

Bradley E. Grose, Mayor  
Robert R. Altice, Council Member  
Carolyn D. Fidler, Vice Mayor  
Matthew S. Hare, Council Member  
William "Wes" Nance, Council Member



Vinton Municipal Building  
311 South Pollard Street  
Vinton, VA 24179  
(540) 983-0607

**Vinton Town Council  
Regular Meeting  
Tuesday, February 7, 2012**

**AGENDA**

Consideration of:

- A. 5:30 p.m. - WORK SESSION**
  - 1. Water and sewer cost of services study
- B. 7:00 p.m. - ROLL CALL AND ESTABLISHMENT OF A QUORUM**
- C. MOMENT OF SILENCE**
- D. PLEDGE OF ALLEGIANCE TO THE U. S. FLAG**
- E. CONSENT AGENDA**
  - 1. Consider approval of minutes for the regular Council meeting of January 17, 2012.
- F. AWARDS, RECOGNITIONS, PRESENTATIONS**
  - 1. Presentation of Rainbow Wishes to Vinton War Memorial – Billy Martin on behalf of the Jefferson High School Class of 1961
  - 2. Roanoke Regional Partnership Annual Update – Beth Doughty
  - 3. Introduction of Gary Woodson, new Public Works Director
- G. CITIZENS' COMMENTS AND PETITIONS - This section is reserved for comments and questions for issues not listed on the agenda.**
- H. TOWN ATTORNEY**

**I. TOWN MANAGER**

**ITEMS REQUIRING ACTION - NEW BUSINESS**

1. Consider adoption of a Resolution allowing the Town Treasurer/Finance Director to remove outstanding Personal Property delinquent taxes over five years old from the active records to a permanent file.

**BRIEFINGS**

2. Mutual Aid Agreement between Bedford County, Roanoke County and the Town of Vinton.
3. General update on revenues and expenditures for FY2012-2013.

**J. MAYOR**

**K. COUNCIL**

1. Finance Committee Report – November 2011 and December 2011

**L. ADJOURNMENT**

**NOTICE OF INTENT TO COMPLY WITH THE AMERICANS WITH DISABILITIES ACT.**  
Reasonable efforts will be made to provide assistance or special arrangements to qualified individuals with disabilities in order to participate in or attend Town Council meetings. Please call (540) 983-0607 at least 48 hours prior to the meeting date so that proper arrangements may be made.

**NEXT TOWN COUNCIL MEETING:**

- February 21, 2012 – 6:30 p.m. – **Council in the Neighborhood Meeting** – W. E. Cundiff Elementary School, 1200 Hardy Road

MINUTES OF A REGULAR MEETING OF VINTON TOWN COUNCIL HELD AT 7:00 P.M. ON TUESDAY, JANUARY 17, 2012, IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING LOCATED AT 311 SOUTH POLLARD STREET, VINTON, VIRGINIA.

MEMBERS PRESENT: Bradley E. Grose, Mayor  
Carolyn D. Fidler, Vice Mayor  
Robert R. Altice  
Matthew S. Hare  
William W. Nance

STAFF PRESENT: Christopher S. Lawrence, Town Manager  
Elizabeth Dillon, Town Attorney  
Susan N. Johnson, Town Clerk  
Consuella Caudill, Assistant Town Manager/Economic Development Manager  
Ben Cook, Police Chief  
Barry Thompson, Finance Director/Treasurer  
Lauren Hodges, Facility Manager  
Joey Hiner, Assistant Public Works Director

**The Mayor called the meeting to order at 7:00 p.m.** Roll call  
The Town Clerk called the roll with Council Member Altice, Council Member Hare, Council Member Nance, Vice Mayor Fidler, and Mayor Grose present.

**The Mayor welcomed those in attendance.** Before the Moment of Silence, the Mayor mentioned Mike Faw, Public Works employee, who is having heart surgery, and Police Officer Chris Hays and his family in the loss of their infant daughter. After a Moment of Silence, Mr. Altice led the Pledge of Allegiance to the U.S. Flag.

Mr. Altice made a motion to approve the consent agenda as presented; the motion was seconded by Mr. Nance and carried by the following vote, with all members voting: Vote 5-0; Yeas (5) - Altice, Hare, Nance, Fidler, Grose; Nays (0) - None.

