

Piney Green Volunteer Fire Department, Inc.



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pineygreenfire.com*



MINUTES OF PGVFD SPECIAL MEMBERSHIP MEETING HELD ON 25 JULY 2011

Meeting called to order @ 1927 by Vice President Mark Butler

The minutes of the meeting were recorded by Leslie Hoggard due to the absence of the Secretary.

Administrative Officers Present – 2 (Mark Butler and Leslie Hoggard)

Voting members Present – 12 (See meeting attendance roster for list of names)

Subject of Meeting: Review Of and Vote On Onslow County Contract

Chair recognized Pete Triolo

- Pete Triolo provided a background history of the proposed staffing of Onslow County paid personnel in Fire and Rescue Departments
- Membership was questioned if everyone had had the opportunity to review the proposed contract that was electronically submitted to each member. No members voiced that they had not received or reviewed the proposed contract
- Pete Triolo read aloud the proposed Onslow County contract to the membership and provided follow-on discussion for any portions of the contract that were in question.

Motion was made from the floor accept the proposed Onslow County contract and was seconded by Roy Hall.

Motion was opened for discussion.

Motion was called for vote.

- Motion passed by unanimous vote

Motion was made from the floor to adjourn the meeting and was seconded. Meeting was closed at 2030.


Leslie Hoggard

State of North Carolina
County of Onslow

CONTRACT

THIS CONTRACT is made and entered into this ____ day of _____, 2011, by and between PINEY GREEN VFD INC, a North Carolina non-profit corporation (hereinafter "Agency"), and the County of Onslow, a political subdivision of the State of North Carolina (hereinafter "County");

WITNESSETH

WHEREAS, the County desires to standardize its contractual arrangements with all rural volunteer fire departments and all rural volunteer rescue squads in Onslow County (hereinafter collectively referred to as "Agency");

WHEREAS, both the Agency and the County desire to enter into a continuing contract to provide services in the approved District(s) and to have such contract supersede and take the place of any contracts previously executed;

WHEREAS, pursuant to authority granted by N.C. Gen. Stat. §§ 153A-11, 153A-149(c)(11) and 153A-233, the County may provide for rural fire protection services; and

WHEREAS, pursuant to authority granted by N.C. Gen. Stat. §§ 153A-11 and 153A-149(c)(5), the County may provide for rescue squad services;

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties hereto agree as follows:

ARTICLE I

PAYMENT TO AGENCY

So long as this Contract remains in effect, the County agrees to make funds available to the Agency in an amount as determined by the annual County Budget Ordinance. Any additional funds made available to the Agency by the County shall be determined in accordance with Article II and Article III, Section C. of this Contract. All County funds are subject to the requirements of Article II of this Contract.

ARTICLE II

ANNUAL BUDGET AND FINANCIAL RECORD KEEPING

A. Annual Budget.

1. The Agency shall submit an annual line-item budget request for the upcoming County fiscal year to the County through its duly appointed Fire/Rescue Commission by March 1st of each year.

2. The Fire/Rescue Commission will review all funding requests for individual agencies to identify appropriate levels per agency and forward its recommendation(s) to the County.
3. County-approved funding will be dispersed to the Agency in four equal quarterly payments during the County's fiscal year.
4. The Agency shall use the funds subject to this Contract in accordance with the formally approved budget of the Agency.
5. All County funds unencumbered at the end of the budget year shall automatically become a part of the next year's budget submission process and shall not be considered a reserve fund.
6. This Contract is subject to the appropriation of funds for this particular purpose.

B. Financial Recordkeeping.

1. The Agency shall use sound financial accounting principles along with bonding at least the Chief, President, and Secretary of the Agency.
2. Upon request, the County may inspect the financial books and records of the Agency at reasonable times during regular business hours of the County.
3. A corrective action plan must be provided for any deficiencies noted.

