

WAKE COUNTY FIRE COMMISSION

Subject: Agenda for Thursday September 19, 2019
Location: Wake County Emergency Services Education Center
Time: 7:00 PM

Agenda

◆ Meeting Called to Order: Chairman Keith McGee

- Invocation
- Pledge of allegiance
- Roll of Members Present

◆ Items of Business

- Adoption of Minutes for March 21, 2019 Regular and April 25, 2019 Special Called Meetings
- Approval of Agenda

◆ Public Comments:

- Comments from the public will be taken at this time. Members of the public are invited to make comment to the Commission, with a maximum of 3 minutes per person. A signup sheet for those who wish to speak during the public comments section of the meeting is located at the entrance of the meeting room.

◆ Regular Agenda

- Rules of Procedure Wording Changes
- Committee Appointments
- Job Reclassification Request for Eastern Wake Administrative Assistant
- Review of Eastern Wake Interim Chief Agreement

◆ Information Agenda

- Fire Tax Financial Report
- Standing Committee Updates
 - Administrative
 - Apparatus
 - Budget
 - Communications
 - Equipment
 - Facility
 - Training
 - Volunteer Recruitment & Retention Committee
- Chair Report
- Fire Services Report

◆ Other Business

- ◆ **Adjournment** - Next Meeting – November 21, 2019 Emergency Services Education Center

**WAKE COUNTY
FIRE COMMISSION
Thursday, March 21, 2019**

Draft Minutes

(Audio Replays of the meeting are available upon request)

A meeting of the Wake County Fire Commission was held on Thursday, March 21, 2019 at 7:00 PM, at the Wake County Emergency Services Education Center, Rogers Lane, Raleigh, North Carolina.

CALL MEETING TO ORDER

Fire Commission Chair Chief Keith McGee called the meeting to order.

The following members were present: Chair Chief Keith McGee (West Region), Lucius Jones (Town of Wendell Appointed), Chief Chris Perry (East Region Alternate), Chief David McNulty (North Region Primary), Chief Tony Mauldin (South Region), Lee Price (Firefighters Association President) Satish Garimella (Citizen/Consumer), Bob Stagg (Citizen Consumer), Billy Myrick (Citizen/Consumer) and Bob Overton (Citizen/Consumer).

The following County officials and staff were present: Fire Services Director Nick Campasano, Fire Services Deputy Director Darrell Alford, Deputy County Manager Johnna Rogers, Senior Budget and Management Analyst Michael James, Fire Services Logistics Manager Ben Griffin, Fire Services WC-1 David Stanley, David Zoltoski, and Fire Services Senior Accounting Technician Diana McBride.

Chairman Chief Keith McGee called the meeting to order at 7:00pm, provided the invocation and led the group with the pledge of allegiance.

ITEMS OF BUSINESS

ADOPTION OF MINUTES FOR JANUARY 17, 2019 REGULAR MEETING

A motion was made by Lucius Jones to adopt the January 17, 2019 regular meeting minutes and Chief David McNulty seconded the motion. The motion to adopt the January 17, 2019 regular meeting minutes was carried unanimously by the Fire Commission.

ADOPTION OF MINUTES FOR JANUARY 3, 2019 WORK SESSION MEETING

A motion was made by Bob Stagg to adopt the January 3, 2019 work session meeting minutes and

Chief Lee Price seconded the motion. The motion to adopt the January 3, 2019 work session meeting minutes was carried unanimously by the Fire Commission.

APPROVAL OF AGENDA

Wake County Fire Services Deputy Director Darrell Alford requested that the Commission use the amended agenda provided in the agenda packet. Mr. Bob Overton made a motion to approve the amended agenda. His motion was seconded by Chief Lee Price and the motion was carried unanimously by the Fire Commission.

PUBLIC COMMENTS

None.

REGULAR AGENDA

PRESENTATION BY GREG GRAYSON WITH ENVIRONS SAFE

Mr. Greg Grayson with EnviroSafe reviewed the findings from the January 3 work session, discussed industry best practices, provided a concise summary and reviewed recommendations. EnviroSafe provided a written report providing feedback from the Survey Monkey, a summary of comments received during the session and general recommendations to consider along with appendixes (handout).

APPOINTMENT OF CHAIR TO VOLUNTEER AND RECRUITMENT COMMITTEE

Wake County Fire Services Deputy Director Darrell Alford shared that Glenn Clapp is currently serving as a Volunteer Firefighter at the Fairview Fire Department and requested Chairman McGee to reappoint Glenn Clapp as the Chair of the Volunteer and Recruitment Committee. Chairman McGee appoints Mr. Clapp as Chair to the Volunteer and Recruitment Committee and thanked him for accepting the position.

FAIRVIEW REQUEST FOR REIMBURSEMENT ON FIRE PUMP REPAIR

Deputy Director Alford requested reimbursement to the Fairview Fire Department for the emergency repair of the fire sprinkler pump at Station 1 in the amount of \$1,960. A motion was made by Lucius Jones to approve funding to cover the fire sprinkler pump repair at Station 1. The motion was seconded by Bob Stagg and was carried unanimously by the Commission.

