pay off debt for Old Pearce Road property, with notification to Town.
8. Interim Period Budgeting. For the FY 24-25 budget, the Department expects the Town to fund the municipal cost share percentage of the Wake County approved operating and capital budget (including 2022 Pierce Engine), as well as funding current debt service on: (1) Old Pearce Road land (Wake County ID #0439718), and (2) 2022 Pierce Rescue. During the Interim Period, the Department agrees to operate within the annual adopted budget.
9. Operating Responsibility. During the Interim Period, the Department shall be responsible for the operations and fire protection services pursuant to the Current Agreement in the ordinary course of business, according to current operating standards and in compliance with all laws and regulations.

During the Interim Period, should the Department determine it would be in its best interest to make any material changes to its operations or standards or make any capital acquisitions (including for the construction of a storage building to house the Department's Foundation, the location of which is yet to be determined), incur any new debt, refinance any existing debt, encumber, or dispose of any property, give easement to any property, or enter into any agreements (including any agreements for the construction of a storage building), make any changes to employee compensation or benefits or any other material changes, except through the annual budget process, the Department shall notify the Town and obtain concurrence from the Town beforehand.

The Department must also fully comply with all terms, conditions, and requirements of the Department's contract with Wake County Government during the Interim Period.

The purpose of these restrictions on Department operations is to preserve the status quo, maintain current performance, operating standards, and the financial condition of the Department during the Interim Period.

10. Access. The Department agrees to provide the Town access to the Department financial records and, with the Fire Chief’s approval, access to the Department Employees related to transition to the Town to have communication, answer questions, prepare for the transition date, etc.

Adopted this the —— day of _____ 2024.

Charles Spencer Jones, President

SEAL

Frank C. Pearce, Jr. Secretary

Ronnie I. Currin, Mayor

Robin E. Peyton, Town Clerk