

BOOK 33**VIRGINIA:**

At a joint meeting of the Board of Supervisors of Amherst County and the Emergency Services Council held at the Administration Building thereof on Tuesday, the 19th day of July 2011 at 4:30 p.m. at which the following members were present and absent:

BOARD OF SUPERVISORS:

PRESENT:	Ms. C. Tucker	ABSENT:	Mr. R. Curd
	Mr. F. Campbell		
	Mr. D. Kidd		
	Ms. J. Roberson		

EMERGENCY SERVICES COUNCIL:

PRESENT:

- Mr. G. Roakes
- Mr. E. Cash
- Mr. D. Tucker
- Mr. T. Shrader
- Ms. G. Hash
- Ms. C. Tomlin
- Mr. C. Singleton

Ms. C. Tucker, Chair, called the meeting to order.

IN RE: APPROVAL OF AGENDA

Mr. D. Kidd moved approval of the agenda.

AYE: Ms. C. Tucker, Mr. F. Campbell, Mr. D. Kidd, Ms. J. Roberson

NAY: None

ABSENT: Mr. R. Curd

AGENDA

**TUESDAY, JULY 19, 2011
ADMINISTRATION BUILDING – 153 WASHINGTON STREET
SCHOOL BOARD MEETING ROOM
4:30 P.M. - JOINT MEETING WITH EMS COUNCIL**

- I. Call to Order**
- II. Approval of Agenda**
- III. Brief Overview of each Department – Chiefs/Captains**
- IV. Volunteer Recruitment/Retention – Ernie Cash**
- V. Funding Resolution**
- VI. MOA/MOU: Tom Shrader**

VII. Adjourn

IN RE: BRIEF OVERVIEW OF EACH DEPARTMENT

The Emergency Services Council Members each gave a brief overview of their department after which the Board of Supervisors had a group discussion and the Emergency Services Council answered their questions.

IN RE: VOLUNTEER RECRUITMENT/RETENTION-ERNIE CASH

Mr. E. Cash addressed the Board of Supervisors with concerns and request that the Board of Supervisors consider supporting EMS personnel through the media with 9/11 approaching.

IN RE: RESOLUTION 2011-0013-R

The Board of Supervisors and the Emergency Services Council had a group discussion on the pros and cons of this resolution.

Ms. C. Tucker stated that due to Mr. R. Curd being so actively involved and being unable to attend that no action would be taken at this time.

IN RE: MOA/MOU: TOM SHRADER

MEMORANDUM OF UNDERSTANDING

This day comes Amherst County Board of Supervisors (hereinafter BOS) and Amherst Fire Department (hereinafter AFD) who enter this Memorandum of Understanding dated the ____ day of _____, 2011.

WHEREAS, AFD recognizes financial constraints faced by BOS, the need to maintain a low tax rate for citizens and businesses of Amherst County as well as the multiple financial needs faced by BOS and provision of emergency services required by citizens and businesses of Amherst County; and

WHEREAS, BOS recognizes the demands on volunteer emergency service providers in Amherst County as well as their families and services which volunteers provide to the citizens and businesses of Amherst County as well as the obligation of BOS to provide fire protection and emergency assistance at all times; and

WHEREAS, AFD and BOS recognize the need for specialized equipment for emergency service providers, expenses involved with the purchase and maintenance of this specialized equipment, insurance needs for this equipment and the active and auxiliary volunteers in Amherst County as well as day-to-day general operating expenses such as fuel and supplies and the need for a mass communication system in emergency situations; and

WHEREAS, AFD and BOS recognize this BOS cannot bind future Boards of the County of Amherst and current Officers of AFD cannot bind future Officers of AFD.

NOW THEREFORE, in recognition of the financial constraints faced by BOS and services rendered by AFD, BOS and AFD agree to the following:

1. BOS will designate a point of contact to be utilized by AFD on all purchases where it is a financial benefit for AFD to purchase equipment and supplies through the "State Contract"; and
2. BOS will continue to maintain an Emergency Response System and provide AFD not less than _____ individual notification units; and
3. BOS will continue to maintain insurance coverage on all rolling equipment utilized by AFD which meets minimum standards for ISO ratings and ultimately reduces fire insurance premiums for citizens and businesses in Amherst County; and

4. BOS will use its best efforts to avoid adoption of SOGs, SOPs, or other policies which could lead to an "unfunded mandate" for AFD; and
5. BOS will continue to maintain worker's compensation insurance on not less than _____ active firefighters for AFD on an annual basis as well as non-active firefighters that serve in an auxiliary capacity to render services to AFD and the county; and
6. BOS will continue to provide diesel fuel and gasoline for rolling equipment of AFD as it currently does; and
7. BOS will continue to fund general operating expenses for AFD on an annual basis of not less than _____; and
8. BOS will use its best efforts to fund capital improvements, and capital purchases for AFD in an amount not less than _____ on an annual basis.
9. Continue to maintain building insurance and contents insurance.
10. Provide funding for SCBA testing, ladder testing, and _____.
11. Provide capital for replacement of "rolling equipment".

MEMORANDUM OF UNDERSTANDING

AFD will continue to do the following:

1. Maintain insurance at the sole expense of AFD on rolling equipment that does not meet ISO standards for fire insurance rates; and
2. Advise and forewarn BOS any time an "unfunded mandate" comes to the attention of AFD of which BOS might not be aware; and
3. Continue to provide access to its building and equipment to fellow volunteers of both fire and rescue in the County of Amherst and the employees of Amherst County Department of Public Safety; and
4. Abide by minimum standards adopted by Amherst County Emergency Service Council and to use its best efforts to meet all State and Federal regulations when adopted; and
5. Continue to provide financial information to BOS as requested; and
6. Work with the Amherst County Department of Public Safety, the Amherst County Emergency Service Council, and the BOS to provide emergency response services to the citizens and businesses of Amherst County and our neighbors in a professional and cost effective manner.

_____, Chairman
Amherst County Board of Supervisors

_____, Chief
Amherst County Fire Department

Drafted: June 21, 2011

Mr. T. Shrader addressed the Board of Supervisors regarding the Memorandum of Understanding.

Ms. C. Tucker asked Mr. T. Shrader whether or not they would still want this the Memorandum of Understanding if the Resolution was not adopted and was informed that they would still want it.

No action taken due to Mr. R. Curd being unable to attend.

IN RE: ADJOURNMENT

On motion of Mr. D. Kidd and with the following vote, the Board moved to adjourn.

AYE: Ms. C. Tucker, Mr. F. Campbell, Mr. D. Kidd, Ms. J. Roberson

NAY: None

ABSENT: Mr. R. Curd

Claudia Tucker, Chair
Amherst County Board of Supervisor

Steve Crosby, Interim County Administrator