**Mr. Nance read a letter from Chief Cook naming MPO Scott Hurt, Officer Stephen Foutz and Officer Michael Byrd as Officers of the Month of December 2011.**

The Town Manager announced that Craig Sheets, an alternate member on the Town's Board of Zoning Appeals, has submitted his resignation due to a new position out of town. He indicated that a work session will be scheduled for the first meeting in February to

Approved minutes of December 20, 2011; adopted Resolution No. 1949 reappointing James Warren Childress, II to the Highway Safety Commission; adopted Resolution No. 1950 reappointing Fred L. Swisher to the Highway Safety Commission

present the cost of services study, which is the water and sewer rate study. The Town Manager also acknowledged Mike Faw and the Hays family.

The Town Manager made brief comments on the first item requiring action—the final design and location of the William Byrd High School's electronic message board at the intersection of Washington Avenue and Bypass Road. He referred Council to their agenda packet and the staff report which indicates that all the zoning requirements have been met as well as all the requirements in the Memorandum of Understanding.

The Mayor opened the floor for public comments. Mike Stovall, Vinton School Board representative, indicated that the project will be put out to bid once the vote is cast.

Robert M. Obenchain of 1041 Washington Avenue asked if the six foot height is from the ground level or from the base level. The Town Manager responded that it is from the ground level to the top of the sign. He then asked about the landscaping, planting of shrubbery and the Town Manager responded that vegetation would be planted. The sign will be constructed first and after consultation with the neighbors, the type of vegetation will be decided.

Walter Darnell, Jr. of 1035 Washington Avenue asked if there was a picture of the back of the sign. Mr. Stovall responded that it will be brick and the sign will be encased inside the brick.

Peggy Harman of 644 Dillon Drive asked if the sign is V-shaped, how it will be situated on the lot. Mr. Nance referred to the aerial view with the red mark indicating the location of the sign.

Mr. Darnell asked who has the responsibility to maintain the area now. The Town Manager indicated that the Town will maintain the overall right-of-way corner as they always have, but the actual sign and its vegetation will be the responsibility of the school.

William Henderson of 727 Arcadia Circle asked if there were any other sites considered at all and made other comments supporting his opinion that the location does not seem right.

The Mayor made brief comments and indicated that he is comfortable with the information that has been presented.

Mr. Nance made a motion that Council approve the final design and location of the electronic message board sign and then made brief comments thanking the citizens for their input. The motion was then seconded by Mr. Hare and carried by the following roll call vote, with all members voting: Vote 3-2; Yeas (3)-Hare, Nance, Grose; Nays (2)-Altice, Fidler.

Vice Mayor Fidler stated that she voted against the sign because of the location and thinks there is a better location.

Mr. Obenchain asked when the sign will be completed. Mr. Stovall indicated that they would have to go out to bid and once the bids are back in and a decision is made that possibly work could begin in March. Mr. Stovall then commended the Town Manager during this whole process for his cooperation and quick response in providing information as requested.

Mr. Hare asked Mr. Stovall to ensure that neighbors will not be inconvenienced during the construction of the sign and he indicated they would not.

Mr. Altice indicated that he did not support the sign because citizens are already questioning the safety of the intersection and he thinks it will create more of a safety issue.

The next item related to an Ordinance to amend Ordinance No. 915 and Deed of Easement, approved on June 21, 2011, relating to conveyance of an access easement to Eula B. Ayers to amend the amount of insurance coverage. The Town Manager indicated that Kathy Stafford, the owner's daughter, was not able to secure insurance coverage in the amount of \$2 million and asked that the amount be reduced. Staff is recommending that the actual amount of insurance be removed from the actual Deed of Easement, but that \$1 million be the new amount required. Mr. Altice made a motion to approve the Ordinance and the motion was seconded by Vice Mayor Fidler.

Mr. Hare asked what forces the \$1 million insurance if it is not going to be in the Deed. The Town Manager indicated that Staff would write a letter indicating the amount that the Town is requiring and the Town Attorney

Approved final design and location of the WBHS electronic message board monument sign at the intersection of Washington Avenue and Bypass Road with 3-2 vote.

explained that the Deed of Easement states that insurance coverage is acceptable to the Town and there is also a hold-harmless clause that protects the Town. The motion carried by the following roll call vote, with all members voting: Vote 5-0; Yeas (5) - Altice, Hare, Nance, Fidler, Grose; Nays (0) - None.

