

**FIRE AND EMERGENCY MEDICAL SERVICES AGREEMENT  
BETWEEN ARLINGTON COUNTY AND THE CITY OF FALLS CHURCH**

This Agreement is made and entered into this 28 day of July 2014 between the City Council of the City of Falls Church, Virginia ("City"), the County Board of Arlington County, Virginia ("County") and the Falls Church Volunteer Fire Department, Inc., a 501(c)(3) entity ("FCVFD").

**I. RECITALS**

This agreement replaces the August 1989 Fire and Rescue Services Agreement between the County, the City, and the FCVFD and shall be effective July 1, 2014. The parties agree that the August 1989 agreement is terminated.

The intention of this agreement is to continue to provide high quality and reliable fire and emergency medical response services to the City and County residents. Arlington County Fire Department serves as the lead agency under the City's Emergency Operation Plan for the following Emergency Support Functions: #4-Firefighting, #9-Search and Rescue and #10-Oil and Hazardous Materials Response dated February 2012.

The City owns the land and building at 6950 North Little Falls Road, Arlington, Virginia, which is known as Falls Church Fire Station. The FCVFD owns land on the Falls Church Fire Station site that is used for parking. The County agrees to staff the Falls Church Fire Station for the City and to provide emergency medical, fire, and rescue response services on behalf of the City. The FCVFD has a lease agreement with the City for a portion of the station that includes the volunteer meeting hall and volunteer office.

This agreement defines Falls Church Fire Station management, operations, response area, policy and command structure for incident response, personnel, vehicles and equipment required for performing services, and facility maintenance. This agreement also defines how ambulance revenues generated from Falls Church Fire Station activities are apportioned between the County and the City.

The City and the County agree to share expenses related to Falls Church Fire Station operations and maintenance. This agreement identifies the Falls Church Fire Station related expenses undertaken by each party and defines cost sharing.

The County agrees to operate the Falls Church Fire Station in cooperation with the FCVFD, an independent 501(c)3 organization. The role of the FCVFD as it relates to Falls Church Fire Station operations and command is defined herein.

**II. AUTHORITY**

This agreement is authorized by the *Code of Virginia*, §27-2; §27-3; and §27-4, as amended.

### **III. RESPONSE AREA**

The primary response area of Falls Church Fire Station is the City of Falls Church and the northwest region of Arlington County, Virginia. Geographically, approximately one-half of Falls Church Fire Station's primary response area is in the City of Falls Church and approximately one-half is in Arlington County. Falls Church Fire Station units also respond to greater sections of western and northern Arlington County and areas in eastern Fairfax County, as needed.

The extent of the response area of Falls Church Fire Station also includes areas the Falls Church Fire Station is required to respond to under the Northern Virginia Emergency Service Mutual Response Agreement (dated 2009, available at [www.novaregion.org](http://www.novaregion.org)) and the Metropolitan Washington Council of Governments Regional Emergency Coordination Plan (dated 2010, available at [www.ncrhomelandsecurity.org](http://www.ncrhomelandsecurity.org)).

### **IV. DISPATCH AND COMMUNICATIONS**

The receipt of calls and the dispatch of all primary fire and rescue personnel and equipment (including the selection of responding units) shall be the sole responsibility of the County's Emergency Communications Center. This service is provided to the City pursuant to the "Public Safety and Judicial Services Agreement" dated December 8, 2012 between the County and the City. The County Emergency Communications Center is the primary Public Safety Answering Point (PSAP) for the City, with the Falls Church Police Department being the secondary 911 call center.

The network, computer, and telephone infrastructure, hardware and software necessary for dispatch and other communications to and from the Falls Church Fire Station has been provided and shall be maintained by the County at its full expense.

The City agrees to permit the County, at the County's sole option and expense, to construct, maintain, repair, operate, inspect, upgrade, update, replace, relocate and remove, on, within, under, across, and along the Falls Church Fire Station property, the County's wires, cables, underground conduit, building entrance facilities, above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment ("Connect Arlington Facilities") necessary or useful for connecting the County's Connect Arlington fiber optic network from the public right of way to facilities within Falls Church Fire Station. Notwithstanding the foregoing, the County may only place the County's Connect Arlington Facilities in locations reasonably acceptable to the City. The City agrees to promptly execute any documents necessary to grant the County the necessary property rights for such facilities.