C. Annual Audit.

1. In the interest of financial accountability, the Agency shall receive an initial increase in annual appropriation beginning in FY 2011-2012 for the completion of a full financial audit.
2. The audit shall be completed by an independent certified public accountant (CPA) and submitted to the County Finance Office within six (6) months of the conclusion of the Agency's fiscal year.
3. A corrective action plan must be provided for any deficiencies noted if the Agency does not receive an unqualified opinion from the auditor.
4. If the Agency does not provide a full annual audit to the County Finance Office within six (6) months of the conclusion of the Agency's fiscal year, the Agency shall be subject to withholding of future contributions until the audit is received.

- D. Notwithstanding the foregoing, the County retains the right to withhold or de-obligate Agency funding should the annual audit or other Agency data show misappropriation of County funds and should the Agency fail to satisfy the requirements of the corrective action plans in Article II, Sections B.3. or C.3. above.**

ARTICLE III
PROVISION OF EMERGENCY RESPONDER SERVICES

A. General Provisions.

1. The Agency shall conduct training for all Agency personnel consistent with State and local standards leading toward appropriate levels of certification and protection. A minimum of 48 hours of continuing education and training shall be offered or coordinated annually by the Agency.
2. The County may provide crash-rescue vehicles for use by the Agency. In the event the Agency is unable to provide staff to operate the crash-rescue vehicles during established hours of heaviest call volume, Agency may lose the use of such county vehicles at the sole discretion of the County, upon the recommendation of the Fire/Rescue Commission. The vehicles may be re-assigned to agencies which are able to staff the vehicles and which are located in close geographical proximity to areas of greatest need. Agency equipment assigned to the county-owned crash-rescue vehicle shall remain with the Agency. In order to meet the staffing requirement, Agency may coordinate staffing with other agencies or Agency may provide its own paid personnel.
3. The Agency understands and agrees that agencies who cease providing a crash/rescue function but who provide a medical transport function shall be eligible for funding at a rate which is lower than agencies that provide both crash/rescue and medical transport or both fire protection and crash/rescue. The resources removed from agencies which cease providing crash/rescue shall be re-appropriated to agencies that provide the crash/rescue service.
4. The Agency understands and agrees that the County reserves all rights to discontinue franchises, if applicable, in accordance with its franchise ordinances with emergency agencies.

B. New Service Standards.

1. Agency agrees to accept cross-over help from any agency at the scene of an incident.
2. Effective January 1, 2011 Onslow County Emergency Services/Homeland Security, E911 Division shall page out two (2) fire departments and two (2) rescue squads for every reported entrapment in the district(s) as a standard.
3. County shall upgrade its E911 hardware and software to allow monthly reporting of call data to all emergency agencies which receive funding from Onslow County. Such upgrades shall be complete prior to December 31, 2011. Beginning January 1, 2012, the County shall provide monthly call data on each Agency to all agencies.
4. Effective January 1, 2012, in the event Agency fails to respond with a fire apparatus or crash-rescue vehicle to less than 90% of calls as recorded by the Onslow County E911 Center for a period of ninety (90) or more days, Agency shall be subject to termination of funding by County. If this occurs, the Agency's response area(s) and former funding shall be modified to provide services through different service provider(s). Call data shall be reported from the E911 Center to the Emergency Services/Homeland Security Director. The Director shall inform the Fire/Rescue Commission and the Agency. Prior to termination of funding, and in the sole discretion of the Onslow County Board of

Commissioners, the Agency may be placed in a probationary status for a period of up to ninety (90) consecutive days. If response does not meet minimum criteria by the end of the probationary period, funding shall be suspended.

C. Daytime Staffing Alternatives.

1. Upon the vote of the governing board of Agency, County shall provide one of the two alternative models for daytime staffing at Agency as set out in Article III, Sections C.5 or C.6 below. To remain eligible for County daytime staffing funding, the governing board of the Agency agrees that the Agency may only change the daytime staffing model selected by Agency with four (4) months written notice prior to the end of the County's fiscal year. Any change will be effective the next County fiscal year. This allows adequate notice of Reduction in Force to any County employees that must be terminated due to the change in the daytime staffing alternative selected by the Agency.
2. Funding for this staffing may come from Article 46 Sales Tax Revenues and shall be above and beyond the FY 2009-2010 baseline budget of the Agency. Regardless of the option chosen by the Agency's governing board, any positions funded by County tax dollars shall be named "Emergency Responder".
3. Persons filling any position funded by County tax dollars will be required to have all the minimum certifications listed in one of the following two (2) tracts at hire:

TRACT ONE:		TRACT TWO:
Firefighter II	OR	TR/VMR
VMR		1403 Compliant
Class B Driver's License		Class B Driver's License
EVD or EVOC or VFIS		EVD or EVOC or VFIS
NIMS 100, 200, and 700		NIMS 100, 200, and 700
		HazMat

Further, within twelve (12) months of hire, a person within Tract One shall complete *General TR Certification*, and a person within Tract Two shall complete *Firefighter II Certification*.