WESTERN WAKE REQUEST FOR REIMBURSEMENT FOR SHOWER TILE REPAIR

Deputy Director Alford requested reimbursement in the amount of \$6,596 to the Western Wake

Fire Department for the repair of numerous cracks in the ceramic tiles of the shower area. This was first identified in the Facility Condition Assessment Study that was performed by Dewberry. Chief Tony Mauldin made a motion to reimburse Western Wake for the shower tiles repair. The motion was seconded by Vice Chairman Price.

HOPKINS FIRE DEPARTMENT REQUEST TO REORGANIZE RANK STRUCTURE WITH PAY ADJUSTMENTS

The Hopkins Fire Department is requesting to reorganize their rank structure with pay adjustments within their current budget. The reorganization will allow the Department to have one Captain, one driver/operator and one Fire fighter, 24 hours a day per shift. This also aligns with the other Departments structure and the County's guidelines. A motion to accept the reorganization of the Hopkins Fire Department was made by Lucius Jones and seconded by Vice Chairman Price.

WAKE NEW HOPE FIRE DEPARTMENT RESCUE DISPOSAL AND ADMINISTRATIVE VEHICLE REQUEST

Chief Price with the Wake New Hope Fire Department requested to replace Rescue 6 utilizing their fund balance and for this replacement vehicle be placed in the County's replacement plan schedule. Chief Price provided the usage history of Rescue 6 and also requested the Commission's support for Wake County to fund the \$7K allotment for striping and upfit of the vehicle. Chief David McNulty made a motion to accept Wake New Hope's request. The motion was seconded by Lucius Jones and carried unanimously by the Fire Commission.

REQUEST FOR FORMATION OF ADHOC COMMITTEE

Director Nick Campasano requested the Fire Commission to establish an Ad Hoc committee to support a solar power pilot project and to look at other cost savings efficiencies throughout the Departments. Originally Durham Highway took the solar project to the Facility Subcommittee in hopes of reducing electricity cost for the Durham Highway Fire Department. At the time, the Facility Subcommittee denied Chief McNulty's request. Since that time, Duke Energy has offered sizable rebates, leaving a balance of \$28K. Director Campasano praised Durham Highway Fire Department for their continued support to reduce cost to the Fire Tax District and proposed utilizing under budgeted funds from the facility repair line to cover the pilot project cost of \$28K. The solar project is slated to save the Fire Tax District \$135K over the life of the project. (Solar PV System Proposal handout) Mr. Bob Stagg made a motion in support of Director's Campasano request. The motion was seconded by Chief Tony Mauldin and was carried unanimously by the Commission.

INFORMATION AGENDA

FIRE TAX DISTRICT FINANCIAL REPORT

Wake County Senior Budget and Management Analyst, Michael James briefed the group on the Fire Tax District current deficit. The deficit is coming in at \$750K down from the initial \$1.2 million when the current budget was adopted. The additional savings generated from a combination of projected revenues coming in higher than anticipated and savings from under budgeted systemwide expenses. Michael will provide more details at the next Budget Committee meeting scheduled for Monday (3/25/19).

DRAFT

STANDING COMMITTEE UPDATES

Administrative Subcommittee:

The Administrative Subcommittee is making progress towards the long-range plan and is currently looking at risk assessments with an all hazards approach. They will meet every other week, one to dedicate time to the long-range plan and the other to address Fire Commission administrative business. The Administrative Subcommittee encouraged Fire Chiefs to attend and participate with the long-range planning meetings.

The Rules of Procedure discussion will be tabled to the next Fire Commission meeting.

Apparatus Subcommittee:

The Apparatus Subcommittee met Thursday, January 14, 2019. The Committee reports that all FY18 large apparatus has been delivered and is in service. The brush trucks for Wendell Fire Department and Fuquay-Varina Fire Departments have been ordered and on schedule to be delivered at the end of March.

The Committee has unanimously approved the recommended FY20 and FY21 apparatus replacement plan, in addition to approving the minimum engine requirements for County trucks for FY21 and FY21.

The Committee also approved the disposal of Wake New Hope's administrative vehicle.

Budget Subcommittee:

The staff's recommended budget will be presented at the January 25, 2019 Budget Subcommittee meeting.

Communications Subcommittee

No report.

Equipment Subcommittee:

The Equipment Subcommittee is currently looking at best practices to reduce the risk of cancer with firefighters. The Subcommittee prioritized and forwarded to the Budget Subcommittee for the 11 equipment request received for the FY20 equipment budget.

The Equipment Subcommittee was tasked with researching the replacement of 4-gas monitors. The Subcommittee findings were that a five-year replacement plan is feasible, one per station (roughly 40 units), at a cost of \$1K per unit. In the past, 4-gas monitors were purchased with Emergency Management grant funds. Chairman McGee recommended that the Equipment Subcommittee to develop a realistic replacement schedule, guidance on selecting a monitor and testing and maintenance recommendations from the manufacture.

