
PITTSYLVANIA COUNTY FIRE AND RESCUE COMMISSION

August 25, 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 (*July Meeting*)**
- 6. PRESENTATIONS**
- 7. FIRE AND RESCUE ASSOCIATION REPORT (*D. Fowler*); (*10 minutes*)**
- 8. OTHER FIRE OR EMS AGENCY REPORTS**
- 9. COUNTY STAFF REPORTS (*C. Slemp*)**
- 10. UNFINISHED BUSINESS**
 - A. Strategic Plan/Goals Discussion (*C. Slemp*)**
- 11. NEW BUSINESS**
 - A. Board of Supervisors' Communications (*R. Scarce*)**
- 12. MATTERS FROM COMMISSION MEMBERS**
- 13. ADJOURNMENT**



FIRE AND RESCUE COMMISSION

EXECUTIVE SUMMARY

Action Item

Agenda Title:	Approval of Minutes
Staff Contact(s):	Chris Slemp
Agenda Date:	August 25, 2020
Attachment(s):	(1; July Commission Meeting Draft Minutes)

SUMMARY:

For the Commission's consideration, attached please find a copy of the July Commission Meeting Draft Minutes.

Recommendation:

Commission Staff recommends the Commission approve the July Commission Meeting Minutes as presented.

Motion:

"I make a Motion to approve the July Commission Meeting Minutes as presented."

Fire and Rescue Commission
Minutes of July 28, 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 Slempe, Michael Lee

Association Representative: Scottie Adams

3.) Additions or Revisions to the agenda:

4.) Approval of the agenda: Ron made motion to approve agenda, Seconded by Chuck Angier. Motion passed.

5.) Approval of previous meeting minutes: Ron Scarce and Bryan Fox advised of errors in last month's meeting minutes to be fixed. Motion made by Chuck Angier and seconded by Brian Garrett to approve minutes as corrected. Motion Passed.

6.) Presentations:

A) Bryan Fox: reviewed and reminded the Commission of their mission statement, vision, roles and responsibilities.

B.) Bob Warren spoke to members of the commission about their service regarding the Commission and how important it is. Mr. Warren also wants to address unfounded rumors in the fire and rescue. This county and the Board of supervisors wants the volunteers to be successful. The common goal should be to work together provide a better service to the citizens. From FY19 to present there has been a 76% increase for Fire and Rescue. The board appreciates all the members on the commission.

7.) Fire and Rescue Association report: Scottie Adams: Appreciates Bob Warren's Message. Only item was regarding the audit and IRS 990. With 2 agencies' being audited a year the Association requested that all agencies be audited before those two agencies are audited again. Ben Meeks asked that commission members attend the Fire and Rescue Association Meetings. Ron Scarce said the agencies should be exempt for 5 years. Brian Garrett made a motion to change the policy "Once an agency has been audited, they are pulled from the pool until all agencies have been audited. Unless there is an issue." Ben Meeks seconded the motion. Motion passed.

8.) Other Fire and EMS Agency Reports: Brosville Fire Department member from their board of directors commented on the audit and explaining why they are against it. Mr. Warren spoke to the audience. This has been county policy for a long time and other community services have to be audited yearly. We have to be fair across the board. We have to be accountable for the tax dollars and accountable for the citizens. Mr. Sellers advised the audience that this rule came from the Board of Supervisors. This was not a recommendation from this Commission. Keith Scruggs advises that the BOS is responsible for the whole county. The audit can be a good thing. Ben Meeks ask that it be done fair and equally to all agencies. He asks that Danville Life Saving Crew, and North Halifax also be turning in IRS990. I also challenge that the two agencies and any other agencies that receive money from the county be audited. Tim Duffer advises that it seems like it was miscommunication because the county is only wanting a certified letter from a CPA advising the audit was successful. Mr. Warren states that the audit should include a certified letter and supporting documents. Vaden Hunt explained what the CPA audit would look like and explain it. It will not be done by a county employee. As long as a certified CPA does the audit the county will allow an agency to use their own CPA. Mike Neal looked over a template of an audit with Bob Warren and states it is a simple form. Mike Neal also wants the BOS to consider that some agencies may not be audited for 18-20 years from now since it's so many