4. Any Emergency Responders paid with county tax dollars , regardless of employer, shall be offered standard pay and benefit plans to create equity between employers. At the start of program implementation, base pay shall be set at \$11.66 per hour with an initial cap at \$12.66 per hour for fire/rescue certifications beyond those required at hire, as determined by the Fire/Rescue Commission.
5. Assigned County Emergency Responder (Model 1)
 - (a) County shall assign cross-trained County Government Employee Emergency Responder(s) to the Agency in accordance with the Fire/Rescue Commission recommended and County Board of Commissioners approved Staffing Matrix. Contracts between the County and the Agency shall be revised as necessary.

- (b) For purposes of Article III, Section C.5., the following definitions shall apply:
- (1) *Baseline Budget* means FY 2009-2010 Onslow County Appropriation.
 - (2) *Sales Tax Budget* means County funding from Article 46 Sales Tax designated for Public Safety.
- (c) Specifics of this model include:
- (1) At its sole discretion, Agency may designate from 0% to 25% of its Baseline Budget to fund County Employee Emergency Responder staff salaries to ensure daytime emergency response. Within this designation will be an allowance for overtime cost equal to 10% of the dollar amount designated. This amount could be utilized to provide staffing beyond that listed within the Staffing Matrix. Agency understands and agrees that this does not create an employer/employee relationship between the Agency and the Emergency Responder.
 - (2) County will utilize funding from the County Public Safety portion of the Sales Tax to assign County Government Employee Emergency Responder(s) to the Agency in accordance with the Fire/Rescue Commission recommended and County Commissioner approved Staffing Matrix.
 - (3) Agency Shall:
 - (i) Provide an orientation and Agency-specific protocols and SOP's to Emergency Responders.
 - (ii) One month in advance, Agency will provide Emergency Responder coverage requirements to the County Department of Emergency Services/Homeland Security Director who shall schedule all County Emergency Responders.
 - (iii) Agency chief officer(s) will verify accuracy of Emergency Responder total bi-weekly hours performed under the Contract and will forward such verification to the County Department of Emergency Services/Homeland Security Director for approval and payment to Emergency Responders according to the County's personnel and finance policies.
 - (iv) Allow County Emergency Responders full and unlimited access to Agency Equipment in the performance of their duties.
 - (v) Agency Chief or designee will provide County Emergency Responders with a list of duties.
 - (vi) Report any problems or issues to the County Emergency Responder's supervisor, who shall be a County employee of the Department of Emergency Services/Homeland Security.
 - (vii) Provide County Government Employee Emergency Responders with PPEs and equipment which meet County safety specifications at the time of hire, which equipment shall remain the property of Agency. In the event Agency cannot provide said PPEs and equipment, the County shall purchase them, in which event said equipment shall remain the property of the County.
 - (4) County shall:
 - (i) Be the employer of the County Emergency Responder(s) and shall complete all administrative, legal, and financial obligations as the employer, that employer being Onslow County Government.
 - (ii) Utilize a subcommittee of the Fire/Rescue Commission composed of representatives of both the fire and rescue services as an interview panel to provide input on possible candidates to the Emergency Services/Homeland Security Director. The Emergency Services/Homeland Security Director retains the final decision on hiring.