Facilities Subcommittee:

Chairman McGee suggested establishing recommended guidance for handling a bedbug infestation in stations.

Training Subcommittee:

No report.

Volunteer Recruitment & Retention Subcommittee

The Volunteer Recruitment and Retention Subcommittee reports that February has been their most

successful month with 71 volunteer interest forms submitted through the Volunteer Workforce Solution grant. Departments were encouraged to continue to send monthly reports of volunteer tracking. The Safer grant application is being submitted to assist in sustaining volunteer recruitment and retention once the Volunteer Workforce Solution ends June of 2020. Bob Overton reminded the Commission of the importance of volunteers and to keep the topic in the forefront.

CHAIR REPORT

No Report.

FIRE SERVICES REPORT

The TriTech CAD deadline has been pushed to the second week in May to workout kinks in the system. MDTs are here and is being prepped for installation. Fire Departments have undergone MDT training.

The Fire Department's monthly appropriations will now be processed during the third week of the month.

FIRE TRAINING CENTER REPORT

Cary Fire will assume the Fire Training Center operations once their budget has been approved.

GOOD OF THE GROUP

Bob Stagg requested the Fire Commission members support the amendment of house bill 296 to include fire, emergency medical services and emergency management personnel by reaching out to State legislation.

ADJOURNMENT—

There will be a Special Called Fire Commission meeting April 25, 2019. Being no further business, the meeting was adjourned by Chief McGee at 8:48pm.

**WAKE COUNTY
FIRE COMMISSION
Thursday, April 25, 2019**

Draft Minutes

(Audio Replays of the meeting are available upon request)

A meeting of the Wake County Fire Commission was held on Thursday, April 25, 2019 at 7:00 PM, at the Wake County Emergency Services Education Center, Rogers Lane, Raleigh, North Carolina.

CALL MEETING TO ORDER

Fire Commission Chair Chief Keith McGee called the meeting to order.

The following members were present: Chair Chief Keith McGee (West Region), Vice Chair Lee Price (Firefighters Association President), Chief David McNulty (North Region Primary), Chief Tony Mauldin (South Region), Satish Garimella (Citizen/Consumer), Bob Stagg (Citizen Consumer), Billy Myrick (Citizen/Consumer), Chief Rodney Privette and Nancy Anderson (Citizen Alternate).

The following County officials and staff were present: Fire Services Director Nick Campasano, Fire Services Deputy Director Darrell Alford, Deputy County Manager Johnna Rogers, Senior Budget and Management Analyst Michael James, Fire Services Logistics Manager Ben Griffin, Fire Services WC-1 Lee Gupton, and Fire Services Senior Accounting Technician Diana McBride.

Chairman Chief Keith McGee called the meeting to order at 7:00pm, provided the invocation and led the group with the pledge of allegiance.

ITEMS OF BUSINESS

APPROVAL OF AGENDA

A motion to approve the April 25, 2019 agenda was made by Bob Stagg and seconded by Chief Rodney Privette. The motion to adopt the agenda was carried unanimously by the Fire Commission.

PUBLIC COMMENTS

None.

REGULAR AGENDA

STAFF BUDGET PRESENTATION

Wake County Fire Services Deputy Director Darrell Alford, Director Nick Campasano and Senior Budget and Management Analysis Michael James presented the recommended fiscal year 2020 Fire Tax District budget. Historical trends, fiscal year 2019 projections, revenue outlook, existing deficit, departmental fund balances and long-range planning were all factors in developing the Fire Tax District fiscal year 2020 recommended budget. Director Campasano shared that the County Managers Office requested the Fire Tax District to look at ways to reduce the deficit. In an effort to reduce the deficit, Director Campasano requested deferring small capital funding in next year's budget. The deferment of the small capital funding would save the District 150K. The Commission discussed and shared concerns of the deferment of small capital funding with the consensus that the deferment is only for fiscal year 2020. Fire Commission Vice Chair made a motion to defer the small capital allocation for fiscal year 2020. The motion was seconded by Bob Stagg and was carried unanimously by the Fire Commission. Mr. Billy Myrick made a motion to accept the recommended Fire Tax District fiscal year 2020 budget as presented. The motion was seconded by Chief Rodney Privette and was carried by the Commission.

ADJOURNMENT—

Being no further business, the meeting was adjourned by Chief McGee at 8:10pm.

Item Title: Recommendation from Administrative Committee for wording change in the Rules of Procedure

Specific Action Requested:

The Fire Commission recommend the proposed changes in the Rule of Procedures as recommended by the Administrative Committee

Item Summary:

The Administrative Committee has recommended modifications to the Rules of Procedure in regard to Standing Committee Appointments, Procedures and Membership

Attachments:

1. Updated Rules of Procedure
2. Rules of Procedure with changes indicated

VIII. Committees

A. **Establishment and Appointment** - The Fire Commission may establish and appoint members for such standing and ad hoc committees as are required to help carry on the Fire Commission's work. The Fire Commission's standing committees are:

- Administrative
- Apparatus
- Budget
- Communications
- Equipment
- Facility
- Training
- Volunteer Recruitment and Retention

If the Fire Commission proposes to refer an issue to a committee for further review but the issue is not within the purview of one of the standing committees, the Fire Commission may refer it to an ad hoc committee appointed for a particular purpose. If the Fire Commission makes such a referral, the Chair will appoint members of the ad hoc committee.