The Mayor made brief comments about the Martin Luther King, Jr. holiday that was just celebrated and the impact he had on our Nation towards freedom and equality for everyone.

The Town Manager reminded everyone of the next Council in the Neighborhood meeting on February 21, 2012, at W. E. Cundiff Elementary School.

Vice Mayor Fidler moved that the meeting be adjourned, the motion was seconded by Mr. Hare and carried by the following vote, with all members voting: Vote 5-0; Yeas (5) - Altice, Hare, Nance, Fidler, Grose; Nays (0) - None. The regular meeting was adjourned at 7:37 p.m.

Council then went into work session. Consuella Caudill briefed Council concerning a proposed use for the Vinton Health Department Building. A partnership is being formed between The Advancement Foundation and Rowe Furniture to put together a job training program for their clients who are typically low-income, unemployed individuals who want to get some training to be able to get back into the workforce and have their own source of income.

Rowe would propose to bring three of their commercial sewing machines that they utilize in making furniture and do training on a one-on-one basis with three or four individuals over a 4-12 week period. Then these individuals would have the skill set to become employed with a company that uses these similar skill sets. They will also work on soft skills such as showing up on time, being consistent, having right attitude about work and being able to converse with a manager or supervisor.

The Town has been contacted to see if there is space available for this program and Ms. Caudill thought of the Health Department. The Charity Cottage does have space upstairs in their current building, but having to take the equipment to a second floor location

Adopted Ordinance No. 921 to amend Ordinance No. 915 and Deed of Easement, approved on June 21, 2011, relating to conveyance of an access easement to Eula B. Ayers to amend the amount of insurance coverage.

Regular meeting adjourned at 7:37 p.m.

presents a problem and there are also some zoning issues.

The Health Department would be suitable for the program and would only require some minor permits for some pneumatic air that they would have to use. The Fire Department did not see any problems and there is no change of use. Some issues may relate to utility charges, but an agreement would be worked out based on usage by each tenant. Ms. Caudill asked if Council would approve of the use by The Advancement Foundation and if so, would they want to charge rent. She indicated that the top floor is in need of some upgrading in the event the building wanted to be marketed for sale. When prospects come to Town she tries to push them to privately owned properties since she wants our citizens to prosper first. An RFP was done in November for State space, but she has not heard anything.

Mr. Altice stated he thought we were interested in selling the building. Ms. Caudill said that had been discussed and there is a current month to month lease with the Health Department. Vice Mayor Fidler asked if the load bearing had been checked, but it was indicated that these particular machines are not that heavy.

Mr. Nance asked if we know the Health Department's long-term plans with the part they are leasing now and Ms. Caudill said has not been contacted by them. Mr. Altice commented again that he would like to see it sold and if we use it for commercial use it might downgrade the building.

The Town Manager indicated that one of the short-term benefits is that we have the unique opportunity to at least begin a workforce development relationship which we do not currently have in Town. Ms. Caudill said she has contacted Virginia Western about such a program and they want to do it on campus. This is a great opportunity to make a connection with a corporate sponsor

The Mayor asked if we agreed to do this would we have a contract. Ms. Caudill indicated that a lease would be prepared setting forth specifics such as utility costs, the exact term of lease and a provision for notice to the tenant should the building be sold.

The Town Manager wants to know if there is enough consensus from Council for Staff to proceed with

negotiations with The Advancement Foundation and Rowe for this program. Mr. Hare asked if this would have any impact on the CDBG Grant application. Ms. Caudill indicated it would help on the LMI component of being able to reach that segment of the population and that we are providing a program for them.

Mr. Nance asked what the actual cost to the Town is having the building sitting there partially empty. We have money invested in the building and every year what are we putting in citizens' dollars toward that building. Is allowing this use delaying us from making a long-term decision on this building?