agencies. Mike Neal complimented Chuck Angier for coming to the Fire and Rescue association meeting. We all got to work together. Brian Draper talked about his concerns with the audit. He does not want the BOS looking at their savings and say well we are going to cut their funding. Brian Garrett says that's a concern for all agencies. Bob Warren advises he has had this conversation multiple times with severely chiefs. Bob advises he's only one member of the BOS but will not use that tool. He pledges that he will advocate for you. He does not want to penalize agencies for doing a good job. Vic Ingram also advises that no agency should be penalized for doing good work. Ron Searce agreed with what Bob Warren stated with the audit.

9.) County Staff Reports: Chris Slemp Communication with Fire and Rescue, Commission. We will be doing the Public Safety Newsletter weekly. If you have any information you would like to put in the newsletter please notify Chris, Kasey, or Gwen. Lifpak's were ordered and have come in. We hope to have them delivered next week. We also purchased medications bags for the volunteers. Public Safety will be able to order medications for the departments and can take money for the replacement medications from the agency funding when it comes time to replenish the medications. Public Safety has been approved to purchase washers and dryers for the transporting agencies. We also have approval for ambulances for the 2 agencies that were chosen for ambulances. Chris will work with Tunstall and Mt. Hermon on that. Agenda will be put in the newsletter the Friday before the Commission meeting. 640 has disbanded and are tentatively dividing assets up between Chatham, Gretna, and Blairs. The County received a letter from Franklin County concerning Cool Branch and they are going to move resources closer to cover that area if needed. They will not provide additional funds. This will go back to the BOS for discussion. Gretna Fire and Rescue received an award from WVEMS for Outstanding EMS Agency. Mike Neal was also nominated for Lifetime achievement award. Last few days we have had some serious incidents and we appreciate the volunteers for an outstanding job on all of those incidents.

10.) Unfinished Business: None

11.) New Business:

A) Awards and accommodations: Mike Lee:

I. Valor Award: Mike talked about Medal of Valor award and explained the events of July 12, 2020. Motion made by Keith Scruggs, and seconded by Chuck Angier to bestow the Valor award on Firefighter Leach, Trooper Gregory and Deputy Francis. Motion Passed. These awards will be presented in front of the Board of Supervisors. Bob Warren suggested that the chairman and or deputy chairman also attend this meeting at the BOS for the award.

II. CPR Saves: Mike also talked about there was 2 incidents on CPR saves.

B.) Chairman Fox appointed an ADHOC Committee for Bylaws Review/Revision: Keith Scruggs, Ron Scarce, Tim Duffer will serve on this committee to revise the bylaws.

C.) BOS Communications: Ron Scarce Met on July 21, 2020: 1. Approval of Brosville Emergency Funding request. 2. Denial of Cool Branch Fire Department request. 3. Change to the 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 recommendations, 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 a letter to all volunteer's agencies regarding financial report and auditing requirements.

D.) FY21 Commission Priorities Discussion: We need to greatly put our goals and vision on this. We have had several studies down in the county. 1. Start a strategic planning. Come up with chief and captain standards across the board. Standards we need to have standards on all the equipment and apparatus. SOG's need to be looked at and focused on.

A.) Bryan Fox asked for some discussion on the above items. Scottie asked for more leadership speakers, classes, etc. Ben Meeks advised that we need to offer some of the leadership training. Brain Garrett advised that we need to offer the training if we are going to have this as a standard for Chiefs and Captains.

B.) Bryan Fox asked for goals: 1. Strategic Plan Bryan also asked that we use our insurance company as a resource with SOGS.

C.) Ben Meeks made motion that the main goal for this year be forming and adopting a strategic plan. Brain Garrett seconded the motion. Motion passed.

12.) Matters from Commission Members

Ron Scarce: Nothing

Chris Slem: Nothing

Chuck Angier: Appreciates Mike Neal and thanks to the visitors tonight. Spoke on Cool Branch's town hall meeting and encourages the community to participate.