- (iii) The Emergency Services/Homeland Security Department shall assign staff to Agency only after consultation with the Chief of the Agency receiving the County Emergency Responder(s).
- (iv) Once assigned to an Agency, the County Emergency Responder(s) shall take direction from the Chief Officers of the Agency to which they are assigned.
- (v) Only hire candidates based on approved minimum qualifications for Emergency Responders.
- (vi) Assign County Emergency Responders in accordance with the Fire/Rescue Commission recommended and County Commissioner approved Staffing Matrix.
- (vii) Provide a 24-7 contact to Agency to report problems.
- (viii) Provide County Employee Emergency Responders with required PPEs and equipment, if necessary under Article III, Section C.5.(c)(3)(vii) above.
- (ix) Provide a procedure to address County Emergency Responder/Agency problems which extends from front-line supervisor through county manager. County Emergency Responders are subject to all County policies, including the Onslow County Personnel Policy.
- (x) Handle all finance and personnel requirements of federal and state law.
- (xi) Reimburse to Agency necessary verifiable specific additional cost incurred which are associated with assignment of County Employee Emergency Responder as approved by the County on a case by case basis. (i.e., Agency insurance/ costs to add to Agency roster).
- (xii) Reserve the right to utilize funding as necessary to support and supervise the Emergency Responder Program within the Department of Emergency Services/Homeland Security.
- (xiii) County shall be responsible to Agency for all costs arising out of the negligent acts or omissions of the County Emergency Responder to the extent said acts or omissions occur as the result of the order(s) of the Agency, it's Chief or designee.

6. Agency Employee (Model 2)

- (a) County shall provide funding from the Article 46 Sales Tax designated for Public Safety to the Agency in accordance with the Fire/Rescue Commission recommended and County Commissioner approved Staffing Matrix. Agency understands and agrees that this creates an employer/employee relationship between the Agency and the Emergency Responder. Contracts between the County and the Agency shall be revised as necessary.
- (b) For purposes of Article III, Section C.6., the following definitions shall apply:
 - (1) *Baseline Budget* means FY 2009-2010 Onslow County Appropriation.
 - (2) *Sales Tax Budget* means County funding from Article 46 Sales Tax designated for Public Safety.
- (c) Specifics of this model include:
 - (1) At its sole discretion, Agency may designate from 0% to 25% of its Baseline Budget to fund Agency staff salaries to ensure daytime emergency response. This amount could be utilized to provide staffing beyond that listed within the Staffing Matrix.
 - (2) Agency may petition the Board of County Commissioners via the Fire/Rescue Commission to spend more than 25% of its Baseline Budget to fund Agency staff salaries to ensure daytime emergency response. This amount could be utilized to provide staffing beyond that listed within the Staffing Matrix. Approval of this request rests solely within the discretion of the Board of County Commissioners.

- (3) County shall provide funding from the Article 46 Sales Tax designated for Public Safety to the Agency in accordance with the Fire/Rescue Commission recommended and County Board of Commissioners approved Staffing Matrix. Article 46 Sales Tax funding shall be utilized for purposes associated with the provision of Emergency Responders and measures of accountability only.
- (4) To be eligible for Article 46 Sales Tax funding, the Agency shall:
- (i) Conduct national criminal and sex offender background checks on every employee hired using Onslow County Tax Dollars.
 - (ii) Conduct drug screening at time of hire, following every accident or workplace injury and at random for every employee hired using Onslow County Tax Dollars.
 - (iii) Place persons who are under investigation for criminal charges, illegal drug use, or use of a prescription drug that is not prescribed to that individual in a non-response status without pay.
 - (iv) Discontinue use of county tax dollars to pay for salary or benefits of any Agency Emergency Responder who is convicted of a felony or who tests positive for any illegal drug or use of a prescription drug that is not prescribed to that individual.
 - (v) Discontinue use of county tax dollars to pay for salary or benefits of any Agency Emergency Responder who fails to maintain the minimum certifications required to be an Emergency Responder as recommended by the Fire/Rescue Commission.
 - (vi) Abide by all federal, state, and local laws and regulations concerning employment.
 - (vii) Maintain all necessary insurance, including worker's compensation insurance.
 - (viii) Provide Agency Emergency Responder staff schedules, timesheets, and payroll data upon request by Onslow County Finance and/or the Fire/Rescue Commission.
 - (ix) Only hire applicants who hold the approved minimum qualifications for Emergency Responders.
 - (x) Pay at the prevailing rate of pay and benefits recommended by the Fire/Rescue Commission, such pay being identical to that offered to Onslow County Government Emergency Responders.
- (5) County shall:
- (i) Provide funding for purposes associated with the provision of Emergency Responders and measures of accountability from the Article 46 Sales Tax designated for Public Safety to the Agency in accordance with the Fire/Rescue Commission recommended and County Commissioner approved Staffing Matrix.
 - (ii) Funding granted under this alternative shall be equal to that under the Assigned County Emergency Responder Model.
 - (iii) Retain the right to withhold or de-obligate funding from the Agency should the annual audit or a review of staff schedules, timesheets, payroll, or other Agency data show misappropriation of Onslow County funds.

