

WAKE COUNTY FIRE COMMISSION
Thursday, May 8, 2008
ADOPTED Minutes

(Audio Replays of the meeting are available upon request)

A meeting of the Wake County Fire Commission was held on Thursday, May 8, 2008, 7:00 PM, in the Wake County EMS Training Facility, Cary Drive, Raleigh, North Carolina.

CALL MEETING TO ORDER

Ms. Ann Suggs called the meeting to order.

The following members were present: Chief Tom Vaughan, Chief Tony Mauldin, Mr. Billy Myrick, Mr. Lucius Jones, Chief Mike Cooper, Mr. Michael Fletcher, Senator Vernon Malone, Mr. Bryan Lane, Chief Scott McCollum, Mr. Bill Gatewood.

Members absent were: Chief Cecil Parker, Chief Chris Wilson, Chief Mark Haraway, Chief Rodney Privette, and Commissioner Paul Coble.

County staff present were: County Manager David Cooke, Deputy County Manager Joe Durham, Public Safety Director John Rukavina, Fire/Rescue Services Director Ray Echevarria, Chief Deputy Fire Marshal Chris Perry, Budget Manager Ben Canada, and Budget and Management Analyst Jason Horton.

Commissioner Lindy Brown was also in attendance.

Mr. Myrick gave an invocation.

Ms. Suggs welcomed County Manager David Cooke, Deputy County Manager Joe Durham, and County Commissioner Lindy Brown.

Mr. Myrick made a motion, seconded by Mr. Jones to approve the agenda as presented.

MINUTES

The minutes of the March 20, 2008 regular meeting were presented. Mr. Jones made a motion, seconded by Mr. Myrick to approve the minutes as presented.

REGULAR AGENDA

LONG RANGE BUSINESS PLAN UPDATE

Fire/Rescue Director Raymond Echevarria informed that Fire Commission that the Long Range Business Plan will be presented to the Wake County Board of Commissioners at the Commissioners May 12, 2008, work session. The presentation provided to the Fire Commission is the same presentation to be delivered the Commissioners.

Chief Ron Roof and Chief Ed Brinson delivered the presentation outlining various business plan components:

- Long Range Plan background
- Firefighter safety
- Staffing recommendations
- Facility recommendations
- Long Range Plan prioritization

BUDGET COMMITTEE – FY09 FIRE TAX BUDGET RECOMMENDATION

Chief Sidney Perry, Budget Committee Chair, recognized members of the Budget Committee and County staff for efforts in drafting a recommended FY 09 fire tax budget. Chief Perry introduced Budget and Management Jason Horton to provide a presentation on the Budget Committee's recommended FY 09 fire tax budget.

Jason Horton presented the Budget Committee's FY09 budget recommendation. Mr. Horton's presentation included the assumptions used to develop the recommendation, an overview of the operating expenditures, and capital projects. The recommendations included two options – one option that included funding for all of the expansions included in the Long Range Plan and another option that maintained a revenue neutral fire tax rate.

After discussion, Chief Cooper made a motion, seconded by Mr. Lane, to recommend the option that recommended funding all expansions in the business plan. The motion carried 6-Yes, 5-No. Fire Commission Chair Ann Suggs voted in the majority to break a tie vote.

FIRE COMMISSION COMMITTEE STRUCTURE

Mr. Gatewood presented a recommendation from the Ad Hoc Committee on restructuring Fire Commission committees. The ad hoc committee recommended the following revisions in the Rules of Procedure:

- Each committee be comprised of one voting member and one alternate member from each of the four regions
- No person serve on more than two committees
- That agendas be distributed at least two days prior to the meetings and minutes be distributed within one week of the meeting

Fire Commission members raised two issues during discussion – Fire Commission member representation and citizen representation on the Committees.

After discussion, the recommendation was referred back to the ad hoc committee to address the issues raised by the Fire Commission.

APPARATUS COMMITTEE

Chief Woods presented the Apparatus Committee report. The Apparatus Committee recommends the Commission change the apparatus purchasing procedure to allow municipalities to receive fire tax money for service truck replacements purchased through each municipality's bid process. The Committee further recommends that service truck replacement costs be based on three sizes of service trucks:

- Small service truck (550 type chassis) - \$150,000.00 maximum replacement cost
- Medium service truck (commercial type chassis) - \$250,000.00 maximum replacement cost
- Large service truck (custom truck chassis) - \$320,000.00 maximum replacement cost

Chief Mauldin made a motion, seconded by Chief Vaughan to accept the recommendation. The motion passed unanimously.

A copy of the Apparatus Committee report is included as Attachment 1.