Brian Garrett: Encouraged people to come to the BOS meetings. If anyone has concerns to please let me know. Thank you all for coming out and speaking.

Ben Meeks: Some sort of formal plan for RIT teams. I would like for it to start here and then go to the Fire and Rescue Association to be discussed. We have multiple incidents where we needed

this team. We need to look at protecting our people on these calls. I am challenging this commission to put something in place. Brian Garrett made a motion that we send a recommendation to the Fire and Rescue Association to develop a standardized "RIT" policy for fire scenes in the county. Ben Meeks seconded the motion. Motion passed.

Scottie Adams: Thank you to all who came tonight.

Tim Duffer: Thank you to the BOS, and the volunteers. Brad Campbell passed away a few days ago. He was an incredible guy. He was a member for Ringgold Fire and Rescue. He's funeral is tomorrow in Danville at 11am.

Bert Sellers: Nothing

Keith Scruggs: a lot of these calls can be stressful, please know the citizens thank you and appreciate you. We did a reset tonight on what the commission is about. One team and One system are part of our mission/vision statement. We must trust one another throughout the county. Let's reset so we can continue to move further.

Bryan Fox: I appreciate every one of you. This commission is here for you. If you have a bad call or have trouble dealing with these kinds of calls please call me. Do not try and carry it around. Talk to people. Let us know you need help. My Challenge to each commission in each quadrant gets to know the members, and agency and talk to them. I want to thank everyone for being here.

13.) Adjournment: Bryan fox made a motion to adjournment and Brian Garrett seconded the motion.



**FIRE AND RESCUE COMMISSION
EXECUTIVE SUMMARY**

Agenda Title:	County Public Safety Director's Report
Staff Contact:	Christopher C. Slemp
Agenda Date:	August 25, 2020
Attachment:	None

FOR INFORMATIONAL PURPOSES ONLY

SUMMARY:

For the Commission's reference and review, please find the following County Public Safety Director's Report:

- (1) **CFR Update:** Cardiac monitors/defibrillators have been delivered to Agencies that needed them. The County ordered one (1) more for Kentuck Fire Department as they are an ALS First Responder Agency and need to upgrade their monitor. The County has acquired EMS supplies and have started making delivers to Agencies. An EMS Station for the Hurt area has been approved.
- (2) **640 Rescue Squad Update:** 640 Rescue Squad's Board of Directors ("640 BOD") is still working through dissolving the Agency and distributing its assets. 640 BOD has been negotiating with Gretna Fire and Rescue to allow them to use 640's building, but, to date, both sides have not yet arrived at an acceptable agreement regarding this issue.
- (3) **Cool Branch Update:** Negotiations are ongoing with Franklin County ("Franklin") for Cool Branch to become a Franklin County Agency. At its August Business Meeting, the BOS approved a thirty (30)-day extension to its previous Resolution regarding potentially ending service to Franklin.
- (4) **DLSC Radio System Update:** The County is currently in negotiations with Danville Life Savings Cres ("DLSC") regarding DLSC coming onto the County's radio system. This would greatly improve the County's communication with DLSC and the City of Danville.
- (5) **Capital Inventory Update:** As requested by the BOS, County Staff has been working on an inventory of all Agencies' Capital assets. The County has completely approximately forty percent (40%) of said inventory with information it has on hand. County Staff will soon start to visit stations and possibly use questionnaires to gain further information.



**FIRE AND RESCUE COMMISSION
EXECUTIVE SUMMARY**

Agenda Title:	Strategic Plan and Goals Discussion
Staff Contact:	Christopher c. Slemph
Agenda Date:	August 25, 2020
Attachment:	1; Strategic Plan Template

ACTION ITEM

SUMMARY:

At its July Meeting, the Commission voted to prioritize creating a Strategic Plan (“Plan”) for the County’s Fire and Rescue System.

RECOMMENDATION:

Commission Staff recommends that the Commission adopt a structure for the Plan that identifies two (2) or (3) overall goals, then sets objectives to meet the goals. For the Commission review, attached is a Plan Template.

MOTION:

For the Commission’s review and consideration.