Mr. Hare expressed concern that when someone starts using the building will issues arise that will necessitate repairs. Ms. Caudill indicated that we maintain the building to the extent that it needs it. Vice Mayor Fidler said it is not something that we cannot cancel or re-evaluate and she feels it would be better to have someone in there rather than it sit empty. Mr. Hare reminded Council that in the strategic planning we wanted to sell it. The Town Manager commented that the building was built in 1983 and the rent received off the Health Department lease has paid for the building. The cost right now is around 40 percent of the utilities and if a tenant could cover operating expenses, it would be a help in the short-term. We would need to get a new appraisal.

The Mayor commented that he did not want the Town to commit to something that would hinder the sale of the property if the opportunity did arise, but he thought it was a good idea for the short term.

The Town Manager indicated that Ms. Caudill would go back to The Advancement Foundation and discuss the options available and make a report back to Council for further consideration. Also, Staff can also have a new appraisal done and talk with a real estate agent and report back to Council as well.

Lauren Hodges next gave a power point presentation as a further update on the War Memorial Business Plan. Ms. Hodges stated that the 2011 revenues are going to come in above the projection at \$126,778 and there were a total of 141 events with approximately 11,000 guests. An update was also provided on the facility as well as comments about two events.

Ms. Hodges then commented that a new marketing strategy of 20% off for new customers has brought some new business. Other strategies being used are matching or beating prices of comparable venues and joining an online network called WeddingWire.

A new approved caterer agreement has been created which increases the number of caterers allowed to no less than 10 and no more than 15. Guidelines also require any caterer to submit an application between March-May; a \$75 application fee will be charged for new caterers to cover administrative costs; there are expectations of each caterer to bring business to War memorial; the possibility of removing a caterer from the list who is seen the least over a one year period; and renaming and restructuring the Kitchen Usage Fee to use a caterer not on the approved list to be based on the number of guests.

Mr. Hare asked if the least caterer had 12 of all the events for the year would we remove them. Ms. Hodges indicated there is one caterer on our current list that they saw one time last year and every event is not catered. The Town Manager also commented that he asked if they have a caterer that is only seen one time but it is the biggest or most profitable event would they be removed. The new policy gives the manager some discretion based on each event. Mr. Nance said he liked Ms. Hodges' aggressiveness.

Mr. Hare asked if these changes would take us to the next level. We are at \$126,000. How do we get to \$200,000? Ms. Hodges commented that she did not know if having more caterers on our list will make a difference. The Town Manager then commented on the current economy and its effect on the number of events because businesses have cut back on the number of events and the price they are willing to pay. However, this facility was designed as a community facility and the community is using it.

The Mayor asked if he understood that the \$500.00 flat fee is no longer charged if a caterer on the approved list is not used, but the fee will be based on number of guests. Ms. Hodges responded in the affirmative.

Ms. Hodges commented that because we are a special events space they are having problems with getting business for the Monday through Friday daytime. They are willing to drop their fees to get this new business and to be competitive.

The Mayor asked if we could tell how many of the guests are local and how many are from out of town. Ms. Hodges indicated that she could go back and create such a report based on zip codes.

Mr. Hare complimented Ms. Hodges on the job she was doing but wanted to remind Council that as we go into another budget cycle that we pushed for the plan update to do something different because of the amount of money we are losing in the building. This plan is not closing the gap. Mr. Hare asked Ms. Hodges if she could get a report on the week day market in the Valley and see how we might win some of that market. The Mayor said that we do need to match other facilities prices to be competitive. Mr. Hare then commented that we need flexibility to be competitive in this market.

The Town Manager mentioned that the team identified that bringing the catering in house would be more profitable, but there is a lot of risk involved in the up-front costs.

The Town Manager asked Council if the February 7<sup>th</sup> meeting could start at 5:30 p.m. with a work session on the cost of services study and Council agreed. He also gave an update on the Public Works Director position indicating that they will be interviewing four candidates

The work session was adjourned at 8:40 p.m.

APPROVED:

\_\_\_\_\_  
Bradley E. Grose, Mayor

ATTEST:

\_\_\_\_\_  
Susan N. Johnson, Town Clerk



THE TOWN OF  
**VINTON**  
VIRGINIA

February 2, 2012

## **PRESS RELEASE**

### **Public Works Director to Begin March 1**

Town Manager, Chris Lawrence, has announced the hiring of the Town's Public Works Director. Following a comprehensive recruitment and interviewing process, which included members of the Public Works staff and other Town department heads, Gary W. Woodson has accepted the position.

