

**PITTSYLVANIA COUNTY FIRE AND RESCUE COMMISSION**

July 28, 2020, 6:30 pm; Chatham Community Center, 115 South Main Street, Chatham, Virginia 24531

**AGENDA**

1. CALL TO ORDER
2. ROLL CALL
3. ANY ADDITIONS/REVISIONS TO AGENDA
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES (*June Meeting*)
6. **PRESENTATIONS**
  - A. Commission's Roles and Responsibilities *Reset (B. Fox)*
7. FIRE AND RESCUE ASSOCIATION REPORT (*D. Fowler*); (10 minutes)
8. OTHER FIRE OR EMS AGENCY REPORTS
9. COUNTY STAFF REPORTS (*C. Slemp*); (10 minutes)
10. UNFINISHED BUSINESS
11. **NEW BUSINESS**
  - A. Awards and Accommodations (*M. Lee*)
    - i) Valor award
    - ii) CPR saves
  - B. Appointment of Adhoc Committee for Bylaws Review/Revision (*B. Fox*)
  - C. Board of Supervisors' Communications (*R. Scarce*)
  - D. FY21 Commission Priorities Discussion (*C. Slemp*)
12. MATTERS FROM COMMISSION MEMBERS
13. ADJOURNMENT

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Fire and Rescue Commission  
Minutes of June 23, 2020  
Chatham Community Center  
115 South Main St, Chatham, VA 24531

1.) Call to order at 6:30 p.m. by Bryan Fox, Chairman

2.) Roll Call

<u>Member</u>	<u>Present</u>	<u>Absent</u>
Chuck Angier	X	
Tim Duffer	X	
Bryan Fox	X	
Brian Garrett		X
Ben Meeks	X	
Ron Searce	X	
Keith Scruggs	X	
Bert Sellers	X	
Billy Talbott		X

Staff members present: Chris Slemp, Michael Lee

Association Representative: Dean Fowler

3.) Additions or Revisions to the agenda. Ron Searce made motion to add Bylaws to unfinished business from last meeting. Chuck Angier second motion. Motion passed with no discussion.

4.) Approval of the agenda: Motion made by Ron Searce, Seconded by Tim Duffer. Motion passed with no discussion.

5.) Approval of previous meeting minutes: Motion made by Ron Scearce, Seconded by Tim Duffer. No discussion. Motion passed.

6.) Presentations: No presentations

7.) Fire and Rescue Association report: Dean Fowler: Association meeting was in May. Discussion is being brought to the commission from the Association in reference to no communication with Fire Commission, Fire and Rescue Association, and BOS. Discussion from Bryan Fox in reference to BOS calling him in reference to miss communication. Discussion from Bryan Fox about BOS contacting him with not remember voting on Items for Fire and Rescue in BOS meetings. Mr. Sellers asked that in the future that this fire commission bring topics like the Financial report request and other topics be brought to the commission so they can voice their concerns before it goes to the board. Ben Meeks asked for better communications from the county, commission, and also BOS. Mike Neal also talked about the financial report to the commission. He does not want any department penalized for doing good by the county getting these reports. Ron Scearce advised this is only for accountability so the citizens know where the money is going.

8.) Other Fire or Rescue Agency report: Scottie Adams advised both agencies he is a part of does not mind sending the financial form. Thank you for the BOS, members of the fire and rescue commission and Mr. Smitherman for meeting with Franklin County.

9.) County Staff Report:

A. Update on Rescue Squad

I. Chatham Rescue Squad has improved greatly after meeting with them.

II. 640 Rescue: Has suspended operations by their Board. PS has a meeting scheduled.

- Ben Meeks asked that 640 funds be distributed to the agencies that are picking up their territory. Sq 22, Sq12, and Sq34. Chris said he would look into this.
- Ron Scearce made motion to distribute 640's remaining funds to the agencies that are running the 640 territory. Motion second by Tim Duffer. All in favor, no one opposed. Motion Passed.

B. County Staffing starts July 1, 2020. Kasey Seay will be promoted to EMS Coordinator. News Letter will be sent out at 8:00pm tonight introducing the staff.

### C. Capital Reserve Funds

1. Brosville Fire and Rescue has requested to use the Capital Reserve for their ambulance's engine replacement. The cost is estimated at approximate \$19,000. They have one ambulance remaining and are also using Callands second ambulance as a backup. Ben Meeks reflects that their call coverage is outstanding. Chris Slempe advised \$4,000 is the maximum amount they can take out of this fund. This will also have to go to BOS to be voted on. Carlyon Jarret, Chief of Brosville, advised the warranty is not valid. Ben Meeks made motion to recommend giving them the funds and Tim Duffer seconded the motion. Motion passed.
2. Cool Branch Fire Department has requested to use the Capital Reserve for their AC unit at their station be replaced. The air condition went out and they are unable to fix it due to it being an older unit. \$7,050 is the quote they were giving to replace the unit. Due to COVID-19 their fundraisers are postponed. Mr. Scruggs asked if a quote from a company in Pittsylvania County was obtained. They can have the unit in place within 30 days. Chuck Angier asked how old the air condition is. Scottie advised 12-15 years old. Billy Talbott made motion to approve Second motion made by Tim Duffer. Motion passed.