B. **Minimum Standing Committee Membership** -

A citizen representative must be a resident of Wake County and may not be a career or part-time employee, volunteer, or Board Member (Governing Body) of any fire agency under the purview of the Wake County Fire Commission. Voting membership of each standing committee must consist of at least one member from each region. Not more than two (2) departments from a single region can be represented by voting members on a committee. Each fire department can be represented by no more than one (1) voting member on each committee.

The chair of a standing committee shall serve for a term of one year. He/she may be reappointed at the discretion of the Chairman of the Fire Commission.

C. **Standing Committee Appointments** – The Fire Commission Chair shall make appointments for voting members to Standing Committees. Each committee is composed of one member and one alternate member from each of the Wake County Fire Service Regions. A Standing Committee Chairperson will be appointed by the Fire Commission Chair to manage activities of the Standing Committee. The appointed Standing Committee Chairperson may be a fire service representative from any region or an appointed citizen member.. Each fire department can be represented by no more than one (1) voting member on each Standing Committee. Citizens may be representatives on established Standing Committees. The Fire Commission Chair may appoint up to four (4) citizens members and four (4) citizen alternates to Standing Committees.

Due to its larger scope and responsibilities, the Administrative subcommittee shall consist of 2 primary and 2 secondary members from each fire region, in addition to citizen

representatives. Each region will receive one vote on each issue before the committee. It is the responsibility of each region to determine the nature of the vote cast and who will cast the vote.

D. **Standing Committee Procedures** – The Chair of the Standing Committee will supervise the meetings and all minutes and agendas. Each member of the Standing Committee or subcommittee of the Fire Commission shall be entitled to one vote, with the exception of the committee chairperson. He/she shall only vote when a tie vote needs to be broken.

Agendas are to be sent to all Fire Chiefs whose departments fall under the fire tax districts, Fire Commission members, and each voting member of the committee at least two (2) days prior to a meeting. Final meeting minutes are to be distributed to the same persons listed above within one (1) week of a committee meeting. A Standing Committee quorum will consist of a simple majority of the members (including the Chairperson).

E. **Ad-Hoc Committees** – As addressed in VIII (A) - above, the Chair has the power to appoint special committees to address issues of interest to the Fire Commission that do not fall under the prevue of a standing committee. The chairman of the committee can vote on any measure brought before or addressed by this committee and is responsible for presenting the findings to the Fire Commission on or before the date requested.

IX. Amendment of Rules

These rules may be amended at any regular Fire Commission meeting or at any properly called special meeting that includes amendment of the rules as one of the stated purposes of the meeting, unless a statute or a rule of the body that created the Fire Commission provides otherwise. Adoption of an amendment shall require an affirmative vote equal to a quorum.

VIII. Committees

A. **Establishment and Appointment** - The Fire Commission may establish and appoint members for such standing and ad hoc committees as are required to help carry on the Fire Commission's work. The Fire Commission's standing committees are:

Administrative ~~Committee~~
Apparatus ~~Committee~~
Budget ~~Committee~~
Communications ~~Committee~~
Equipment ~~Committee~~
Facility ~~Committee~~
Training ~~Committee~~
Volunteer Recruitment and Retention ~~Committee~~

Commented [Un1]: Committee Already referenced in the last sentence of the paragraph

If the Fire Commission proposes to refer an issue to a committee for further review but the issue is not within the purview of one of the standing committees, the Fire Commission may refer it to an ad hoc committee appointed for a particular purpose. If the Fire Commission makes such a referral, the Chair will appoint members of the ad hoc committee.

B. **Minimum Standing Committee Membership** -

~~Voting members of a standing committee must be a resident of Wake County.~~ A citizen representative must be a resident of Wake County and may not be a career or part-time employee, volunteer, or Board Member (Governing Body) of any fire agency under the purview of the Wake County Fire Commission. Voting membership of each standing committee must consist of at least one member from each region. Not more than two (2) departments from a single region can be represented by voting members on a committee. Each fire department can be represented by no more than one (1) voting member on each committee.

Commented [Un2]: Unlike commission members, there is/are no direct restriction of who can and cannot be a member of a sub-committee. Appointment/vetting left to county staff and/or chairman.

Commented [Un3]: Gets back to Chief McGee's issue recently. This limits the potential for "unfair" representation by an agency.

The chair of a standing committee shall serve for a term of one year. He/she may be ~~reappointed~~ at the discretion of the Chairman of the Fire Commission.

Commented [Un4]: Address chairman length of service.