ARTICLE IV
INITIAL PROGRAM YEARS FY2010-11 AND FY2011-12

The County shall follow the Onslow County Fire-Rescue Conference Committee's adopted Risk Assessment Matrix and Staffing Matrix for the remainder of Fiscal Year 2010-11 and Fiscal Year 2011-12. Beginning on July 1, 2012, the County shall follow the recommendations of the Fire/Rescue Commission.

ARTICLE V
TERMINATION

Except as otherwise provided in this Contract, either party may terminate this Contract by giving at least six (6) months written notice prior to the end of the County's then current fiscal year. Except as otherwise provided in this Contract, County may, in its discretion, terminate this Contract in the event that the Agency does not timely correct deficiencies as provided in Article II or correct any other material breach of this Contract within a reasonable time after notice of such breach. From and after the termination of this Contract, the Agency shall have no further obligations, including provision of Services under this Contract and shall have no further right to receive any funds from the County for services within the District.

ARTICLE VI
INSURANCE

- A. The Agency shall obtain and maintain the following minimum premium insurance coverage:
1. One Million Dollars on Automobile Liability.
 2. One Million (First Occurrence) and 3 Million (Aggregate) on General Liability.
 3. One Million Dollars (First Occurrence) and 3 Million (Aggregate) on Directors and Officers.
 4. A Blanket Bond of One Hundred Thousand Dollars.
 5. Workers Compensation Coverage

This insurance shall provide coverage for personnel, motor vehicles, equipment, administrative activities and facilities.

- B. The Agency shall ensure the terms of all insurance policies remain in force throughout the term of this Contract.
- C. Insurance coverage shortfalls shall be brought to the attention of the Fire-Rescue Commission and the Director of the County Department of Emergency Services/Homeland Security immediately upon identification of a coverage problem.
- D. Onslow County shall be named Second Insured on insurance coverage policies.
- E. Upon execution of this Contract, Agency shall furnish to the County a Certificate of Insurance reflecting the minimum limits stated above. Annually, the Agency shall furnish a Certificate of Insurance to the Fire/Rescue Commission as part of the County budget process.

ARTICLE VII
MISCELLANEOUS

- A. Independent Contractor. Agency understands and agrees that, in entering into this Contract and providing services, it is acting as an independent contractor; neither the Agency nor its employees, members, nor

personnel shall be deemed or construed to be employees of the County. This section does not apply to the County employee(s) provided pursuant to Article III, Section C.5 (Assigned County Emergency Responder Model).

- B. Assignment. Agency agrees that it will not assign this Contract without obtaining prior written approval of the County.
- C. Governing Law. This Contract shall be construed in accordance with the laws of the State of North Carolina. Any claim arising out of this Contract shall be brought in the General Court of Justice in Onslow County.
- E. Liability. The County shall not be responsible in law or equity for any liability incurred by the Agency.
- F. Compliance with Laws. The Agency shall comply with all applicable federal, state and local laws, rules and regulations.
- G. Notices. All notices which may be required by this Contract or any rule of law shall be effective when deposited in an official depository of the US Postal Service by certified mail or when received by hand-delivery as follows:

County: Onslow County
Attn: County Manager
4024 Richlands Hwy.
Jacksonville, NC 28540