CONDITIONS FOR BAY LEAF STATION #1 RECONSTRUCTION

Fire/Rescue Services Director Raymond Echevarria reminded the Fire Commission that station reconstruction was put on hold pending resolution of ownership and completion of the Long Range Plan. Before the project can move forward, the Fire Commission will need to determine if the conditions have been satisfied.

FIRE PROTECTION AGREEMENT FOR CARY FIRE DEPARTMENT

Fire/Rescue Services Director Raymond Echevarria presented a recommended fire protection agreement for the Town of Cary to serve the Cary Suburban Fire Insurance District.

Chief Vaughan made a motion, seconded by Mr. Jones to support the agreement. The motion passed unanimously.

Director Echevarria also explained that work was initiated with the County's Public Affairs Department to develop a public information brochure to send to the property owners in the Western Wake #2 area. However, the work is taking longer than anticipated. Director Echevarria recommended that the Fire Commission adopt a motion to recommend the work get expedited to inform the property owners of upcoming changes with Western Wake Fire Station #2.

Mr. Jones made a motion, seconded by Mr. Myrick to accept the recommendation. The motion passed unanimously.

A copy of the agreement is included as Attachment 2.

INFORMATION AGENDA

FACILITY COMMITTEE

Chief Brinson provided an update on work of the facility committee. Chief Brinson updated the Fire Commission on the dormitory project, land acquisition for fire station sites in southeastern Wake County and in Wendell Falls area, and the fire station closure evaluation process.

A copy of the Facility Committee report is included as Attachment 3.

No action taken.

CHAIR REPORT

No report.

FIRE/RESCUE DIRECTOR REPORT

No report.

OTHER BUSINESS

None.

PUBLIC COMMENTS

Chief Brinson explained that the document distributed by County Staff regarding Administrative Staffing Salaries is inaccurate and misleading. Clarification was made that the amounts shown included benefits, as well as the salary amounts. The distributed documents were taken up until clarification could be made.

Chief David Cates provided comments regarding the closure of Western Wake station #2 and budgetary implications. Chief Cates explained that significant savings cannot be realized from station closures.

ADJOURNMENT

Being no further business, the meeting was adjourned.

Attachment 1

WAKE COUNTY FIRE COMMISSION APPARATUS COMMITTEE

TO: All Fire Commission Members

The apparatus committee would like for you to approve the following Procedure for apparatus purchasing of the Rescue Trucks. We will have three (3) Rescues for purchasing after July 1st FY 09, that are all for Municipalities, Zebulon (50%), Holly Springs (23.4%), and Garner (45.3%).

We are proposing that these be bought by each of the Municipalities through their Bid process. We will have a cost savings by their percentage we pay and by the type they buy. The Departments and Municipalities are asking to purchase different size Trucks (Small 550 type, Medium Commercial type like an International Chassis, and Large Custom similar to the type we bought this year. We would propose that we set the cap prices as follows:

Small 550 Type \$150,000.00

Medium Commercial Type \$250,000.00

Custom Truck \$320,000.00

We will have two (2) Rescues to purchase in 2011, both of these Departments are requesting the Small type Rescues.

In 2012 we will have only one and currently it is a large type rescue.

We will have none in 2013, 1 in 2014 & 2015, none in 2016, and 2 in 2017.

Due to the single quantity and variety of size/type Rescue Truck needed during the next several years, we feel it would be more cost effective for Departments to Bid their own Truck and the Committee set the cap for Purchase Price with the Fire Commission approval. However we still feel that we will get our Best Bang For The Buck to continue with the Committee writing the specifications and bidding the Pumper/Tankers and Tankers at this time due to the amount of Vehicles to be bought through the upcoming years.

Attachment 2

INTERLOCAL AGREEMENT

BETWEEN

WAKE COUNTY AND THE TOWN OF CARY

REGARDING

FIRE PROTECTION AND RELATED EMERGENCY SERVICES

This Agreement entered into this, the ___ day of _____, 2008, by and between the Town of Cary, hereinafter referred to as "TOWN" and Wake County, hereinafter referred to as "COUNTY," pursuant to the provisions of Article 20 of Chapter 160A of the North Carolina General Statutes.

WITNESSETH:

WHEREAS, North Carolina General Statutes 69-25.5 and 69-25.6 authorizes COUNTY and TOWN to enter into an agreement to provide fire protection and related services to a COUNTY fire protection district; and

WHEREAS, North Carolina General Statutes 58-83.1 authorizes TOWN to send firefighters and apparatus beyond the territorial limits of the Town; and

WHEREAS, COUNTY has identified a fire protection district, hereinafter referred to as "FIRE DISTRICT," and an adjacent service area, hereinafter referred to as "WESTERN WAKE STATION 2 RESPONSE AREA" that would substantially benefit as the result of such agreements; and

WHEREAS, TOWN has determined that it has sufficient fire protection resources to enter into an agreement with COUNTY to provide fire protection and related services in FIRE DISTRICT, and to enhance fire protection response in WESTERN WAKE STATION 2 RESPONSE AREA; and

WHEREAS, COUNTY and TOWN and Town desire to enter into this agreement for the TOWN to furnish fire protection for and within the areas described above.

NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth and other good and valuable considerations, COUNTY and TOWN agree as follows:

1. TOWN agrees to provide fire protection services equivalent to the fire protection services TOWN provides itself, except as otherwise defined herein, including (but not limited to) response to reports of fire, medical emergency and other emergency events to which TOWN's fire department customarily provides to itself but not including North Carolina State Fire Code enforcement activities outside TOWN's extraterritorial jurisdiction areas in FIRE DISTRICT, which is described in Exhibit 1, "Cary Suburban Fire Insurance District," which is attached hereto and incorporated herein).
2. COUNTY agrees to reimburse TOWN for these services to FIRE DISTRICT in the amount of forty-four thousand two hundred ninety-five dollars (\$44,295) for fiscal year 2009, payable quarterly in arrears, and further agrees to annually adjust that reimbursement rate for each succeeding fiscal year of this agreement by multiplying TOWN's cost per response to FIRE DISTRICT of two thousand nine hundred ninety-five dollars (\$2995) by the average number of responses in FIRE DISTRICT per year over the most recent three calendar years during the term of this agreement.
3. TOWN agrees to respond in a manner and with resources to fire and related emergencies in FIRE DISTRICT as TOWN responds within its corporate boundaries.
4. TOWN agrees to maintain its current one-fire-unit "quickest unit response" policy, described in Exhibit 2, "Cary Fire Department Quickest Unit Response," which is attached hereto and incorporated herein, and, further, to enhance its "quickest unit response" policy to reports of structure fires in WESTERN WAKE FIRE STATION 2 RESPONSE AREA, described in Exhibit 3, "Western Wake Fire Station 2 Response Area," which is attached hereto and incorporated herein, by dispatching a second unit (engine or ladder) with its customary complement of firefighters with the quickest unit.
5. COUNTY agrees to reimburse TOWN for the response of that second unit to WESTERN WAKE FIRE STATION 2 RESPONSE AREA in the amount of five thousand nine hundred eighty-eight (\$5988) for fiscal year 2009, payable quarterly in arrears, and further agrees to annually adjust that reimbursement rate for each succeeding fiscal year of this agreement by multiplying TOWN's cost per response to FIRE DISTRICT of nine hundred ninety-eight (\$998) by the average number of responses per year in WESTERN WAKE FIRE STATION 2 RESPONSE AREA over the most recent three calendar years during the term of this agreement.
6. TOWN agrees that the officer in charge of the responses to fires in the FIRE

DISTRICT will request a COUNTY fire investigator for any fire that is incendiary in nature, or the cause of which cannot reasonably be determined by the officer in charge.

7. TOWN agrees to maintain the fire protection resources required during the term of this agreement to meet the service level(s) described in this agreement in a manner consistent with TOWN's provision of fire protection services within its corporate boundaries, and to comply with all applicable local, state and federal regulations, including (but not limited to) state OSHA requirements and the requirements of Presidential Decision Directive Five that the National Incident Management System (NIMS) be used in management of TOWN's emergency response. TOWN further agrees to cooperate and participate in COUNTY's current mutual aid plan.
8. TOWN agrees to maintain insurance coverage as follows:

TOWN shall obtain, at his sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Wake County's Risk Manager.

Workers' Compensation Insurance, with limits for Coverage A Statutory-State of North Carolina and Coverage B Employers Liability \$500,000 each accident, disease policy limit and disease Each Employee.

General Liability - Combined single limits of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. This insurance shall include Comprehensive Broad Form Coverage including contractual liability.

Automobile Liability, with limits of no less than \$500,000 Combined Single Limit for bodily injury and property damage. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement and/or are brought on a Wake County site.

Excess Liability Insurance with limits of \$3,000,000 each occurrence.

All insurance companies must be licensed in North Carolina and be acceptable to the County's Risk Manager. Insurance Policies, except Workers' Compensation, shall be endorsed (1) to show Wake County as

additional insured, as their interests may appear and (2) to amend cancellation notice to 45 days, pursuant to North Carolina law. Certificates of insurance shall be signed by a licensed North Carolina agent.

Copies or originals of correspondence, certificates, endorsements or other items pertaining to insurance shall be sent to:

Wake County Risk Manager
Room 900 - WCOB
P. O. Box 550
Raleigh, NC 27602

If the Provider does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to Wake County may be considered. Limit requirements may be met by combined primary and excess umbrella policies.