Woodson is a Roanoke native and a graduate of Northside High School as well as Old Dominion University where he earned a degree in Civil Engineering.

Since college, Woodson has acquired 27 years of experience in the areas of geotechnical, environmental, water resources, civil design, survey and general and heavy civil construction. He spent 12 years in the construction and private consulting sector followed by 15 years in municipal government. Most recently, Woodson has been employed by the City of Suffolk, Public Works Department, Engineering Division, where he supervised many teams and groups within Engineering, Stormwater Management and Maintenance Operations for the past 11 years. He also worked for the City of Chesapeake as a Plan Review Engineer and served as Project Engineer on various Public Works Department projects.

Lawrence states that he is extremely pleased with Woodson's preparation and experience as well as with the new director's overall approach to public sector project management. "He is going to be an excellent addition to the Town's leadership team as well as a strong Public Works Director. Our staff members are going to benefit and grow under Gary's direction and the Town is going to greatly benefit from his wealth of knowledge in many areas pertinent to Vinton's needs and future projects." Woodson will be on hand to meet Town Council on Tuesday February 7<sup>th</sup> and will officially assume the Director's duties March 1.

The position became vacant in mid-December when Mike Kennedy left the post to accept a similar position in the City of Lexington.

**TO:** TOWN MANAGER'S OFFICE

**FROM:** Barry W. Thompson, Finance Director/Treasurer

**DATE:** February 3, 2012

**SUBJECT:** Delinquent Tax Write-Off

**ISSUE/PURPOSE:** To notify Council of 2006 Personal Property Tax Write off performed in the Roanoke County Personal Property Tax System.

2006 Personal Property Taxes in the amount of \$3,444.32 were written off according to State Code. The Delinquent listings are available in the Treasurer's office

**ACTION REQUESTED:** Adoption of Resolution

**JUSTIFICATION/:**

**SUMMARY:** According to State Code Section 58.1-3940, property taxes over five years old are not collectible. Also, according to State Code, these taxes may not be written off until after December 31<sup>st</sup> of the year for which such taxes were assessed. All efforts were made to collect the taxes including reporting them to the State Debt Set-Off Program.

**DATE ACTION NEEDED:** February 7, 2012

**ATTACHMENT:** Resolution

**RESOLUTION NO.**

**AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, February 7, 2012 AT 7:00 PM IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA**

**WHEREAS,** the Town of Vinton is maintaining records of outstanding Personal Property delinquent taxes for 2006 in the amount of \$3,444.32.

**WHEREAS,** the personal property taxes are over five years old and not collectible as prescribed by Section 58.1-3940, of the 1950 Code of Virginia as amended; and,

**WHEREAS,** the Finance Department has made all efforts to collect on these balances and has turned them over to collections and the State of Virginia Debt Set-Off Program.

**NOW, THEREFORE, BE IT RESOLVED** that the Vinton Town Council does hereby direct the Town Treasurer/Finance Director to have the outstanding accounts removed from the active records and placed in a permanent file where, if the opportunity arises, the accounts may be collected.

Adopted on motion made by Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, with the following votes recorded:

AYES:

NAYS:

APPROVED:

\_\_\_\_\_  
Bradley E. Grose, Mayor

ATTEST:

\_\_\_\_\_  
Susan N. Johnson, Town Clerk

**BEDFORD COUNTY, ROANOKE COUNTY, AND THE TOWN OF  
VINTON REGIONAL AGREEMENT  
FOR  
EMERGENCY FIRE & EMS SERVICES**

**THIS MUTUAL AID AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the **BOARD OF SUPERVISORS of the COUNTY OF BEDFORD, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, the **BOARD OF SUPERVISORS of the COUNTY OF ROANOKE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, and the **TOWN OF VINTON**, a political subdivision of the Commonwealth of Virginia

**WITNESSETH:**

**WHEREAS**, the parties to this Agreement have previously adopted resolutions authorizing participation in the Statewide Mutual Aid Program, which was developed to assist localities to more effectively and efficiently exchange services and resources, especially in response to a *major disaster or state- or locally-declared state of emergency*; and which program is intended to be supplemental to day-to-day mutual aid agreements between adjacent or nearby localities; and