D. Agency FY21 Funding: Chris Slempe still needs to meet with some agencies and then come back to the commission meeting with the report.

E. Bryan Fox asked how does the drawing of the financial report work. Mr. Smitherman advised two will be automatically drawn each year.

F. Fire and Rescue Service Agreement: 1<sup>st</sup> payment was changed by to August as requested by the fire and rescue association. The Fire and Rescue Commission will determine what is "In good standing" as an agency. The wording regarding the last 15 % was changed to covering 70 percent of Fire and EMS. If you struggle with Fire or EMS as a dual agency you will still get funding for half. Responding time changed back to 8 minutes. August, January, and June are the months funding will be sent. Tim Duffer made motion to approve the Fire and Rescue Service Agreement changes, with a second by Ron Searce. Discussions: Chuck Angier Section discovered a typo in "B.4", also 4.C Clarify the Financial Report to 9-90 and Random Audit. All in favor of the motion. Motion passed.

G. CARES Funding: County received this funding from COVID-19. Mr. Slempe requested more PPE for agencies. \$35,000 has been approved for EMS medical supplies for all the county agencies. Target Solutions training platform was purchased for the Volunteers. It will take us some time to get everyone accounts. This will provide training to volunteers. We are also working on a contract with ESO and purchasing this for all the agencies. It will be CAD Interfaced. We are hoping to have ESO by September. We will be Hiring a part-time training position to help with training for volunteers. Cardiac Monitors will be purchased, one monitor for each agency that needs upgraded monitors from the Phillips

monitors. RFP has been put out for 4 ambulances. Ben Meeks asked if it would be a 50/50 deal with the County assisting 50/50 for the new ambulances/fire trucks.

10.) Unfinished business:

Bylaws Amendment: Article 5: changes. Attendance and remote access for meeting due to COVID-19. Chuck Angier made motion to pass the by-law amendments with the attendance requirement retroactive to the first meeting. Second by Tim Duffer. The motion passed.

11.) New Business: None

12.) Other matters from Commission members

Ron Scarce: BOS has made a commitment to provide more funding to Fire and Rescue. Keep in mind that Mr. Smitherman is part of this as well. I fully support Mr. Smitherman and Fire and EMS and also want to be accountable to Fire/Rescue, and also the citizens. Mr. Smitherman has been a friend and advocate for Fire and Rescue. We are trying to do more.

Brian Garrett: N/A

Chuck Angier: Hats off to the volunteers for their service

Tim Duffer: We voted on 2 departments that needed emergency funding. There is around \$17,000 in this fund. This fund will continue to build. Also, would like to look at Agencies, Commission, and Volunteers have some kind of standard speck sheet on equipment.

Ben Meeks: As a commissioner, volunteer, citizen spoken on rumors, downing agencies, and etc. to remember we are here to uplift and approve services. We bring items to this commission and vote weather we agree or not but we need to stick together. Also, thank you to Dean, DFD, St 34, Public safety for the wreck on Rt 40.

Bryan Fox: Thank everyone, chiefs, deputy chiefs, Mr. Ingram. Thank you for your input. I want to hear from you all personally. We are here to represent you all. We do not take it lightly. We are part of you all. Thank you for being here tonight.

Bert Sellers: None

Keith Scruggs: None

Chris Slempe: Thanked the agency that assisted with the protest.

13.) Adjournment at: Ben made motion to adjourn. Tim second motion. Motion passed. Meeting adjourned at 6:23pm.



## **FIRE AND RESCUE COMMISSION**

### **EXECUTIVE SUMMARY**

#### Information Item

<b>Agenda Title:</b>	Roles and Responsibilities
<b>Staff Contact(s):</b>	Chris Slemp
<b>Agenda Date:</b>	July 23, 2020
<b>Attachment(s):</b>	"Roles & Responsibilities", Vision & Mission statement

#### **SUMMARY:**

In an effort to improve efficiency and stream line the Fire and Rescue Commission's meetings, it is important that the Commission stay focused on issues that they have responsibility for. In January the Commission adopted a Vision and Mission statement. Additionally, Chapter 11 of the Pittsylvania County outlines the purpose of the Fire and Rescue Commission. Attached you will see a document that outlines all these items.

#### **Recommendation:**

No recommendation needed.