Strategic Plan Structure

Goals: Board statement of what we hope to achieve and can qualify in nature. Usually specific target. “The big idea”. Usually 1, 2 or 3 main goals.

Objectives: Quantitative in nature. A measure of progress. Usually 2 – 4 objectives to meet the goal.

Actions: Specific actions to reach a bench mark. Usually several to meet the objective.

Example

Goal: Develop strategy to recruit, retain, educate and motivate quality volunteers and staff while improving utilization.

Objective:

A: Develop and implement a strategy for effective volunteer management.

Actions:

1. Increase management type training
2. Develop standard for all officer positions.
3. Begin recruitment and retention campaign.
4. Develop one volunteer application and have it accessible on line for candidates to apply.
5. Set goal of 10% yearly increase in “active volunteers”.



**FIRE AND RESCUE COMMISSION
EXECUTIVE SUMMARY**

Agenda Title:	Communications from Board of Supervisors
Staff Contact:	Supervisor Ronald S. Scearce
Agenda Date:	August 25, 2020
Attachment:	(1; Vehicle Use Agreement)

FOR INFORMATIONAL PURPOSES ONLY

SUMMARY:

At the Board of Supervisors' ("Board") August Business Meeting, the Board decided the following issues related to the County's Volunteer Fire and EMS Agencies:

1. **Vehicle Use Agreement:** The Board approved the attached Vehicle Use Agreement for Agencies receiving and utilizing a County-owned ambulance.

2. **CARES Fund Expenditure Approvals:** The Board approved the following CARES Act expenditures:
 - **Ambulances:** \$1,375,000 to purchase a total of six (6) ambulances. Once purchased, all Agencies should have at least one (1) 2016 or newer ambulance in their fleet.

 - **EMS Station:** \$500,000 for an EMS Station for the Hurt area.

3. **Public Safety Slogan:** The Board adopted the following Public Safety slogan: "One service, one team".

4. **Splitting EMS Funds:** The Board approved splitting funds that would go to 640 Rescue Squad and Mt. Cross for EMS transports between the Agencies that are now covering those areas. Additionally, the Board agreed that \$3,750 will go to Gretna, Chatham Rescue, Blairs, Tunstall, Mt. Hermon, Bachelors Hall, and Cascade. The Board further agreed that \$2,750 will go into the line item the County uses to pay the per call amount for out-of-County Agencies. The County will soon be looking to redistribute Four-for-Life Funds as the County has had Agencies drop from being transporting Agencies.

5. **Cascade Additional Funds Request:** Cascade submitted a formal request for \$30,000 in additional funding from the County due to starting an EMS Transport Agency. In the past, said money may have been awarded to Agencies that started a Transport Agency for building purposes;

however, Cascade started transporting after the FY21 Budget had been approved and no building funds were allocated by the Board in said Budget. The Commission will also recall that Cascade had stated it would not be asking for additional funding when it requested a recommendation from the Commission to become an EMS Transport Agency. For these reasons, the Board denied Cascade's funding request.

6. **Commission Appointment:** The Board appointed Bobby Lovelace to the Commission as the southwest quadrant Citizen's Representative.

VEHICLE MEMORANDUM OF AGREEMENT

This Vehicle Memorandum of Agreement (“Agreement”) is made effective on the ___ day of _____, 2020, by and between the Pittsylvania County, Virginia (“County”), a political subdivision of the Commonwealth of Virginia, whose address is 1 Center Street, P.O. Box 426, Chatham, Virginia 24531, and _____ (“Agency”), an independent corporation, and legally recognized fire and/or rescue volunteer agency in the County (individually “Party;” collectively “Parties”).

I. AGREEMENT:

A. The County is providing the Agency with one (1) _____ (“vehicle”) for use with the care and treatment of individuals in need of immediate medical care and provision.

II. TERMS:

A. This Agreement shall commence on _____ and be in legal effect for the life of the vehicle. Unless terminated, this Agreement shall be continuous if the Agency is actively engaged in emergency response in the County Public Safety System and the Agency is in good standing as determined by the County’s Fire and Rescue Commission.