The alerting, dispatch, and communication systems equipment in place at the Falls Church Fire Station has been provided and shall be maintained by the County. The County shall provide radio equipment for each primary apparatus, at no cost to the City. All dispatch and communications equipment provided by the County and referenced in this section shall remain the property of the County.

The County will provide communications equipment for the following volunteer-owned vehicles:

- Two ambulances – one mobile and two portable radios, mobile data terminal, electronic patient care reporting devices for each
- Two Utility Trucks – one mobile and one portable radio for each
- One Light and Air Unit – one mobile and one portable radio
- One Engine – one mobile and one portable radio
- Four additional portable radios for use as necessary

All other radio equipment used by the FCVFD shall be the responsibility of the FCVFD but must be approved by the County. The County will allocate user IDs for radios owned/operated by the FCVFD. Use of all radio equipment on the County's system shall be in accordance with the approved standard operating procedures promulgated by the County. All communications equipment issued to the FCVFD must be available for inspection and programming when required by the County.

## **V. OPERATING POLICY, PROCEDURES AND PLANNING**

### **A. Fire and Rescue Response**

The County Fire Chief shall determine and set fire/rescue/EMS policy and standard operating procedures for the City. The Fire Marshal of the City is designated as the Fire Official for the City.

All fire and rescue responses within the boundaries of the City of Falls Church shall be commanded by the highest ranking County officer at the scene. The ranking shall be as follows:

1. County Fire Chief
2. County Assistant Fire Chief
3. County Deputy Chief
4. County Battalion Chief
5. County Company Officer or County Acting Officers
6. FCVFD Officers

Personnel from other jurisdictions may also hold incident command when appropriate, in accordance with existing mutual aid agreements.

When providing pre-planned support of City-sponsored special events, such as Memorial Day, Fall Festival, or similar events, FCVFD Officers are expected to exercise operational command for such support functions.

### **B. EMS Response**

The County shall hold the EMS license for the City and the County Operational Medical Director (OMD) shall serve in that role for the City. These services shall be provided at no additional cost to the City. The OMD shall have the authority to recommend the approval or removal of members of the FCVFD from EMS response duties. For all EMS responses within

the boundaries of the City of Falls Church, the person with the highest certification from the Virginia Department of Health, Office of Emergency Medical Services and the approval of the OMD shall be in charge of patient medical treatment.

C. Planning

The County Fire Chief shall collaborate with the City Manager and the City Council, if requested, to coordinate fire and rescue planning. At the City Manager's request, the County Fire Chief may also address the City Council regarding fire and rescue services, budget issues, and emergency response planning. When there is a change in Station Commander for the Falls Church Fire Station, the name and contact information for the new Commander shall be provided by the County to the City Chief of Police and City Fire Marshal.

**VI. PERSONNEL AND RELATED EXPENSES**

The County shall provide firefighter/EMS personnel to fully staff Falls Church Fire Station, as determined by the County. Assignment of County personnel shall be the responsibility of the County.

As the Arlington firefighter/EMS staff are employees of the County, the County shall be responsible for payroll administration, performance management, employee relations, and other workforce planning and administration overhead for its employees.

A. Firefighter/EMS Personnel

Thirty-three (33) Arlington firefighter/EMT positions are required to fully staff the Falls Church Fire Station. The County shall cover firefighter/EMT absences greater than one (1) per shift first through reassignments from other stations and secondarily by overtime or other means.

- Each fiscal year, the City shall pay the County an amount equal to 50% of the County's budgeted expense for the total salary (including, but not limited to, FLSA minimum staffing pay and premium pay) and benefits (including but not limited to retirement, FICA, insurance) for the 33 personnel assigned to Falls Church Fire Station. The fiscal year begins on July 1<sup>st</sup> and ends the following June 30<sup>th</sup>.