#### **Motion:**

No motion needed.





## Fire & Rescue Commission

**PCC Sec. 11-2 (b) Purpose:** The Commission provides recommendations regarding the County's Fire and EMS systems in the County; oversees strategic planning efforts; and provides a mechanism for collaboration and coordination among the Public Safety Department, volunteer fire companies, volunteer rescue squads, and the Board of Supervisors on issues impacting fire and emergency medical services. The Commission shall work with the Public Safety Director, or his/her designee, on these issues, and the Public Safety Department shall provide Staff support to the Commission. The Commission shall submit such recommendations and reports to the Board of Supervisors as needed. The Commission shall assist with the development of the Fire and Rescue Services Annual Budget and Capital Improvement Projects. The Commission shall serve as a partner with the Department of Public Safety. Together, they should serve as a centralized unit responsible to the Board of Supervisors for all County Fire and EMS issues.

### **VISION STATEMENT** *(adopted 01/28/20)*

The Pittsylvania County Fire and Rescue Commission envisions an emergency services system that provides a high degree of excellence through the use of volunteers and staff who demonstrate a great degree of professionalism and sincere care to the citizens of Pittsylvania County.

### **MISSION STATEMENT** *(adopted 01/28/20)*

It is the mission of the Pittsylvania County Fire and Rescue Commission to continually improve and seek excellence in fire and rescue services through a "one team and system" approach encompassing the Board of Supervisors, the Commission, County Staff and the County's volunteer fire and rescue agencies that meet the needs of the County's citizens while remaining cost efficient.



## Fire & Rescue Commission

### PUBLIC SAFETY ROLES AND RESPONSIBILITIES

#### Board of Supervisors

All Financial matters

Overall direction and authority

#### Fire & Rescue Commission

Recommendations regarding:

Fire & EMS system

strategic planning and implementation

Coordination among PCPS, volunteer depts, and BOS

Assist with annual budget & CIP projects

(County Code Sec 11-2)

#### Fire & Rescue Association

Work in conjunction:

Public Safety to carry out day to day operations

(County Code 11-16)



## FIRE AND RESCUE COMMISSION

### EXECUTIVE SUMMARY

Informational Item

<b>Agenda Title:</b>	Director's Report
<b>Staff Contact(s):</b>	Chris Slemp
<b>Agenda Date:</b>	July 28, 2020
<b>Attachment(s):</b>	

#### **SUMMARY:**

The Director's report is part of the monthly Fire and Rescue Commission meeting. This month's report is as follows:

i) Volunteer Communications – we recently started doing a newsletter that was distributed monthly to the Commission members, Chiefs and Captains. We have stepped that up and now doing a weekly informational page that is sent out on Fridays. We are sending this to Commission members and all the volunteers we have email addresses for.

ii) CFR Update – Cardiac monitor / defibrillators have been ordered for agencies that either needed to replace an out dated unit or upgrade to 12 lead capability. These are for Gretna, Mt. Hermon, Bachelors Hall, Callands, Cascade and staff. \$30,000 was approved to make initial purchases of drug bags and non-controlled drugs for volunteer ambulances. Each transport agency will receive 2 of these. Staff started using these in July and have found they are beneficial in saving turn around time at the hospital by not having to switch a drug box when non-controlled medications are administered. Agencies will be responsible for replenishment of these drugs. \$10,000 was approved to purchase washer and dryers for EMS transport agencies so they can wash uniforms at the stations. \$800,000 was approved by the BOS towards the purchase of ambulances. Bids were turned in this week from vendors for used, remounted or demo ambulances. This is for staff, Mt. Hermon and Tunstall, if we can find apparatus that will meet the needs.

iii) Agenda management – In an effort to stream line the agenda and provide for more orderly meetings, we are looking to move to a digital agenda format, similar to that of the Board of Supervisors and Planning Commission, in the near future. This will include purchasing iPads for Commission members so we can also have remote meetings if the need arises due to COVID-19.

iv) 640 Rescue Squad – The agency has formally closed and started dispersing assets. Gretna Fire and Rescue received one ambulance and the County received one. The monetary assets are being divided up among Gretna Fire and Rescue, Chatham Rescue and Blairs Fire and Rescue who are covering that area now. The redistribution of the 640 county funding was tabled by the Finance Committee.

v) Cool Branch update - As of this update we have still not heard any formal offer from Franklin County regarding the situation with Cool Branch Fire Department and Cool Branch Rescue Squad.

vi) Gretna Fire and Rescue Regional award - congratulations to Gretna Fire and Rescue for winning the Western EMS Council's EMS Agency of the year. They will go on to compete for the Governor's award this fall. A formal presentation will come from the WVEMS Council in August.