C. **Standing Committee Appointments** - The Fire Commission Chair shall make appointments for voting members to Standing Committees. Each committee is composed of one member and one alternate member from each of the Wake County Fire Service Regions. A Standing Committee Chairperson will be appointed by the Fire Commission Chair to manage activities of the Standing Committee. The appointed Standing Committee Chairperson may be a fire service representative from any region ~~or an appointed citizen member.~~ Each fire department can be represented by no more than one (1) voting member on each Standing Committee. Citizens may be representatives on established Standing Committees. The Fire Commission Chair may appoint up to four (4) citizens members and four (4) citizen alternates to Standing Committees.

Commented [Un5]: Why limit chair to fire service representative?

Due to its larger scope and responsibilities, the Administrative subcommittee shall consist of ~~2~~ primary and ~~2~~ secondary members from each fire region, in addition to citizen

Commented [Un6]: Clarification.

representatives. Each region will receive one vote on each issue before the committee. It is the responsibility of each region to determine the nature of the vote cast and who will cast the vote. ~~However members of same department are cannot be primary members of this committee; one must serve as an alternate. In addition, alternates may only vote in the event the primary they are assigned to are not present. At no time may members of the same department be voting members of this committee.~~

D. **Standing Committee Procedures** – The Chair of the Standing Committee will supervise the meetings and all minutes and agendas. ~~Each member of the Standing Committee or subcommittee of the Fire Commission shall be entitled to one vote, with the exception of the committee chairperson. He/she shall only vote when a tie vote needs to be broken.~~

Agendas are to be sent to all Fire Chiefs whose departments fall under the fire tax districts, Fire Commission members, and each voting member of the committee at least two (2) days prior to a meeting. Final meeting minutes are to be distributed to the same persons listed above within one (1) week of a committee meeting. A Standing Committee quorum will consist of a simple majority of the members (including the Chairperson).

E. **Ad-Hoc Committees** – As addressed in VIII (A) - above, the Chair has the power to appoint special committees to address issues of interest to the Fire Commission that do not fall under the prevue of a standing committee. The chairman of the committee can vote on any measure brought before or addressed by this committee and is responsible for presenting the findings to the Fire Commission on or before the date requested.

IX. Amendment of Rules

These rules may be amended at any regular Fire Commission meeting or at any properly called special meeting that includes amendment of the rules as one of the stated purposes of the meeting, unless a statute or a rule of the body that created the Fire Commission provides otherwise. Adoption of an amendment shall require an affirmative vote equal to a quorum.

Item Title: Sub-Committee Appointments

Specific Action Requested:

The Fire Commission Chair appoints the listed below individuals to the sub-committees as requested by the Regions.

Item Summary:

The Southern Region Chiefs have recommended the following individuals for the listed Committees.

Scott Daniels replace Glenn Clapp as the alternate on the Equipment Committee

Attachments:

1. Southern Region Request

Diana McBride

From: Tony Mauldin <amauldin@fuquay-varina.org>
Sent: Monday, July 29, 2019 11:30 AM
To: Darrell Alford
Subject: Southern region equipment committee

CAUTION: This email originated from outside of the Wake County network. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Darrell,

The southern region would like to make the following changes to the Equipment Committee. We would like to remove

Alternate Glenn Clapp and add Scott Daniel as the Alternate.. I have spoke to all southern region departments and all have agreed.

Please let me know if you have any questions or need any further information.

Thanks,

Tony



Tony Mauldin | Fire Chief
Town of Fuquay-Varina
301 S. Fuquay Avenue
Fuquay-Varina, NC 27526
amauldin@fuquay-varina.org
919-753-1002
www.fuquay-varina.org

Item Title: Recommendation for reclassification of Eastern Wake Administrative Assistant

Specific Action Requested:

The Fire Commission recommends the reclassification of Eastern Wake Fire Department's Administrative Assistant from an Administrative Assistant I to an Administrative Assistant II

Item Summary:

Eastern Wake Fire Board of Directors have provided a written request with justification to reclassify the current Administrative Assistant I position, to an Administrative Assistant II position.

Attachments:

1. Written request and justification from Eastern Wake Board of Directors

September 4, 2019

To Whom it may concern,

The Eastern Wake Fire & Rescue Board of Directors would like to present our business case for the reclassification of the department secretary, Ms. Brenda Lynch, from Admin I to Admin II; Ms. Lynch has worked for EWFR since June of 2013. She is currently classified as Admin. Asst. 1 (FS10). We would like to reclassify her to Admin. Asst. 2 (FS11).

Admin. Asst. 1 (FS 10) FLSA Status: Non-Exempt

#	Code	Essential Functions
1	S	Assists the Fire Chief by completing routine administrative tasks such as daily, answering phones, and ordering supplies, entering fire reports into the computer.
2	S	Perform accounting functions by maintaining payroll information such as hours worked, vacation, and sick time accruals; prepares payroll checks, completing accounts payable, and assists in the budget process.
3	S	Provides personnel support by setting up and maintaining employee records such as health, life, and pension; and assisting with new hire information and orientation.