B. Overtime

The City shall pay the County 50% of the actual cost of overtime callback pay associated with minimum staffing needs at Fall Church Fire Station; however, the actual cost of overtime billed to the City will not exceed 7 percent of total salary and benefit costs to operate the station. Overtime callback pay shall include the items detailed section VI.A.

C. Recruitment and Training

The County at its sole expense shall pay for all costs associated with recruiting, selecting, investigating, and training new fire department personnel. There shall be no additional cost to the City for the recruitment and training of County personnel for fire/EMS service.

#### D. Hazardous Materials Functions

The County shall provide hazardous materials (Hazmat) response for the City, consisting only of responding to, investigating, and verifying reports of hazardous materials incidents in the City. The County shall notify the Virginia Emergency Operations Center and issue detailed reports concerning hazardous material incidents as required by the Commonwealth of Virginia.

The County shall assess potential hazardous material situations and direct the County's hazardous materials response team. If hazardous materials are present in the City, the County will determine and perform, in its sole discretion, the proper mitigation that minimizes threats to life safety, property, and the environment. Once any hazard in the City has been contained the County will coordinate with the City on the identification of the responsible party who shall be responsible for clean-up and the costs of response. Should the responsible party not be identified or immediately available, the City shall be responsible for contracting with an appropriate clean up company.

Hazardous material functions performed by the County or other mutual aid department, as described above, shall be provided to the City at no additional cost. However, the County or other mutual aid department shall be reimbursed for its costs as they may be recovered according to Virginia law. The County shall provide its costs to the City, which shall be responsible for billing the responsible party.

#### E. Fire Marshal

The City employs a Fire Marshal who is responsible for the City's fire code enforcement and/or investigating fires for origin and cause. At the approval of the County Fire Chief and the City Police Chief, the County Fire Marshal may assist and provide services upon request from the City. Services performed by the County Fire Marshal on behalf of the City shall be charged to the City at an hourly rate equal to the hourly rate of the incumbent County Fire Marshal's total pay and benefits. The County Fire Marshal shall track all hours of work for the City, including dates, a description of service performed, and total hours. This data shall be provided when billing the City for services in accordance with the Billing and Payment terms of this agreement.

### **VII. NON-PERSONNEL EXPENSES**

The parties acknowledge that specialized equipment, apparel, and supplies are required to successfully operate a fire station and to successfully respond to a variety of fire, rescue, and emergency medical incidents.

The parties acknowledge that fire/rescue/medical operating equipment used by personnel must be standardized in order to increase familiarity of use and enhance fire/rescue/medical services. Each fiscal year, the County shall pay expenses associated with the Falls Church Fire Station's operating equipment and operating supplies, as described below, at no additional cost to the City. The County in its sole discretion shall provide for the selection and procurement of operating equipment carried on emergency apparatus and necessary for training and preparedness activities. Please refer to section IV of this agreement with regard to an exception for communication and radio equipment solely used by the FCVFD.

The County agrees to provide and pay for the current and future free standing or detached appliances, such as the refrigerator, microwave, washer and dryer, and dishwasher at Falls Church Fire Station. The County also agrees to provide and pay for furniture at the Falls Church Fire Station, excluding office furniture, and information technology equipment used in the office, such as computer, telephones, fax machines and copy machines. The County is not responsible for providing office furniture, which is included as a capital expenditure referenced in Section IX, part C-2. The need for the items described in this paragraph shall be determined by the County in its sole discretion.

All non-personnel expense items referenced in this section shall remain the property of the County.

Equipment, office supplies, furniture, computers, telephones, and other similar items used solely by members of the FCVFD shall be provided, paid for, and maintained by the FCVFD. Any equipment, apparel, operating supplies, etc., associated with the operation of any non-primary apparatus owned by the FCVFD or the City, and not included in section VIII below, shall be provided, paid for, and maintained by the owner.

## **VIII. FIRE & RESCUE APPARATUS**

The City, FCVFD, and County agree that the standardization of apparatus with the rest of the County's fleet provides a distinct operational advantage. As such the County agrees to provide the specifications and purchasing services to acquire one engine, one ladder truck and one ambulance for operation at the Falls Church Fire Station. The City agrees to pay for the interest and principal payments to finance the purchase of the apparatus. See Appendix I for year one purchase information.

