

**Resolution of the Board of Commissioners  
of the Town of Rolesville Relating to the Proposed Unification  
of the Rolesville Rural Fire Department 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 year 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, 2024; 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 Town Board has reviewed and considered the joint proceedings over the past year 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 Town agrees 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, 2024 (“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 Government Employees Retirement System (NCLGERS) pursuant to policies of the Town; and

WHEREAS, the Town acknowledges the Department plans 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; and

WHEREAS, the Town desires 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.

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

1. Authorization to Proceed. The Town Board hereby authorizes staff, and the Town Attorney, 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, 2024, at which time the Town will no longer contract with the Department for services.
3. Town Hiring of Full-Time Fire Chief. The Town plans to hire a full-time Fire Chief effective January 1, 2024, to be heavily involved in the final transition of the fire department for July 1, 2024. The Town will lead the hiring process and the Department will be included in the hiring and recruitment process, which will take approximately 4-6 months and be part of the FY 23-24 budget process.
4. Definitive Agreement. The Town's willingness to accept the offer of unification is conditional upon the execution of a mutually acceptable agreement ("Definitive Agreement") that sets out the rights and duties of the Town and Department including without limitation the transfer of all Department assets (except the Department's 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 the Town. Department will need to have an access agreement to the Burlington Mills Road property to build a storage facility for Unit 1 Fire Truck and accumulated assets. 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 EMS building, the current residence of the Rolesville Chamber of Commerce and a storage building. In addition, the Department proposes to transfer ownership of the Burlington Mills Road property (PIN # 107673), Fowler Road property (PIN # 23161) and the Old Pearce Road property (PIN # 0439718). The department will retain and sell for the Foundation the 1999 Freightliner Pumper/Tanker and the 1999 Freightliner Rescue Truck to benefit the Foundation.

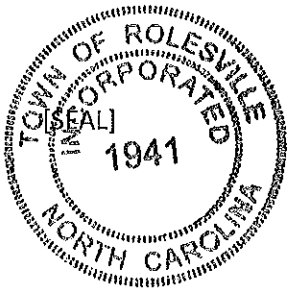
5. Employee Transfer. All full-time paid firefighters of the Department as of the effective date of unification (“Department Employees”) shall be offered employment with the Town and shall have the opportunity to participate in the NC LGERS. All Department Employees who accept employment with the Town 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. The Town will recognize the seniority based on years of service with Department of the thirteen full-time firefighters once the unification is complete. 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 complete will continue to receive their standard stipend.
6. Reserves Dedicated to Fire Services. The Department agrees to clearly identify all reserve funding as evidenced by financial statements as of June 30, 2023, and bank statements from the same date. The Town agrees that at the time of unification, this reserve funding will be immediately transferred to the Town, and this identified funding will only be used to support/provide fire and rescue services capital needs and will not be used for any other Town purposes. The Town acknowledges that the Department reserves the right to pay off debt for the current ladder truck and Old Pearce Road property debt, with notification to the Town.
7. Interim Period Budgeting. For both the FY 22-23 budget and the FY 23-24 budgets, the Town will 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) ladder truck (2000 Ferrara), (2) Old Pearce Road land (Wake County ID #0439718), and (3) 2022 Pierce Rescue. During the interim period, the Department agrees to operate within the annual adopted budget.
8. Operating Responsibility. During the period from the date of this Resolution through the Effective Date (“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, the Department shall not make any material changes to its operations or standards and shall not make any capital acquisition, incur any new debt, refinance any existing debt, encumber, or dispose of any property, give easement to any property, or enter into any agreements, except those that may be cancelled on not more than thirty (30) days’ notice, make any changes to employee compensation or benefits, or any other material changes except through the annual budget process.

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.

9. Access. The Town will have access to the Department's financial records and with the Fire Chief's approval, will have access to the Department Employees related to transition to the Town to have communication, answer questions, prepare for the transition date, etc.
  
10. Architectural Evaluation. The Town will fund and conduct an architectural evaluation/review of Rolesville Station 1 in 2022. The Department agrees to provide full facility access to the architect team and the Town agrees to assist and cooperate with the architect team in every way possible.

Adopted this the 4<sup>th</sup> day of October 2022.



Ronnie I. Currin  
Mayor

Robin E. Peyton  
Town Clerk