Admin. Asst. 2 (FS 11) FLSA Status: Non-Exempt

#	Code	Essential Functions
1	S	Performs accounting functions by overseeing audits; completing payroll and account payable; managing petty cash; overseeing deposits and accounts receivable; and completing bookkeeping tasks.
2	S	Provides office management by overseeing maintenance contracts; ensuring proper maintenance of office equipment; purchasing supplies and equipment; completing schedules; and mailing and shipping correspondences.
3	S	Completes the budget by preparing and managing budget in conjunction with the Treasurer and Budget Holders; preparing and submitting yearly request to the County; and reporting the budget to the necessary authorities.
4	S	Provides administrative support by scheduling paid and volunteer firefighters; completing correspondences; answering telephones; and completing word processing.
5	S	Oversees paging system by purchasing new equipment; ensuring maintenance of current equipment; maintaining software and database; and scheduling daily and monthly pagers.
6	S	Maintains information, records management, and reporting by completing training records; providing member information; filing paperwork; retaining all paperwork that is required by law; and completing the map book.

In her role, she has been performing essential functions listed under the Admin. Asst. 2 job description. At EWFR we have a CPA that does the payroll and accounts payable, however, Ms. Lynch gathers all of the pertinent information and takes that to the CPA to write the checks. She codes receipts to specific line items in the budget, she does the deposits, manages incoming bills, documents employee's time (sick/vacation/overtime) along with record maintenance. She arranges maintenance for not only office equipment, but also as needed for the department. She gathers all required information for our yearly audit and corresponds and schedules appointments with the Auditors. She creates and maintains the employee schedule and finds people to work on days where help is needed. She is in constant contact with the CPA regarding the budget and communicates with the Board of Directors regarding areas of concern and has pointed out areas that need to be adjusted in comparison with previous budget years. She will be working with our new Chief on the upcoming budget. She is responsible for record maintenance and filing, answering phones, entering reports, retaining information, correspondence with the County Fire Service regarding Board of Director meetings/minutes and other items as necessary.

Ms. Lynch is a hardworking, loyal, trustworthy and organized employee that is a great asset to Eastern Wake Fire and Rescue and she has stepped up in the absence of a Fire Rescue Chief without being asked, to fulfill duties that have been the primary function of the Chief. We feel that she performs the duties required for the Admin. Asst. 2. With that being said, we would like to request review for her reclassification to this status. We have monies available in our current budget for the salary increase due to not having paid a full-time Chief since the start of the new fiscal year.

Thank you for your review and consideration,

Lori Dickens
Vice President EWFR Board of Directors

Item Title: Review of Eastern Wake Fire Chief Interim Employment Agreement

Specific Action Requested:

No Action needed, Staffing and Compensation Guidelines state that any contract is to be reviewed by the Fire Commission

Item Summary:

Eastern Wake Fire Board of Directors has the need for an Interim Chief, as they have not made a decision related to potential consolidation. The Board, with the assistance of Wake County Fire Services and Wake County Attorney's Office has developed an agreement for this position. Former Knightdale Fire Chief Tim Guffey has agreed to and signed the agreement. Staffing and Compensation Guidelines state that any employment agreement be reviewed by the Fire Commission. A copy of the agreement has been provided for your review. No action needed.

Attachments:

1. Interim Fire Chief Agreement

Employment Agreement For Position of Interim Chief Of Eastern Wake Fire Dept.

THIS AGREEMENT made as of the 1st day of September 2019, between Eastern Wake Fire Department, a corporation incorporated under the laws of the State of North Carolina and having its principal place of business at 4828 Clifton Road, Knightdale, NC (the "Employer"); and Timothy W. Guffey, of 100 Maplewood Drive Knightdale, NC (the "Employee").

WHEREAS the Employer has a need to fill a full-time Executive Officer 3 (FS 9) (Fire Chief) position for a limited period of time within the Eastern Wake Fire Department, pending a permanent appointment to the position (herein "Interim Fire Chief" or "Position"); and

WHEREAS, the Employee possesses the skill, experience, and qualifications, as outlined in the current Wake County Fire Compensation Guidelines, to fill the position of Interim Fire Chief, and

WHEREAS, the Employer desires to obtain the benefit of the services of the Employee as Interim Fire Chief, and the Employee desires to render such services on the terms and conditions set forth.

IN CONSIDERATION of the promises and other good and valuable consideration (the sufficiency and receipt of which are hereby acknowledged) the parties agree as follows:

1. Employment

The Employee agrees that he will, at all times, faithfully, industriously, and to the best of his skill, ability, experience and talents, perform all of the duties required of his Position. In carrying out these duties and responsibilities, the Employee shall comply with all Employer policies, procedures, rules and regulations, both written and oral, as are announced by the Employer from time to time. It is also understood and agreed to by the Employee that his assignment, duties and responsibilities and reporting arrangements may be changed by the Employer in its sole discretion.