### **A. Engine and Ladder Truck**

The engine and ladder truck for the Falls Church Fire Station will be purchased using County financing, through the County's Master Equipment Lease Purchase program, and will be replaced according to the County's replacement schedule. The City agrees to pay for the annual financing cost of these apparatus, which shall be communicated to the City during the annual budget process. These apparatus shall be titled to the County. The City and County agree that in the event this agreement is terminated, the City will pay the County for the remaining balance of the master lease term for the engine and ladder truck and take title and possession of the apparatus. Refer to Appendix I for master lease cost estimates.

### **B. Ambulance Unit**

Refer to Appendix I for details on the initial purchase of the ambulance unit. The City will pay an annual replacement amount to the County which will be applied to the purchase price of the future replacement ambulance unit. The replacement cycle for the ambulance is every five years; as such, the City would be responsible for one-fifth the estimated purchase price each year. The annual amount will be communicated to the City each year during the budget process and will be due and payable when invoiced each year. At the end of each five-year replacement period, the accumulated funds will then be used to purchase a replacement unit for the City. The ambulance unit shall be titled to the County. The City and County agree that in the event this agreement is

terminated, the County will refund the accumulated balance of any unexpended ambulance replacement funds paid by the City for the ambulance unit being used. Should the agreement be terminated or at the completion of the five year life of the ambulance and upon full payment by the City, the FCVFD will then take title and possession of the ambulance unit.

C. Maintenance of Apparatus

The County will be responsible for fuel, insurance, and the annual maintenance costs associated with the engine, ladder truck and ambulance unit. All service and repairs shall be performed by the County or its designee.

D. Identification of Apparatus

The engine and ladder apparatus will carry identifying decals and signage for the City of Falls Church. The ambulance apparatus will carry identifying decals for the FCVFD.

E. Reserve Equipment

The County will provide reserve apparatus as necessary, at its discretion, and when available.

F. FCVFD Equipment

Equipment owned by the FCVFD will be maintained by the County. Maintenance includes repairs, replacement of parts, and regularly scheduled service. FCVFD agrees to pay for all vehicle maintenance and fuel for FCVFD owned vehicles. No equipment owned by the FCVFD shall be put into service without prior approval of the FCVFD Chief or his/her designee.

G. The FCVFD agrees to provide payment to the City sufficient to cover the cost of the medic unit at the Falls Church Fire Station on an annual basis. The City agrees to provide funding sufficient to purchase a reserve engine titled to the FCVFD on an as-needed basis and subject to City Council appropriation.

**IX. FACILITY MAINTENANCE**

A. Maintenance

The County shall be responsible for managing and performing maintenance at the Falls Church Fire Station. Maintenance includes preventative and corrective maintenance to maintain building assets through their expected useful life (EUL). This includes adjustments and inspections for equipment and emergency responses for repairs that will occur throughout the equipment's EUL.

Preventative maintenance shall include, but is not limited to, annual and scheduled maintenance and inspections associated with the following:

- access control including the Safe Haven,
- annual custodial deep cleaning,
- building automation,
- emergency generator,
- fire protection,
- HVAC and water treatment,
- interior cleaning,

- oil and grease separator,
- sanitary line jetting,
- apparatus bay doors,
- roof and gutters,
- storm water,
- window cleaning; and
- apparatus bay vehicle exhaust.

Corrective maintenance shall include, but is not limited to, repair activities to maintain assets throughout their expected useful life associated with the following:

- appliances,
- building envelope,
- electrical and safety systems,
- roof,
- windows,
- walls,
- floors,
- ceilings
- HVAC and plumbing; and
- other minor repairs to maintain assets throughout their EUL.

Any item that is a planned capital item, meets the capital improvements description in section IX. C below, or is a code requirement issue shall not be considered a maintenance item. Funding for these items shall be from the Capital Reserve Fund.

The City maintenance responsibilities shall include, but not limited to, maintaining the grounds, landscaping, parking lot, and driveway at the Falls Church Fire Station.