**WHEREAS**, the parties to this Agreement have each adopted resolutions authorizing the execution of this Mutual Aid Agreement; by the Board of Supervisors of the County of Bedford, Virginia, on December 12, 2011; by the Town Council of the Town of Vinton, Virginia, on \_\_\_\_\_, 2011; and by the Board of Supervisors of the County of Roanoke, Virginia, on \_\_\_\_\_, 2011, respectively;

**WHEREAS**, the parties hereto have determined that the provision of Emergency Fire and EMS Services across jurisdictional lines in accordance with such a local mutual aid agreement will increase the ability of the parties to preserve the health, safety, and welfare of the citizens of each of the localities involved; and

**WHEREAS**, VA. CODE ANN. §27-2 and §27-4 (Repl. Vol. 2004) and VA. CODE ANN. §44-146.20 (Repl. Vol. 2002) authorize local governments to establish and carry into effect a plan to provide mutual aid;

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

**Section 1. Definitions.**

The following terms shall have the meaning ascribed to them below, unless the context clearly requires a different meaning:

**Emergency** -- *A serious, unexpected situation or occurrence requiring immediate response by fire and/or emergency medical services.*

**Mutual Aid Agreement** – *An agreement between two or more jurisdictions to provide assistance in the form of personnel, equipment or expertise upon request, one to the other, (a) once the requesting jurisdiction has depleted its resources or is in imminent danger of depleting its resources as the result of incident demands and needs additional resources to mitigate the incident, and/or resources to respond to additional calls-for-service in its jurisdiction while it is engaged in other emergency response activities, or (b) in the event that specialized personnel, equipment or expertise needed to respond to a particular fire or medical emergency is not available in the requesting jurisdiction.*

## **Section 2. Procedure for Request/Provision of Mutual Aid.**

When an actual or threatened emergency exists within the boundaries of any of the parties hereto, as a result of, or due to the imminence of fire, rescue/EMS incident, flood, tornado, hurricane, hazardous materials accident, severe storm, or other emergency incident that supersedes the party's ability to mitigate successfully, the affected party shall notify the other parties to this Agreement of such emergency and its need for emergency aid or assistance. Such request may be made by orally communicating a request for mutual aid assistance to an authorized representative of a party to this Agreement, specifying the nature, extent, and location of the requested assistance. When contacted by a requesting party, such authorized representative shall immediately assess local resources to determine available personnel, equipment and other assistance and advise the requesting party. Assistance shall be rendered according to the procedures established in the Operation Plan developed and agreed upon by the parties to this Agreement, pursuant to the provisions in Section 3 herein.

Each party shall designate an official or officials empowered to request assistance under this Agreement. The designated official(s) shall also be the person to whom the requesting jurisdiction shall direct its notice of need for emergency aid or assistance. Officials authorized to request and render mutual aid assistance hereunder are designated in Attachments B and C of this Agreement.

## **Section 3. Operation Plan.**

The mutual aid assistance to be rendered under this Agreement shall be provided in accordance with the Operation Plan attached hereto as Attachment A, which provisions are incorporated herein by reference. The plan shall outline procedures to be followed in responding to a request for assistance, and for the process of revenue recovery if applicable. The parties shall annually review this Agreement and, if necessary, propose amendments to procedures in requesting assistance. Any proposed amendment shall not be effective until approved by written memorandum by the governing bodies of the parties to this Agreement.

Any party to this Agreement requested to render mutual aid assistance shall take such action as is necessary to provide and make available the resources covered by this Agreement in

accordance with the provisions hereof; provided that it is understood that the party rendering aid may withhold resources to the extent necessary to provide reasonable protections within its own jurisdiction.

#### **Section 4. Governmental Immunity and Responsibility.**

(a) It is understood that for the purpose of this Agreement, the assisting party is rendering aid once it has entered the jurisdictional boundaries of the party requesting assistance.