2. Position Title

Employee is effectively being hired for the position of Executive Officer 3 (Fire Chief)-Interim ("Interim Fire Chief") As Interim Fire Chief of the Eastern Wake Fire Department, the Employee is required to perform at a minimum the duties and responsibilities outlined in the Wake County Fire Compensation Guideline as related to the Position of Fire Chief in a professional manner, along with other duties as may arise from time to time and as may be assigned or deemed necessary by the Employee.

3. Compensation

As full compensation for all services provided, the employee shall be paid at a monthly salary of \$6700.00 in accordance with the Wake County Fire Compensation Guidelines. Such payments shall be subject to such normal statutory deductions by the Employer. All reasonable expenses arising out of employment shall be reimbursed assuming same have been authorized prior to being incurred and with the provision of appropriate receipts.

Benefits

The Employer shall provide the Employee with paid (Holidays) in accordance with the Wake County Fire Compensation Guidelines. Other PTO or benefits will be determined by the board of directors on a "per request" basis. The Employee acknowledges that they will not accrue any vested rights to compensation or benefits during their employment.

4. Employment Period

It is understood and agreed that the Employment Period shall be through December 1, 2019. After the expiration of the Employment Period, the Employer may, in its absolute discretion, extend this agreement on a month by month basis as required if the full time position has not been filled. The Employee acknowledges that he must compete for any full time Position on an equal basis with other applicants; and that he has not been promised anything of value for entering this Agreement other than as outlined herein.

5. Termination

- a. The Employee may at any time terminate this agreement and his employment by giving not less than two weeks written notice to the Employer.
- b. The Employer may terminate this Agreement and the Employee's employment at any time, without notice or payment in lieu of notice, for sufficient cause.
- c. The Employer may terminate the employment of the Employee at any time without the requirement to show sufficient cause pursuant to b. above, provided the Employer pays to the Employee an amount as required by any statute or regulation as may be in effect at the time of termination. This payment shall constitute the employee's entire entitlement arising from said termination.
- d. The employee agrees to return any property of Eastern Wake Fire Department in the event of termination within a reasonable amount of time as would be determined.

6. Laws

This agreement shall be governed by the laws of Wake County and the State of North Carolina as they so pertain to this agreement

7. Independent Legal Advice

The Employee acknowledges that the Employer has provided the Employee with a reasonable opportunity to obtain independent legal advice with respect to this agreement, and that either:

- a. The Employee has had such independent legal advice prior to executing this agreement, or;
- b. The Employee has willingly chosen not to obtain such advice and to execute this agreement without having obtained such advice.
- c.

8. Entire Agreement

This agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the employment of the Employee by the Employer and shall be amended or modified only by written instrument signed by both of the parties hereto.

9. Severability

The parties hereto agree that in the event any article or part thereof of this agreement is held to be unenforceable or invalid then said article or part shall be struck and all remaining provision shall remain in full force and effect.

10. Wake County Fire Compensation Administrative Guidelines.

This Employment Agreement must comply with the requirements of the Wake County Fire Compensation Guidelines, including being subject to review by the Wake County Fire Commission Staffing and Compensation Committee, Wake County Fire Commission, and Wake County Board of Commissioners.

IN WITNESS WHEREOF the Employer has caused this agreement to be executed by its duly authorized officers and the Employee has set his hand as of the date first above written.

EMPLOYEE:

Timothy W. Guffy
Print Employee Name

Tim W. Guffy
Employee Signature

Date: 08-30-2019

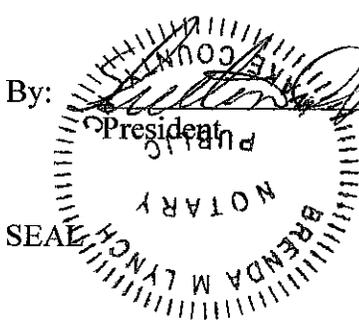
EMPLOYER:

Eastern Wake Fire-Rescue Department, Inc.

ATTESTED TO:

By: [Signature] Secretary

By: [Signature]
Notary Public Wake Co.
BRENDA M Lynch
Commission exp. 7/28/2021



Item Title: Review of Eastern Wake Fire Chief Interim Employment Agreement

Specific Action Requested:

No Action needed, Staffing and Compensation Guidelines state that any contract is to be reviewed by the Fire Commission

Item Summary:

Eastern Wake Fire Board of Directors has the need for an Interim Chief, as they have not made a decision related to potential consolidation. The Board, with the assistance of Wake County Fire Services and Wake County Attorney's Office has developed an agreement for this position. Former Knightdale Fire Chief Tim Guffey has agreed to and signed the agreement. Staffing and Compensation Guidelines state that any employment agreement be reviewed by the Fire Commission. A copy of the agreement has been provided for your review. No action needed.

Attachments:

1. Interim Fire Chief Agreement

Employment Agreement For Position of Interim Chief Of Eastern Wake Fire Dept.

THIS AGREEMENT made as of the 1st day of September 2019, between Eastern Wake Fire Department, a corporation incorporated under the laws of the State of North Carolina and having its principal place of business at 4828 Clifton Road, Knightdale, NC (the "Employer"); and Timothy W. Guffey, of 100 Maplewood Drive Knightdale, NC (the "Employee").