The Station Commander shall be responsible for coordinating day-to-day maintenance with the County's Department of Environmental Services, Facilities Management Bureau (FMB) as appropriate. FMB shall track all building maintenance and maintenance capital expenditures and provide a report at the Annual Meeting.

Maintenance of the FCVFD furniture, fixtures, and equipment at the Falls Church Fire Station shall not be the responsibility of the County. Maintenance of the FCVFD meeting hall, including kitchen, closets, and restrooms, FCVFD elevator and the Volunteer Office, shall not be the responsibility of the County. These items shall continue to be maintained by the City and/or FCVFD as appropriate. The City may request maintenance associated with the FCVFD be performed by the County through the Station Commander, who will coordinate with FMB. An emergency or life safety issue will be remedied by the County as soon as possible, regardless of whether the service has been requested by the City. The County may bill the City for any FCVFD maintenance costs incurred by the County.



## B. Facility Utilities

Utility expenses at the Falls Church Fire Station shall be the direct responsibility of the County as stated below.

- County's Responsibility:
  - Water/Sewer
  - Cable Television
  - Telephones/VOIP
  - Trash/Recycling
  - Electricity
  - Natural Gas

## C. Capital Improvements

The funding of the Falls Church Fire Station capital improvements shall be the responsibility of the City. Capital improvements are typically defined as planned projects, which significantly extend the useful life, nature, and character of the facility. Capital improvements include the following:

1. **Restoration/Modernization** – Includes repair and replacement work to restore building components and systems that have failed before their expected useful life (EUL) that are acquired, constructed and/or maintained. This includes the following:
  - HVAC, gas, water and sanitary sewer system upgrades and replacements
  - Exterior envelope elements including, but not limited to, roof, windows, walls and repointing
  - Fire protection replacements or upgrades
  - Security system replacement or upgrades
  - Electrical component replacements or upgrades
  - Lighting retro-fits
  - ADA work
  - Structural elements including, but not limited to foundation, superstructure and walls
  - Standby power systems replacements or upgrades
  - Supplemental power systems installation
  - Stormwater management facilities installations and upgrades
  - Code compliance items (e.g. Arc Flash)
  - Hazardous materials remediation and abatement
  - Conveying system modernization or upgrades
  - Site elements including, but not limited to, walkways, driveways and parking lots
  - Apparatus bay doors
2. **Periodic Refreshing** – Includes station-wide replacement of office furniture, fixtures, flooring, ceilings, equipment, and installed in-place appliances and equipment such as gas ovens/ranges and exhaust hoods (FF&E) and interior/exterior finishes without increasing the building footprint.

3. **Renovations** – Includes replacement of all building components/systems and FF&E and will increase the building footprint. Process may lead to the replacement of the building based on program needs.
4. **Replacement** – Includes construction of new buildings including the demolition of existing facilities.

The County shall be solely responsible for all aspects of capital project management. This includes, but is not limited to, design, procurement, and construction management. Prior to undertaking any capital improvement project, the City and the County shall agree on the project scope and project cost. The City shall bear no financial responsibility for capital expenditures by the County above the agreed upon project cost, unless the County has sought and obtained the City's prior consent.

The City agrees to work collaboratively with FMB, the County Fire Chief and the Falls Church Fire Station Commander to identify, develop and prioritize a 5-year capital improvement plan for the Falls Church Fire Station. Annually, the City will adopt a Capital Improvements Program that identifies specific capital projects and appropriates funds for those projects. The City is responsible only for capital expenditures that have been approved by the City Council through the Capital Improvements Program.

The City agrees that capital funds will be transferred to the County when County purchase orders for projects are approved. A reconciliation of project costs will be provided to by the County to the City at the Annual Meeting (see section XIII), subject to the limits described in the two paragraphs above. Annual forecasts of capital debt service will be reviewed and discussed annually between City and County leadership.