B. If the Agency is in good standing with the County’s Fire and Rescue Commission and/or the Agreement is still valid and existing between the Parties, the vehicle will not be taken or removed from the Agency by the County without mutual, written consent. The Agency may purchase the vehicle from the County at any time during the Agreement’s term for the vehicle’s fair market value as determined by an average valuation given by three (3) reputable ambulance vendors chosen by the County’s Public Safety Director, or his/her designee.

C. This Agreement may be cancelled, in writing, by either Party with at least sixty (60) days written notice to the other Party. If the Agreement is cancelled, the Agency shall return the vehicle to the County within three (3) days of said cancellation.

D. The Agency shall be responsible to maintain the vehicle and bear the cost, solely, for any repair associated with normal operation(s) of the vehicle. The Agency shall maintain the proper annual service on the vehicle.

E. It shall be the sole responsibility of the Agency to notify, as soon as possible, the County’s Public Safety Department of any issues arise with the vehicle.

F. Acceptance of the vehicle by the Agency will not negatively affect any future funding by the County.

G. At its own expense, the Agency receiving the vehicle may paint, letter, wrap, and/or design the vehicle at its discretion. The County shall be permitted to place “Public Safety” markings on the side of the driver’s and passenger’s side doors of the cab and one (1) County Public Safety

Department decal on the back of vehicle in a discrete location. The County, at its own expense, shall provide said decals to be placed on all vehicles.

H. In addition to any and all other rights a Party may have available according to law, if a Party defaults by failing to substantially perform any provision, term, or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other Party may terminate the Agreement by providing written notice to the defaulting Party. This notice shall describe with sufficient detail the nature of the default. The Party receiving such notice shall have thirty (30) days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

I. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either Party's reasonable control ("Force Majeure"), and if the Party unable to carry out its obligations gives the other Party prompt written notice of such event, then the obligations of the Party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm, or other similar occurrence, orders, or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, or work stoppages. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a Party if committed, omitted, or caused by such Party, or its employees, officers, agents, or affiliates.

J. The legal venue for any litigation arising out of this Agreement shall be the appropriate Court in the County of Pittsylvania, Virginia. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.

K. This Agreement contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the Parties.

L. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a Court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

M. This Agreement may be modified or amended in writing by mutual agreement of the Parties, if the writing is signed by the Party obligated under the amendment.

N. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address

set forth in the Agreement's opening paragraph, or to such other address as one (1) Party may have furnished to the other in writing.

O. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

P. In any action arising hereunder, or any separate action pertaining to the validity of this Agreement, each Party shall its own attorneys' fees, litigation fees, or other legal expenses. requiring

Q. The rule construction or interpretation against the drafter is waived. The Agreement shall be deemed as if it were drafted by both Parties in a mutual effort.

R. This Agreement shall inure to the benefit of, and shall bind the heirs, successors, and assigns of the Parties.

S. No assignment of the Agency's rights under this Agreement shall be made without the County's prior written consent.

III. LIABILITIES:

A. The Agency indemnify, hold, and save harmless the County, its officers, agents, employees, and volunteers from any and all losses, expenses, costs and claims, including but not limited to costs of investigation, all reasonable attorneys' fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection with the Agency, its agents', subcontractors', employees', or volunteers' negligence or wrongful acts or omissions in connection with its performance of this Agreement. Nothing contained in this Contract shall be deemed to be a waiver of the County's sovereign immunity.

Witness the following signature and seals:

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

PITTSYVLANIA COUNTY, VIRGINIA

By: _____
Name (Printed): _____
Its: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF _____:

BE IT REMEMBERED, that before me on this ___ day of _____, 2020, appeared _____, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day set forth above.

NOTARY PUBLIC

APPROVED AS TO FORM

J. Vaden Hunt, Esq.
Pittsylvania County Attorney

By: _____
Name (Printed): _____
Its: _____

COMMONWEALTH OF VIRGINIA
COUNTY/CITY OF _____:

BE IT REMEMBERED, that before me on this ___ day of _____, 2020, appeared _____, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day set forth above.

NOTARY PUBLIC