**Recommendation:**

None

**Motion:**

None



## **FIRE AND RESCUE COMMISSION**

### **EXECUTIVE SUMMARY**

Action Item

<b>Agenda Title:</b>	Valor Award
<b>Staff Contact(s):</b>	Michael Lee
<b>Agenda Date:</b>	July 28, 2020
<b>Attachment(s):</b>	

#### **SUMMARY:**

Under the County's Fire and Rescue Operating Guidelines concerning Award and Commendations, the following individuals are being recommended for the Medal of Valor:

Gretna Firefighter Dillon Leach

Pittsylvania County Deputy Francis

VA State Trooper Gregory

On the night of July 12, 2020, at approximately 9:55 pm, Gretna Fire and Rescue, along with Pittsylvania County Sheriffs Office and the VA State Police were dispatched to a motor crash in the area of 2484 East Gretna Road. Both Trooper Gregory and Deputy Francis arrived to find vehicle had struck a tree and was burning. The operator of the vehicle still in the vehicle and entrapped by the steering wheel. Both Trooper Gregory and Deputy Francis attempted to extinguish fire with their portable fire extinguishers to no avail. Once firefighter Leach arrived on scene all three gentlemen were able to pry the vehicle's door open and extricate the occupant while the car was still on fire. The victim was transported to Gretna ER where they unfortunately succumbed to their injuries. All three of these gentlemen acted with bravery and courage, while risking their own lives to save a member of the community.

#### **Recommendation:**

It is recommended that Firefighter Leach, Deputy Francis and Trooper Gregory receive the Medal of Valor for their efforts to save the life of another while placing their own safety in imminent personal danger.

**Motion:**

“I make the motion that Firefighter Leach, Deputy Francis and Trooper Gregory be awarded the Medal Valor for their actions of July 12, 2020.”



**FIRE AND RESCUE COMMISSION  
EXECUTIVE SUMMARY**

**Action item**

<b>Agenda Title</b>	Bylaw Revision Committee Creation/Appointment
<b>Staff Contact</b>	Christopher C. Slep (Public Safety Director)
<b>Agenda Date</b>	July 28, 2020
<b>Attachment</b>	None

**SUMMARY:**

As the Commission has progressed, it has become increasingly apparent that revisions/improvements to the Commission's Bylaws are necessary to assist with keeping the Commission's Meetings orderly and focused on accomplishing its goals, visions, and reasons for creation.

**RECOMMENDATION:**

County Staff recommends the Commission Chairman create and appoint a Bylaws Revision Committee and work with the County Attorney to recommend potential revisions to the Commission's Bylaws to be acted upon at the Commission's August Meeting.

**MOTION:**

None required.



## **FIRE AND RESCUE COMMISSION**

### **EXECUTIVE SUMMARY**

Informational Item

<b>Agenda Title:</b>	Communications from Board of Supervisors
<b>Staff Contact(s):</b>	Supervisor Ronald Searce
<b>Agenda Date:</b>	July 28, 2020
<b>Attachment(s):</b>	Letter to Chairman Fox from Chairman Warren

#### **SUMMARY:**

The Board of Supervisors met on Tuesday, July 21, 2020 and adopted several motions that affect the Fire and Rescue Commission and volunteer agencies. These items include:

1. Approval of the Brosville Emergency Funding request
2. Denial of the Cool Branch Fire Department request.
3. Change to Emergency Fund Policy to specify that funds are to be used for response related activities only.
4. Direction that the Commission complete a comprehensive capital asset inventory and replacement schedule.
5. Approved Service Agreement recommendation, but added provisions related to records
6. Approved use of a MOA for all capital purchases using County funds.
7. Directed County staff to send letter to all volunteer agencies regarding financial reporting and auditing requirements.

#### **Recommendation:**

Staff recommends that the Commission consider the Board's requests and integrate such into its FY21 work plan priorities

#### **Motion:**

No action necessary



**CIP FUNDED VEHICLE PURCHASE MEMORANDUM OF AGREEMENT**

This **CIP FUNDED VEHICLE PURCHASE MEMORANDUM OF AGREEMENT** (“MOA”), made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the **PITTSYLVANIA COUNTY BOARD OF SUPERVISORS** (“Board”), a political subdivision of the Commonwealth of Virginia, party of the first part, acting through its agent, the County Administrator; and \_\_\_\_\_ (“Receiving Entity”), party of the second part; (individually “Party;” collectively “Parties”).

**WITNESSETH**

**WHEREAS**, the Board provides Capital Improvement Funds, when available, to support emergency service delivery County-wide and to assist the Volunteer Rescue Entities in Pittsylvania County, Virginia (“County”), with demonstrated needs; and

**WHEREAS**, said funds are requested through a collaborative Capital Improvement Planning (“CIP”) process consisting of Volunteer Fire and Rescue Entity Representatives, County Department of Public Safety Staff Representatives and the County’s Fire and Rescue Commission; and

**WHEREAS**, the County Department of Public Safety is responsible for managing and distributing CIP funds regarding Public Safety purchases and will serve as the point of contact concerning these Funds to the Volunteer Fire and Rescue Entity Representatives.