#### D. Capital Reserve Fund

The City agrees to fund a Capital Reserve Fund to be held by the City. The City will manage the reserve fund in order to fund capital improvements defined in section IX.C above. Starting in FY 2015, the City agrees to fund the reserve with a minimum of \$150,000 annually, subject to annual appropriation by the City Council. The City agrees to ensure roll-over of any balances within the Capital Reserve Fund to the next fiscal year. For example, a \$100,000 rollover balance from one fiscal year will become \$250,000 the next fiscal year after the City's annual Capital Reserve Fund investment. If the City and County agree, actual capital expenditures by the City in a given year may be credited against the City's annual reserve payment for that year. The City and County may agree to adjust the annual amount the City contributes to the Capital Reserve Fund based on capital needs in the future. Funding the Capital Reserve Fund will be the sole responsibility of the City. The City and County both agree that a sound capital program and associated City annual investment to the Capital Reserve Fund directly correlate to facility lifecycle as well as impact the life, safety, and wellbeing of Falls Church, Arlington and surrounding jurisdictions.

#### E. Emergency Maintenance/Repairs

The City and County recognize that emergency maintenance situations may arise that may necessitate deviations from planned capital maintenance projects. The City and the County agree to work together to re-prioritize the Falls Church Fire Station maintenance and/or capital

improvement plan projects as necessary to ensure emergency facility maintenance issues are remedied as soon as possible. Emergency maintenance and repairs/replacements shall be addressed immediately. The City and the County may agree to fund emergency maintenance expenses out of maintenance, capital reserve funds, or the City's Capital Improvement Plan on an individual basis.

## **X. AMBULANCE BILLING AND REVENUES**

Ambulance service is provided from the Falls Church Fire Station. The County contracts with a third party to provide ambulance service billing, collection, insurance filing, reporting, etc.

### **A. Ambulance Billing Services**

The County shall provide ambulance billing services for the City through a contractor. The contract shall be overseen by County staff (Ambulance Billing Clerk) in the Fire Department.

Ambulance billing service contract charges and a proportionate share (equal to the portion of City and Volunteer ambulance revenue collected to all ambulance revenue collected for the billing period) of the total personnel expenses (salary and benefits) for the County Ambulance Billing Clerk shall be subtracted from annual ambulance revenues due to the City and Volunteers.

- City ambulance revenues = Gross City ambulance revenues – proportionate share of billing contract charges – proportionate share of County billing clerk salary and benefits
- Volunteer ambulance revenues = Gross Volunteer ambulance revenues - proportionate share of billing contract charges - proportionate share of County billing clerk salary and benefits

### **B. Ambulance (Medic) Revenues**

Revenue gained from ambulance billing shall be allocated in the following manner:

- Ambulance calls within the City Limits: Gross City ambulance revenues shall consist of revenue generated from ambulance calls within the boundaries of the City of Falls Church (excluding Ambulance 102 and 106).
- Ambulance calls filled by FCVFD ambulances (currently Ambulance 102 and Ambulance 106): Gross Volunteer ambulance revenues shall consist of ambulance revenues generated by these units, regardless of call location.

## **XI. FALLS CHURCH VOLUNTEER FIRE DEPARTMENT, INC. (FCVFD)**

FCVFD members augment the services provided to citizens in the response area of the Falls Church Fire Station by participating in incident response, performing administrative functions, delivering fire prevention information, participating in fire and emergency medical services (EMS) training and drills.

A. Volunteer Fire Chief

The FCVFD shall annually recommend to the City Manager a qualified person to serve as the Falls Church Volunteer Fire Department Chief.

B. Active Participation in Incident Response

Qualified FCVFD members may supplement the County personnel on the Falls Church Fire Station's primary apparatus and may staff and operate volunteer owned units as approved by the County Fire Chief, which include utility units, basic life support ambulances, engine, canteen, and light and air unit.

FCVFD members who participate in firefighting shall meet standards established by the NFPA 1001 Series, as adopted by the Department of Fire Programs of the Commonwealth. The Volunteer Chief shall provide to the County Fire Chief evidence of this training in the form of a Firefighter II certificate from the Virginia Department of Fire Programs.

FCVFD members who participate in EMS response shall be certified as Emergency Medical Technician-Basic (EMT-B) as recognized by the Virginia Office of Emergency Medical Services (VOEMS). The Volunteer Chief shall provide to the County Fire Chief evidence of this training in the form of an EMT-B certificate from VOEMS. The County Operational Medical Director shall have the authority to approve or recommend removal of members of the FCVFD from EMS response in accordance with the authority afforded him by the Virginia Department of Health, Office of Emergency Medicine.