9. TOWN agrees to indemnify and save harmless Wake County for any and all liability and expense including attorney's fees, court costs and other costs incurred by Wake County and arising from the services described in 1-7 of this agreement that are caused by the negligence or willful misconduct of the, TOWN, Fire Department, its agents and employees, up to the limits of the insurance coverage described in 8 above. Wake County agrees to indemnify and save harmless TOWN for any and all liability and expense including attorney's fees, court costs and other costs incurred by the TOWN and arising from services described in 1-7 of this agreement that are caused by the negligence or willful misconduct of Wake County, its agents and employees, up to the limits of the insurance coverage described in 8 above. It is the intent of this section to require the parties to provide indemnification to the extent permitted under North Carolina law.

Nothing in this section is intended to nor will have the effect of abrogating any governmental immunity or other defense otherwise available at law.

10. COUNTY and TOWN agree that this agreement is not intended to serve for the benefit of any third party, that the rights and obligation contained herein belong exclusively to the entities, which are parties hereto as a benefit to that third party, and that this agreement may not be transferred or assigned by TOWN without written consent of COUNTY.
11. COUNTY and TOWN agree that specific amendments to this agreement may be necessary on an individual basis, and, further, that this agreement may be amended in writing with the consent of the parties thereto.
12. COUNTY and TOWN agree that this agreement shall be for a term of

three years, commencing July 1, 2008, and, at the end of the three year term, shall automatically renew for successive three-year terms unless either party provides at least 90 days notice to the other of its intention not to renew agreement. The parties agree further that this agreement 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.

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 Town has caused this instrument to be signed in its name by its Mayor, attested by its Clerk to the Town Board.

TOWN OF CARY

By: _____
Harold Weinbrecht
Mayor

ATTEST:

Sue Rowland, Clerk
Town of Cary, North Carolina

COUNTY OF WAKE

By: _____
Joe Bryan
Chairman, Board of Commissioners

ATTEST:

Susan Banks, Clerk
County of Wake, North Carolina

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Melinda Canady, Finance Officer

Attachment 3

WAKE COUNTY FIRE COMMISSION FACILITY COMMITTEE

MEMO TO: Fire Commission Members
FROM: Ed Brinson, Chairman
DATE: April 8, 2008
SUBJECT: Facility Committee Report

Fire Station Dormitory Project

Per Patrick McHugh (Wake County Facilities and Design and Construction)

The architect is beginning to visit stations to verify as-built floor plan layouts and ceiling/above ceiling information needed to complete the design. The engineer and site designers will capture as-built information as appropriate to the scope of work.

The design team continues trying to determine which municipalities will allow water connections to serve the fire sprinkler system. The recent lift of water restrictions by the City of Raleigh is helping by allowing new flow tests to be completed.

Status Of The Land Search For The Southeastern Wake County Fire Station

Per Mark Forestieri (Wake County Facilities and Design and Construction)

CLH Landscape Design Architects is laying out some site concept sketches for the Space Way Court site, on the north side of the cul-de-sac.

We are awaiting information on the acreage. At the same time, Stewart-Cooper-Newell Architects is updating the Fire/EMS dual substation prototype for this station, which we have not yet built. We have requested an appraisal on the land, and believe that will be received in early June. In addition, we will need to obtain a soil subsurface report as part of our due diligence process. We are striving to bring a recommendation to the Fire Commission in July.

Status Of The Wendell Falls Fire Station.

Per Mark Forestieri (Wake County Facilities and Design and Construction)

CLH has also been hired for this investigation. However, this site is a much larger master planning effort and involves not only the Fire/EMS/Police Station but also a Solid Waste Super Convenience Center and a Wake County Middle School.

We have just received some initial information that indicates that there is not enough space for the Fire/EMS/Police Station on the Martin Pond Road site due to the presence of large stream buffers on the north and east sides. However, the designer believes we can locate both this station and the convenience center with access on the realigned Richardson Road. We are in the midst of this investigation and have not been able to draw any further conclusions yet.

Because this is a larger process, it will involve getting consensus from Town of Wendell planning. Because a school site acquisition is subject to Board of Education and Board of Commissioners approval, final approval on this Master Plan and site may not be presented to the Fire Commission until September, but we should be able to present a preliminary draft report/plan.

Fire Station Closure Evaluation.

As requested by the Fire Commission, the Facility Committee has completed their obligation for ranking the list of fire stations to be evaluated for closure. No further direction by the Facility Committee will be taken.

Fire Station Repair And Renovation Budget Review.

The repair and renovation plan, as adopted by the Fire Commission, was deferred to the Budget Committee for consideration. No further action will be taken by the Facility Committee until funding is provided for the pan.