**NOW THEREFORE**, to sustain emergency response capabilities in the County and to provide equity, consistency, and to protect the interests of all involved parties, this MOA is executed with the following conditions, all or which must be fully and completely followed and abided to:

1. When applicable, the Receiving Entity will seek and apply for eligible Grant Funds for the purchase of an Emergency Services vehicle. Said Grant Funds, if awarded, shall be used to offset CIP Fund investment in the base spec vehicle. Any unused CIP Funds shall remain in the CIP. Any remaining Grant Funds over the cost of the base spec vehicle may be used for vehicle enhancements, if allowed in accordance with the Grant’s rules and procedures.

2. The County reserves the right to assume ownership of the vehicle purchased with County Funds, if the Receiving Entity ceases to provide services in the County for any reason and/or loses its ability to operate. The purpose for this contingency is for the ability to sustain emergency response capabilities within the County if any unforeseen issue inhibits the ability of the Receiving Entity to provide County service.

3. The Receiving Entity acknowledges, if County Funds are being utilized to replace a current CIP-funded vehicle, that the Receiving Entity is required to render and title over the replaced vehicle to the County Department of Public Safety. Said vehicle

may be sold by the County, with generated funds being allocated back to the CIP, or said vehicle may be re-assigned to another County Agency or Public Safety Entity within the County and/or retained as reserve County apparatus. The amount of funds allocated back to the CIP shall be consistent with the percentage of the vehicle's total costs paid for with CIP Funds (e.g. if fifty percent (50%) of the cost of said vehicle was paid for with CIP Funds, then fifty percent (50%) of the vehicle's sale proceeds shall be allocated for future CIP use, with fifty percent (50%) returned to the Receiving Agency turning in or transferring the vehicle to the County). Any such co-funding split shall be documented *via* an addendum to this MOA.

4. The Receiving Entity acknowledges that no vehicle purchased with County CIP Funds may be sold, traded, or disposed of without authorization from and/or recommendation of the County Department of Public Safety and the County Fire and Rescue Commission, subject to final approval by the Board. The County shall also possess the right of first refusal to purchase said vehicle. Said purchase price of the vehicle by the County shall be based on the generally accepted IRS Depreciation amount/schedule of the vehicle at the time of sale. Funds generated as a result said sale are to be submitted to the Board (not to exceed the original amount given to the Receiving Entity) for appropriation to the CIP.

5. The Receiving Entity agrees that minimum vehicle specs/standards established by the County Department of Public Safety shall apply and be adhered to for all vehicle purchases.

6. No CIP Funds will be distributed to the Receiving Entity, unless the Receiving Entity submits an invoice for the vehicle to the County and agrees to house/garage said vehicle in the County.

7. The Receiving Entity agrees, for all CIP Fund purchases, it shall strictly comply with all County Procurement and State Procurement policies, laws, and regulations. It shall be the responsibility of the Receiving Entity to maintain records demonstrating compliance with this requirement, which shall be provided to the County Department of Public Safety upon request.

8. The County agrees to provide insurance coverage for said vehicles authorized for purchase with CIP Funds, if funding is available, minimum specs/standards are adhered to, the Receiving Entity agrees to, implements, and enforces all County Department of Public Safety established safety, driver, and response related policies, regulations, rules, and guidelines.

9. The Receiving Entity agrees to grant County Department of Public Safety career personnel and other trained members of other Public Safety Volunteer Entities access to and use of any CIP funded vehicle in exigent circumstances as determined by the County's Public Safety Director. In such situations, the Receiving Entity shall be notified as soon as practicable. This access is not intended to preclude the Receiving Entity

maintaining a normal established rotation of vehicles as part of its normal operating procedures.

10. The Parties agree that the term of this MOA shall be for so long as the Receiving Entity is license to and/or provides Emergency Services in the County.

11. The Parties agree that this MOA contains the entire agreement of the Parties with respect to the subject matter of this MOA, and supersedes all prior negotiations, agreements, and understandings with respect thereto. This MOA may only be amended/modified by a written document duly executed by all Parties

12. The Parties agree that this MOA shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

13. The Parties agree, if legal action by either Party is necessary for or with respect to the enforcement of any or all of the terms and conditions hereof, then exclusive venue therefore shall lie in the County of Pittsylvania, Virginia.