WHEREAS the Employer has a need to fill a full-time Executive Officer 3 (FS 9) (Fire Chief) position for a limited period of time within the Eastern Wake Fire Department, pending a permanent appointment to the position (herein "Interim Fire Chief" or "Position"); and

WHEREAS, the Employee possesses the skill, experience, and qualifications, as outlined in the current Wake County Fire Compensation Guidelines, to fill the position of Interim Fire Chief, and

WHEREAS, the Employer desires to obtain the benefit of the services of the Employee as Interim Fire Chief, and the Employee desires to render such services on the terms and conditions set forth.

IN CONSIDERATION of the promises and other good and valuable consideration (the sufficiency and receipt of which are hereby acknowledged) the parties agree as follows:

1. Employment

The Employee agrees that he will, at all times, faithfully, industriously, and to the best of his skill, ability, experience and talents, perform all of the duties required of his Position. In carrying out these duties and responsibilities, the Employee shall comply with all Employer policies, procedures, rules and regulations, both written and oral, as are announced by the Employer from time to time. It is also understood and agreed to by the Employee that his assignment, duties and responsibilities and reporting arrangements may be changed by the Employer in its sole discretion.

2. Position Title

Employee is effectively being hired for the position of Executive Officer 3 (Fire Chief)-Interim ("Interim Fire Chief") As Interim Fire Chief of the Eastern Wake Fire Department, the Employee is required to perform at a minimum the duties and responsibilities outlined in the Wake County Fire Compensation Guideline as related to the Position of Fire Chief in a professional manner, along with other duties as may arise from time to time and as may be assigned or deemed necessary by the Employee.

3. Compensation

As full compensation for all services provided, the employee shall be paid at a monthly salary of \$6700.00 in accordance with the Wake County Fire Compensation Guidelines. Such payments shall be subject to such normal statutory deductions by the Employer. All reasonable expenses arising out of employment shall be reimbursed assuming same have been authorized prior to being incurred and with the provision of appropriate receipts.

Benefits

The Employer shall provide the Employee with paid (Holidays) in accordance with the Wake County Fire Compensation Guidelines. Other PTO or benefits will be determined by the board of directors on a "per request" basis. The Employee acknowledges that they will not accrue any vested rights to compensation or benefits during their employment.

4. Employment Period

It is understood and agreed that the Employment Period shall be through December 1, 2019. After the expiration of the Employment Period, the Employer may, in its absolute discretion, extend this agreement on a month by month basis as required if the full time position has not been filled. The Employee acknowledges that he must compete for any full time Position on an equal basis with other applicants; and that he has not been promised anything of value for entering this Agreement other than as outlined herein.

5. Termination

- a. The Employee may at any time terminate this agreement and his employment by giving not less than two weeks written notice to the Employer.
- b. The Employer may terminate this Agreement and the Employee's employment at any time, without notice or payment in lieu of notice, for sufficient cause.
- c. The Employer may terminate the employment of the Employee at any time without the requirement to show sufficient cause pursuant to b. above, provided the Employer pays to the Employee an amount as required by any statute or regulation as may be in effect at the time of termination. This payment shall constitute the employee's entire entitlement arising from said termination.
- d. The employee agrees to return any property of Eastern Wake Fire Department in the event of termination within a reasonable amount of time as would be determined.

6. Laws

This agreement shall be governed by the laws of Wake County and the State of North Carolina as they so pertain to this agreement

7. Independent Legal Advice

The Employee acknowledges that the Employer has provided the Employee with a reasonable opportunity to obtain independent legal advice with respect to this agreement, and that either:

- a. The Employee has had such independent legal advice prior to executing this agreement, or;
- b. The Employee has willingly chosen not to obtain such advice and to execute this agreement without having obtained such advice.
- c.

8. Entire Agreement

This agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the employment of the Employee by the Employer and shall be amended or modified only by written instrument signed by both of the parties hereto.

9. Severability

The parties hereto agree that in the event any article or part thereof of this agreement is held to be unenforceable or invalid then said article or part shall be struck and all remaining provision shall remain in full force and effect.

10. Wake County Fire Compensation Administrative Guidelines.

This Employment Agreement must comply with the requirements of the Wake County Fire Compensation Guidelines, including being subject to review by the Wake County Fire Commission Staffing and Compensation Committee, Wake County Fire Commission, and Wake County Board of Commissioners.

IN WITNESS WHEREOF the Employer has caused this agreement to be executed by its duly authorized officers and the Employee has set his hand as of the date first above written.

EMPLOYEE:

Timothy W. Guffy
Print Employee Name

Tim W. Guffy
Employee Signature

Date: 08-30-2019

EMPLOYER:

Eastern Wake Fire-Rescue Department, Inc.

ATTESTED TO:

By: [Signature] Secretary

By: [Signature]
Notary Public Wake Co.
BRENDA M Lynch
Commission exp. 7/28/2021