Agency: PINEY GREEN VFD INC
Attn: Chief
2720 PINEY GREEN RD
MIDWAY PK, NC, 28544

- H. Disaster Assistance. Upon request of the County and to the extent resources are available to Agency, the Agency agrees to provide the following services during times of emergency/disaster:
 - 1. Emergency debris removal;
 - 2. Emergency debris clearance;
 - 3. Traffic control; and/or
 - 4. Other life saving and property protection measures, as necessary.
- I. Upon request, the County shall furnish to the Agency the following services:
 - 1. Fire investigations.
 - 2. Assistance with ISO Inspections/DOI.
 - 3. Coordination of Agency training.
 - 4. Emergency Scene Assistance (resource request and coordination).
 - 5. Hazardous Material Assistance (resource request and coordination).
 - 6. Administrative assistance (submission of reports).
 - 7. Exercise planning assistance.
 - 8. Grant application assistance.

- J. Entire Contract. This Contract, including Attachment(s) _____ which is/are incorporated herein by reference as if fully set forth, shall constitute the entire understanding between the County and the Agency and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written agreement of the parties.
- K. Headings. The Subject headings of the Articles and Sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- L. Continuing Services/Mutual Assistance. Agency agrees to furnish and provide continuing Agency services and related emergency services to all persons and designated property lying within the boundaries of its District and to provide mutual assistance to adjoining agencies upon request or pre-designated emergency call procedures.
- M. Existence. Agency warrants that it is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of North Carolina and is duly authorized to furnish services described by its charter to the citizens of its approved District and has full power and authority to enter into and fulfill all the terms and conditions of this Contract.
- N. Daytime Staffing Selection Model. By initialing below, the Agency hereby selects the following staffing model described hereinabove (place an "X" in the appropriate box AND initial the Agency's choice):

☒ (PCF) Assigned County Emergency Responder (Model 1)

INITIAL

OR

☐ () Agency Employee (Model 2)

INITIAL

- O. Corporate Authority. By execution hereof, the person signing for Agency below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the Agency.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers in duplicate, each to serve as an original, this the day and year first above written.

(Seal)

AGENCY: PINEY GREEN VFD INC

ATTEST: Brandy L. Brund
Secretary

By: [Signature]
President

COUNTY OF ONSLOW

By: W. C. Jarman
Chairman, Board of Commissioners



Julie L. Wand
Clerk to the Board

CERTIFICATE OF FINANCE OFFICER:

This document has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

County Finance Officer

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VOLUNTEER FIRE DEPARTMENT ONLY

ATTACHMENT 1

1. In order to qualify for County funding, the Fire Department shall have the maximum size fire district possible as of January 1, 2012.
2. In order to qualify for County funding, the Fire Department shall have begun training volunteers to VMR standards as of January 1, 2012.
3. The Fire Department shall seek to lower the homeowner insurance rating within the corporate limits of the Fire District approved by the Department of Insurance, and/or having accomplished this goal, strive to maintain the lower rating by continuing to meet the established ISO/DOI prerequisites for that rating. The Fire Department agrees to voluntarily submit hydrant testing reports, equipment records, training records, apparatus service test reports, and documentation of at least two water drills per year organized by the Fire Department to the Fire/Rescue Commission upon its request.
4. The Fire Department shall agree to accept assistance and/or inspection by the Fire/Rescue Commission when documents outlined in Item 3 above cannot be provided.
5. The Fire Department shall agree to join the North Carolina State Fireman's Association and pay the annual membership dues required per member to ensure all firefighters receive maximum death benefit coverage and are eligible to participate in the North Carolina Firefighter Retirement Pension Fund, and submit annual reports as required to the N.C. State Fireman's Association.
6. The Fire Department shall establish a Relief Fund approved and managed by a Board of Trustees assigned/appointed according to the North Carolina General Statutes, and submit annual reports as required to the N.C. State Fireman's Association.
7. The Fire Department shall maintain and submit Fire Reports to the Director of the Onslow County Emergency Services/Homeland Security Department, Fire Incident Report Program Manager and North Carolina Department of Insurance on a quarterly basis as follows:

First Quarter	January / March (Due April 15)
Second Quarter	April / June (Due July 15)
Third Quarter	July / September (Due October 15)
Fourth Quarter	October / December (Due January 15)

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