(b) When the assisting party is operating under the terms of this Agreement on any call beyond the corporate limits of its jurisdiction, it shall be deemed to be operating in a governmental capacity, and subject only to such liability as it would be if it were operating within the corporate limits of its own jurisdiction. The requesting jurisdiction assumes no liability for the actions of the agents of the assisting jurisdictions, nor does the assisting jurisdiction assume any liability for the actions of the requesting jurisdiction.

(c) This agreement shall not be construed to impair or affect any sovereign or governmental immunity or official immunity from liability that may be enjoyed by any officer, agent, or employee of the parties of said Agreement.

(d) Notwithstanding any other provisions of this Agreement, the services performed and expenditures made under this Agreement shall be deemed to be for public and governmental purposes. The requesting jurisdiction will be responsible for replacing any expended consumable supplies, either borrowed from another jurisdiction, or consumed in the course of rendering aid by the assisting party.

#### **Section 5. Indemnification and Insurance.**

(a) As provided for in VA. CODE ANN. §27-2 (Repl. Vol. 2004), each party to this Agreement agrees to waive any and all claims against all the other parties hereto which may arise out of their activities outside their respective jurisdictions under such Agreement.

(b) Each party to this Agreement shall be responsible for its own actions and those of its employees and is responsible for complying with the Virginia Workers' Compensation Act, as it may be applicable to each party.

(c) Each party to this Agreement shall be responsible for its own actions and is responsible for complying with the Virginia motor vehicle financial responsibility laws. Each party hereto agrees to obtain automobile liability coverage with a limit of at least \$1,000,000 combined single limit and coverage for owned, non-owned, and hired vehicles, or maintain a comparable self-insurance program. It is understood that the local government may include in the emergency response volunteer companies that have motor vehicles titled in the name of the volunteer company. It is the responsibility of each party to this Agreement to determine if the volunteer company has appropriate liability coverage as outlined in this section.

(d) To the extent permitted by law and without waiving sovereign immunity, each

party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each party hereto agrees to obtain general liability, public official's liability and law enforcement liability, if applicable, with minimum single limits of no less than \$1,000,000, or maintain a comparable self-insurance program.

(e) Each party shall provide sufficient evidence of coverage provided in the form of a Certificate of Insurance or Letter of Credit, or certify in writing that it maintains a comparable program of self-insurance.

#### **Section 6. Employee Benefits.**

(a) All the immunities from liability and exemptions under laws, ordinances, and regulations which the party's firefighters, rescue or emergency medical technicians or attendants, agents, and employees have in their own jurisdiction shall be effective in the jurisdiction to which they are giving assistance.

(b) All pension, relief, disability, Workmen's Compensation and other benefits enjoyed by said employees in their own jurisdiction shall extend to the services they perform under this Agreement outside their respective jurisdictions.

#### **Section 7. Supervision and Control.**

(a) When providing assistance under the terms of this Agreement, the personnel, equipment, and resources of any assisting party will be under the **operational control** of the requesting party, which shall advise supervisory personnel of the assisting party of work tasks, for assignment to personnel. Direct supervision and control of personnel, equipment, and resources shall remain with the designated supervisory personnel of the assisting party. However, in the event that an authorized representative of the requesting party is not present at the site of requested assistance or is otherwise not immediately available to supervise, then, in accordance with VA. CODE ANN. §27-23.9 (Repl. Vol. 2004), the commander of the first company to arrive shall have general supervision and control of all participating companies and departments until an officer of the requesting political subdivision who is otherwise authorized by law to do so shall assume such general supervision and control.

(b) The parties shall notify each other of the title of the official(s) authorized to direct mutual aid activities within the requesting jurisdiction.

(c) Officers, employees, agents, and volunteers shall comply with the operational policies of their respective agencies. The parties agree to hold their own officers, employees, agents, and volunteers responsible and accountable for compliance with established operational policies of their respective departments.

**Section 8. EMS Revenue Recovery.**

The parties of this Agreement recognize the need for emergency medical services cost recovery in regards to ambulance transportation. Either party providing an emergency medical services transport unit (ambulance) to respond to the other party's locality on a mutual aid basis, may bill the patient (from the requesting jurisdiction) the standard and customary rates/fees utilized in rendering aid in provider's jurisdiction.

**Section 9. Duration.**

This Agreement shall become effective upon the execution by all parties and remain in effect from year to year until terminated by all parties hereto upon written notice setting forth the date of termination, which shall in no event be sooner than ninety (90) days following receipt of such written notice by parties hereto.