14. The Parties agree that good faith mediation shall be a condition precedent to the filing of any litigation in law or equity by either Party against the other Party relating to this MOA. Before the remedies provided for in this Section may be exercised by either Party, such Party shall give written notice to the other Party that such Party believes that an event of default or impasse under this MOA may have occurred, specifying the circumstances constituting the event of default or impasse in sufficient detail that the other Party will be fully advised of the nature of the event of default or impasse. The responding Party shall prepare and serve a written response thereto within ten (10) business days of receipt of such notice. A meeting shall be held within ten (10) business days after the response between the Parties to attempt in good faith to negotiate a resolution of the dispute.

If the Parties are unable to resolve the dispute through the above- process, the Parties shall attempt to resolve the controversy by engaging a single mediator, experienced in the subject matter, to mediate the dispute. The mediator shall be mutually selected by the Parties, to the controversy and conduct mediation at a location to be agreed upon by the Parties or absent agreement, by the mediator. Within two (2) business days of selection, the mediator shall be furnished copies of the notice, this MOA, response, and any other documents exchanged by the Parties. If the Parties and the mediator are unable to settle the same within thirty (30) days from selection, or such other time as the Parties agree, the mediator shall make a written recommendation as to the resolution of the dispute. Each Party, in its sole discretion, shall accept or reject such recommendation in writing within ten (10) days. Should the Parties be unable to agree upon a single mediator within five (5) business days of the written response of the responding Party, the Parties jointly, shall agree upon the selection of a neutral third-party agreed upon by the Parties, to appoint a mediator, experienced and knowledgeable in the matters which are the subject of the dispute. The costs of the Mediator and the mediation shall be shared equally by the Parties to the dispute.

Notwithstanding the preceding paragraphs, the Parties reserve the right to file suit or pursue litigation. The Parties consent to selection of a mediator by any Court shall not constitute consent to jurisdiction of such court or waiver of defenses as to venue or jurisdiction.

15. The Parties agree, at all times under this MOA, each Party shall be responsible for its own legal fees and costs.

16. The Parties agree that the failure of the Board to enforce one (1) or more of the terms or conditions of the MOA, from time-to-time, shall not constitute a waiver of such terms or conditions upon subsequent or continuing breach

17. The Parties agree that this MOA shall inure to the benefit of, and shall bind the heirs, successors, and assigns of the Parties.

**IN WITNESS WHEREOF**, the Parties have caused this MOA to be executed by their duly authorized representative, all as of the day and year first above written.

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: County Administrator  
Date: \_\_\_\_\_

**APPROVED AS TO FORM**

\_\_\_\_\_  
J. Vaden Hunt, Esq.  
Pittsylvania County Attorney

**COMMONWEALTH OF VIRGINIA**

County of Pittsylvania, to-wit:

I, \_\_\_\_\_, a Notary Public for the Commonwealth of Virginia at large, do hereby certify that David M. Smitherman, County Administrator, whose name is signed to the foregoing MOA, bearing date of the \_\_\_\_ day of \_\_\_\_\_, 2020, has acknowledged the same before me in the jurisdiction aforesaid.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

---

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA

County of Pittsylvania, to-wit:

I, \_\_\_\_\_, a Notary Public for the Commonwealth of Virginia at large, do hereby certify that \_\_\_\_\_, \_\_\_\_\_, whose name is signed to the foregoing MOA, bearing date of the \_\_\_\_ day of \_\_\_\_\_, 2020, has acknowledged the same before me in the jurisdiction aforesaid.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**FY 21 FIRE AND EMS DEPARTMENT SERVICE MEMORANDUM OF AGREEMENT**

This Fire and EMS Department Service Memorandum of Agreement (the “MOA”) is hereby made and entered into on the \_\_\_ day of \_\_\_\_\_, 2020, by and between the County of Pittsylvania, Virginia (the “County”), and \_\_\_\_\_ (the “Volunteer Agency”); (individually the “Party,” collectively the “Parties”).

**A. PURPOSE:**

The purpose of this MOA is to outline in reasonable detail the mutual obligations of the County and the Volunteer Agency in regard to the eligibility by the Volunteer Agency for County funds/contributions related to Fire and EMS provision/response in the County.

The Parties to this MOA hereby agree to be fully legally bound in all aspects to the below terms and conditions contained in this MOA.

**B. THE COUNTY/VOLUNTEER AGENCY’S OBLIGATIONS:**

1. The County shall provide property and casualty insurance for the Volunteer Agency; however, the County will only cover the cost of insuring those apparatus recommended by the County’s Public Safety Department.
2. The County shall maintain accident and sickness insurance coverage on the Volunteer Agency’s Members.
3. The County shall allocate direct funds/contributions to the Volunteer Agency in three (3) allocations as described more fully below.
4. The County’s first (1<sup>st</sup>) fiscal year allocation of funds/contributions to the Volunteer Agency shall occur in August and contain fifty percent (50%) of the Volunteer Agency’s annual funds/contributions. Said first (1<sup>st</sup>) allocation shall only be given to the Volunteer Agency by the County, if the following conditions/milestones are fully and completely met and satisfied:
  - a. The Volunteer Agency has maintained a current roster on file with the County’s Public Safety Department with the name, current certifications, and radio number of each Member.
  - b. The Volunteer Agency is current with all applicable State and Federal laws, Virginia Office of EMS Rules and Regulation, and the County’s standard operating guidelines and procedures.

