

Memorandum of Understanding
Between:
Friendship Fire Company
Citizens Fire Company
Shepherdstown Fire Department
Independent Fire Company
Blue Ridge Mt. Volunteer Fire Company
Middleway Volunteer Fire Department
Bakerton Fire Department
&
Jefferson County Emergency Service Agency

(UPDATED 3/9/2016)

I. Overarching Goal

Jefferson County is committed to operating a combination volunteer and career Fire and Emergency Medical Service (EMS) system to service the needs of the public in a cost effective manner. Primary emphasis will be to preserve and perpetuate the continuation of a predominantly volunteer system and to supplement the staffing needs of all Volunteer Fire Companies as required.

II. Purpose

The purpose of this agreement is to ensure sustainability; and where applicable, to provide a more economical and efficient fire and EMS service to the citizens of Jefferson County West Virginia through a partnership between the Jefferson County Volunteer Fire Companies/Departments, hereby referred to as Departments and the Jefferson County Emergency Services Agency.

III. Approach

Jefferson County West Virginia needs the flexibility to utilize our JCESA dual role providers as needed on emergency incidents. We are requesting to become a Fire Prevention Unit per W.Va. Code § 29-3-9(i) and W.Va. Code of State Rules Title 87, Series 6 that became effective October 22, 2014. We are developing a five year staffing plan with the Volunteer Chiefs that will improve our emergency response times and allow us to eventually cross staff suppression and extrication units. Currently JCESA provides career staffing to the Volunteer Fire Departments to assist with EMS responses during times of limited or reduced VFD staffing. With increased demands and limited resources available to the local Volunteer Fire Departments during the normal workday, peak periods of emergency service demands and major events, JCESA at the request of the Departments has been asked to augment their firefighting staff. Having a majority of JCESA personnel being dual trained, as EMS providers and W.Va certified firefighters, assigned staff could be utilized to support the Departments during fire and rescue operations when authorized by the W.Va Fire Commission. Transitioning the JCESA workforce from EMS to an EMS firefighting workforce will be a slow and methodical process to ensure the health and safety of staff and the needs of the Departments are met. The transition will be closely monitored and regulated

by the JCESA Board of Directors with advice and consultation from the JCESA Director, the Jefferson County Departments and the Jefferson County Volunteer Fire and Rescue Association. As of the ratification date of this MOU, all seven Departments are currently members of the Jefferson County Volunteer Fire and Rescue Association. Duties and responsibilities of the JCESA Board and the JCVFRA are listed in the West Virginia Code Chapter 7, Article 17. The goals of the JCESA Board, the Jefferson County Departments, the JCVRA and the JCESA Director are to ensure JCESA EMS/Fire staff are adequately trained, protected and equipped to carryout fire rescue and EMS activities. As the JCESA Director determines staff meet or exceed the knowledge, skills and abilities (KSA's) necessary to meet the needs of the VFD's, an increase in duties and responsibilities may be authorized by the JCESA Board.

IV. Chain of Command

Jefferson County Emergency Services Agency Employees will follow the incident command system while operating on the fire ground and on EMS incidents per WV State law. In addition, JCESA Employee's will follow the Corporation bylaws of the Department they are assigned to, where applicable.

V. Salary and Insurance

A. Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, worker's compensation, and if applicable, emergency medical service professional liability, (with such limits of coverage and deductibles as prudent and reasonable for the protection of itself, its personnel and its equipment). No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. Each party hereto may require any other party to provide it with certificates of insurance, copies of policies or other evidence of compliance with the provisions of this section.

B. Each party hereto agrees to waive all claims against all other parties for any loss, damage, personal injury or death occurring in consequence of the performance of this agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a party hereto or its personnel.

C. Each party hereto hereby agrees to hold harmless, indemnify and defend all other parties hereto and their personnel from any and all claims, demands, judgements, expenses, liability, losses, and suits in law or in equity which are made by a third party and which are caused directly and solely by the Indemnifying Party or its personnel, regardless of the location where such claim arose. Included in the costs hereby indemnified against by the Indemnifying Party are attorney fees required to defend any other party hereto or to enforce the provisions of this Section against the Indemnifying Party.

D. JCESA shall provide all salaries and workers compensation to their employees. This specifically refers to wages and benefits earned while working as a JCESA employee.

VI. Partnership and specific details related to delivering emergency services to the Community

The JCESA and the Departments of Jefferson County West Virginia realize there are many issues that we need to agree upon in this partnership. As a group, we will outline these issues in Agency Policies and Procedures, Jefferson County Operating Guidelines and our future five year staffing plan.

VII. Cooperation

It is further agreed upon that each party to this agreement acknowledges its role in providing emergency services to the citizens, visitors and workers of Jefferson County, West Virginia. The JCESA and the Departments agree to follow all Emergency Medical Services Policies and Procedures set forth by West Virginia State Law, the standards of the West Virginia Department of Health and other related agencies. The JCESA agrees to maintain an approved master list of properly certified EMS providers within Jefferson County.

The relationship between the JCESA and the Departments shall reflect an attitude of cooperation toward achievement of effective and efficient emergency service for Jefferson County's citizens, visitors and workers. It is intended that each party understand and respect the need for clear policy and procedure so that common sense of expectations can be maintained. It is understood that this agreement cannot address every policy and procedural issue that may be encountered. Revision to this MOU may be made after being approved by the JCESA Board (with the advice and consultation of the JCESA Director), the JCVFRA, and the Jefferson County Departments.

Signature sheet

AGREED THIS 15 DAY OF March, 2016.

R M Kelley

JCESA Board Chairman

R. & S. Sw

Company 1 Friendship Fire Company Representative

[Signature]

Company 2 Citizens Fire Company Representative

Will Ditt, EMS Chief
Company 3 Shepherdstown Fire Department Representative

[Signature], EMS Chief
Company 4 Independent Volunteer Fire Company/Department Representative

Independent Fire Company Representative

Earl G. Co
Company 5 Blue Ridge Mt. Volunteer Fire Company/Department Representative

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Company 6 Middleway Volunteer Fire Company/Department Representative

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Company 7 Bakerton Fire Department Representative