**Section 10. Entire Agreement.**

This Agreement, including Attachments as those Attachments may be modified from time to time by written agreement of the parties hereto and which Attachments are hereby incorporated by reference as a part of this Agreement, represents the entire and integrated Agreement between the parties and supersedes any and all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by all authorized representatives of all parties of said Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written:

Approved As To Form:

Date: 12/14/2011  
[Signature]  
County Attorney

THE BOARD OF SUPERVISORS of the COUNTY OF BEDFORD, VIRGINIA

By: [Signature] (SEAL)  
KATHLEEN D. GUZI  
County Administrator

THE BOARD OF SUPERVISORS of the COUNTY OF ROANOKE, VIRGINIA

By: \_\_\_\_\_ (SEAL)  
B. CLAYTON GOODMAN, III  
County Administrator

THE TOWN COUNCIL of the TOWN OF VINTON, VIRGINIA

By: \_\_\_\_\_ (SEAL)  
Chris Lawrence  
Town Manager

STATE OF VIRGINIA,

COUNTY OF BEDFORD to-wit:

The foregoing Agreement was acknowledged before me this 15<sup>th</sup> day of December, 2011, by Kathleen D. Guzi, County Administrator for the County of Bedford, Virginia on behalf of the BOARD OF SUPERVISORS of the COUNTY OF BEDFORD, VIRGINIA.

Nicole McCabe  
Notary Public

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

Nicole McCabe  
Notary Public  
Commonwealth of Virginia  
ID #263493  
My Commission Exp.: 9.30.2014

STATE OF VIRGINIA,

COUNTY OF ROANOKE to-wit:

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2011, by **B. Clayton Goodman, III, County Administrator for the County of Roanoke, Virginia on behalf of the BOARD OF SUPERVISORS of the COUNTY OF ROANOKE, VIRGINIA.**

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

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

STATE OF VIRGINIA,

TOWN OF VINTON to-wit:

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2011, by **Chris Lawrence, Town Manager for the Town of Vinton, Virginia on behalf of the TOWN COUNCIL of the TOWN OF VINTON, VIRGINIA.**

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

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



At a regular meeting of the Board of Supervisors of the County of Bedford, Virginia held at the Bedford County Administration Building on the 12<sup>th</sup> day of December 2011, beginning at 7:30 p.m.

<u>MEMBERS:</u>	<u>VOTE:</u>
Annie S. Pollard, Chairman	Absent
Gary M. Lowry, Vice-Chairman	Absent
Dale C. Wheeler	Yes
Charles Neudorfer	Yes
Roger W. Cheek	Yes
John Sharp	Yes
Steve Arrington	Yes

On motion of Supervisor Wheeler, which carried by a vote of 5-0, the following was adopted:

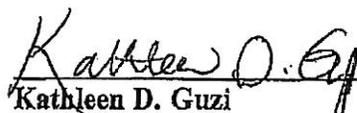
WHEREAS, the Board was presented with a Fire and Rescue Mutual Aid Agreement / Regional Agreement for Fire & EMS Services to be executed between Bedford County, Roanoke County, and the Town of Vinton, per the requirements of Virginia EMS regulations and as authorized under Virginia State Code for, "*The agreement between two or more jurisdictions to provide for the assistance in the form of personnel, equipment or expertise upon request.*"; and

WHEREAS, this agreement is similar to those in effect with other neighboring jurisdictions including the City of Lynchburg, Amherst County, Campbell County and Franklin County, in which it has been determined that the provisions of Emergency Fire and EMS Services across jurisdictional lines in accordance with such a local mutual aid agreement will increase the ability of the parties to preserve the health, safety, and welfare of the citizens of each of the localities involved; and

WHEREAS, these agreements are required by each of the twelve Bedford County Volunteer Rescue Squads and Fire Companies that are licensed by the Virginia Office of Emergency Medical Services to provide care to the sick and injured,

THEREFORE, **BE IT RESOLVED**, that the Board of Supervisors authorizes the County Administrator to sign the Regional Agreement.

A Copy-Teste:

  
 Kathleen D. Guzi  
 County Administrator