- c. The Volunteer Agency has complied with Section 22 of the County's Board of Supervisors' FY21 Budget Resolution.
  - d. The Volunteer Agency is in good standing as determined by the County's Fire and Rescue Commission.
5. The County's second (2<sup>nd</sup>) fiscal year allocation of funds/contributions to the Volunteer Agency shall occur in January and contain thirty-five percent (35%) of the Volunteer Agency's annual funds/contributions. Said second (2<sup>nd</sup>) allocation shall only be given to the Volunteer Agency by the County, if the following conditions/milestones are fully and completely met:
  - a. The Volunteer Agency is in compliance with the conditions/milestones contained in Section B(4) herein.
  - b. All the Volunteer Agency's equipment and apparatus is maintained in good working order and a readiness condition.
  - c. When the County Capital Improvement Plan is used to purchase equipment for the Volunteer Agency, it fully and completely complies with the Virginia Public Procurement Act and all other County Purchasing guidelines;
  - d. The Volunteer Agency, if it conducts EMS response, will have an annual review with the County's appointee of the EMS Agency's Response Plan as provided to the Virginia Office of EMS.
  - e. The Volunteer Agency practices the proper Incident Command System while responding to and mitigating emergency scenes.
  - f. The Volunteer Agency maintains on file with the Public Safety Department copies of updated training records of all members of the agency. These records shall be maintained on a continuous basis.
  - g. The Volunteer Agency is participating in any Countywide records and response reporting system, should one exist prior to January 1,2020.
6. The County's third (3<sup>rd</sup>) fiscal year allocation of funds/contributions to the Volunteer Agency shall occur in June and contain fifteen percent (15%) of the Volunteer Agency's annual funds/contributions. Said third (3<sup>rd</sup>) allocation shall only be given to the Volunteer Agency by the County, if the following conditions/milestones are fully and completely met:

- a. The Volunteer Agency continues to comply with all provisions/conditions contained in Sections B(4) and(B)(5) herein.
  - b. To date in the current fiscal year, the Volunteer Agency has responded to at least seventy percent (70%) of its first due calls (agencies that provide both fire and EMS service who fail to obtain the seventy percent (70%) response rate overall can receive fifty percent (50%) of their fund if it maintains a seventy percent (70%) response rate in either the fire service or the EMS service); and
  - c. To date in the current fiscal year, for a dispatched call, the Volunteer Agency must respond with the appropriate ambulance or fire truck (depending on the type call) within eight (8) minutes of the call being dispatched to the Agency.
7. The County shall also reimburse EMS Transport Agencies fifteen dollars (\$15.00) per call responded to on a quarterly basis.

**C. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

1. **ENTIRE AGREEMENT/MODIFICATION.** This MOU contains the entire agreement of the Parties with respect to the subject matter of this MOU, and supersedes all prior negotiations, agreements, and understandings with respect thereto. This MOU may only be amended/modified by a written document duly executed by all Parties.
2. **PRINCIPAL CONTACTS.** The principal contacts for this MOA are: David M. Smitherman, Pittsylvania County Administrator, c/o Christopher C. Slemm, Pittsylvania County Public Safety Coordinator (for the County), and \_\_\_\_\_ (for the Volunteer Agency).
3. **COMMENCEMENT/EXPIRATION DATE/TERMINATION.** This MOA is executed as of the date of the last signature below and is effective through \_\_\_\_\_ at which time it will expire, unless extended for another fiscal year. Either party may terminate this MOA by providing \_\_\_ days' notice to the other Party. In the event that said termination notice provided by \_\_\_\_\_ is during a current fiscal year, \_\_\_\_\_ shall reimburse to County any unexpended funds allocated to it within thirty (30) days' receipt by County of termination notice.
4. **GOVERNING LAW, VENUE, MEDIATION, LEGAL FEES/COSTS:**
  - a. **Governing Law:** This MOA shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.



- b. Venue: If legal action by either party is necessary for or with respect to the enforcement of any or all of the terms and conditions hereof, then exclusive venue therefore shall lie in the County of Pittsylvania, Virginia.
- c. Mediation:
- i. Good faith mediation shall be a condition precedent to the filing of any litigation in law or equity by either Party against the other Party relating to this MOA. Before the remedies provided for in this Section may be exercised by either Party, such Party shall give written notice to the other Party that such Party believes that an event of default or impasse under this MOA may have occurred, specifying the circumstances constituting the event of default or impasse in sufficient detail that the other Party will be fully advised of the nature of the event of default or impasse. The responding Party shall prepare and serve a written response thereto within ten (10) business days of receipt of such notice. A meeting shall be held within ten (10) business days after the response between the Parties to attempt in good faith to negotiate a resolution of the dispute.
- ii. If the Parties are unable to resolve the dispute through the above- process, the Parties shall attempt to resolve the controversy by engaging a single mediator, experienced in the subject matter, to mediate the dispute. The mediator shall be mutually selected by the Parties, to the controversy and conduct mediation at a location to be agreed upon by the Parties or absent agreement, by the mediator. Within two (2) business days of selection, the mediator shall be furnished copies of the notice, this MOA, response, and any other documents exchanged by the Parties. If the Parties and the mediator are unable to settle the same within thirty (30) days from selection, or such other time as the Parties agree, the mediator shall make a written recommendation as to the resolution of the dispute. Each Party, in its sole discretion, shall accept or reject such recommendation in writing within ten (10) days. Should the Parties be unable to agree upon a single mediator within five (5) business days of the written response of the responding Party, the Parties jointly, shall agree upon the selection of a neutral third-party agreed upon by the Parties, to appoint a mediator, experienced and knowledgeable in the matters which are the subject of the dispute. The costs of the Mediator and the mediation shall be shared equally by the Parties to the dispute.
- iii. Notwithstanding the preceding paragraphs, the Parties reserve the right to file suit or pursue litigation. The Parties consent to selection of a mediator by any Court shall not constitute consent to jurisdiction of such court or waiver of defenses as to venue or jurisdiction.

d. Legal Fees/Costs: At all times under this MOA, each Party shall be responsible for its own legal fees and costs.

5. WAIVER OF BREACH. The failure of the County to enforce one (1) or more of the terms or conditions of the MOA, from time-to-time, shall not constitute a waiver of such terms or conditions upon subsequent or continuing breach.

6. BENEFIT. This MOA shall inure to the benefit of, and shall bind the heirs, successors, and assigns of the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this MOA as of the last date written below. Witness following signatures and seals:

**THE COUNTY OF PITTSYLVANIA, VIRGINIA**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

**COMMONWEALTH OF VIRGINIA**

County of Pittsylvania, to-wit:

I, \_\_\_\_\_, a Notary Public for the Commonwealth of Virginia at large, do hereby certify that \_\_\_\_\_, whose name is signed to the foregoing MOA, bearing date of the \_\_\_\_ day of \_\_\_\_\_, 2020, has acknowledged the same before me in the jurisdiction aforesaid.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**APPROVED AS TO FORM**

\_\_\_\_\_  
J. Vaden Hunt, Esq.  
Pittsylvania County Attorney

**DEPARTMENT:**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA

County of Pittsylvania, to-wit:

I, \_\_\_\_\_, a Notary Public for the Commonwealth of Virginia at large, do hereby certify that \_\_\_\_\_, whose name is signed to the foregoing MOA, bearing date of the \_\_\_\_ day of \_\_\_\_\_, 2020, has acknowledged the same before me in the jurisdiction aforesaid.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



## **FIRE AND RESCUE COMMISSION**

### **EXECUTIVE SUMMARY**

#### Action Item

<b>Agenda Title:</b>	FY21 Commission Priorities
<b>Staff Contact(s):</b>	Chris Slempe
<b>Agenda Date:</b>	July 28, 2020
<b>Attachment(s):</b>	

#### **SUMMARY:**

Pittsylvania County has had two separate Fire and Rescue Studies conducted since 2006. Both those studies made several recommendations for improving Fire and Rescue services in Pittsylvania County. One of the primary purposes of the Commission is to oversee strategic planning efforts for our Fire and Rescue services. The Commission was given an overview of the recommendations at the February 25<sup>th</sup> meeting and some discussion ensued. While the Commission has attempted to determine immediate priorities needing addressed; other issues and circumstances have prevented the formulation of a list of priorities to take shape. Setting these priorities is an immediate need of the Commission and Public Safety Department.

Staff is suggesting the following areas be focused on:

Formulation of a strategic plan

Chief and Captain Standards

Apparatus and Equipment Plan

Apparatus and Equipment Standards

Continue to develop and adopt county SOG's for Fire and Rescue

#### **Recommendation:**

Staff highly recommends that the Commission set three to five immediate priorities or areas needing addressed; as well as, two other long-term strategic goals for FY21.

**Motion:**

I move that the following items be adopted as the Fire and Rescue Commissions Primary Goals for FY21:

- 1.
- 2.
- 3.
- 4.