Any FCVFD member who has met the performance standards above and who wants to participate in incident response shall have a NFPA 1582 compliant physical examination prior to riding in any apparatus. This physical shall be repeated annually, and evidence of successful passage of the physical exam shall be provided annually to the County Fire Chief in order to qualify the FCVFD member to participate in emergency response activities.

FCVFD members shall also meet the standards of performance and conduct set by the County Fire Department.

C. Training

The FCVFD shall adequately train and supervise its members. The FCVFD shall develop training programs to enable its members to safely participate in incident response as allowed.

The Arlington County Fire Training Academy will be made available as needed to support volunteer training activities. The FCVFD is expected to be a good steward of these facilities and will be held responsible for any damages due to negligence or misuse. Use of the facilities will be scheduled and coordinated with the appropriate point of contact at the Fire Training Academy or as designated by the Arlington County Fire Chief.

**XII. BILLING AND PAYMENT**

A. Personnel and maintenance costs shall be billed by the County to the City twice each fiscal year. Semi-annual invoices shall be sent no later than January 15 (for the period between July 1

and December 31 of the prior year) and July 15 (for the period between January 1 and June 30 of the current year) with payments due within 15 days of receipt. Apparatus costs will be billed by the County to the City once each fiscal year and will be included in the January 15<sup>th</sup> invoice with payment due within 15 days of receipt. One-time funding to purchase the ambulance unit will be due to the County in year one of this agreement, and will be invoiced separately prior to the County purchasing the apparatus. Capital costs will be due to the County at the time when the project moves forward for purchasing/ contracting, and will be invoiced separately. The County will provide the City with a reconciliation of completed capital project costs at the Annual Meeting held pursuant to section XIII of this agreement. Any unspent balance detailed in the capital cost reconciliation will be refunded to the City within 15 days. Any additional funding required, as detailed in the reconciliation, will be due to the County within 15 days of receipt. Invoices shall be delivered to the City's Finance Department. If for any reason costs are cannot be included in the July 15<sup>th</sup> invoice, they will be included in the first bill the next fiscal year.

If the City wishes to contest a charge on any invoice, it must do so in writing to the County Fire Chief within 10 days of receipt of the invoice. The contested charge shall be reviewed, a response issued, and an invoice adjustment made if required, within 10 days of receipt of the written objection. The invoice shall then be due within 15 days of the response.

B. Ambulance revenues due to the City and the FCVFD shall be determined and paid by the County twice a year to the City. Semi-annual distribution of funds shall occur no later than February 15<sup>th</sup> for revenues collected between July 1<sup>st</sup> and December 31<sup>st</sup>, and no later than July 30<sup>th</sup>, for revenues collected between January 1<sup>st</sup> and June 30<sup>th</sup>. Ambulance revenues shall not be distributed to the City if the City has an overdue payment to the County pursuant to section XII. A of this agreement.

C. Estimated costs of services provided by the County for the upcoming fiscal year will be provided in writing during the annual budget process, so the City may properly plan for expenses associated with this agreement. An initial written estimate of the future fiscal year costs shall be provided by December 30<sup>th</sup>. An updated written estimate of costs for the proposed budget year shall be provided to the City by February 15<sup>th</sup>.

### **XIII. ANNUAL MEETING**

On an annual basis, the City, County and FCVFD shall meet to review the previous year's operations and the current state of the Falls Church Fire Station. The meeting agenda shall include a summary of operating and capital expenditures, the difference between actual capital project costs and payments received from the City (a reconciliation), a summary of completed major maintenance and capital items, discussion on future capital improvements including apparatus and facility, a review of operating policies, procedures and planning, a review of personnel staffing, a review of maintenance procedures, and other miscellaneous items. The City attendees shall include representatives from the Finance Department and Public Works Department. The County attendees shall include representatives from the Fire Department, Department of Management Finance, and FMB. The County Fire Department shall be responsible for scheduling the meeting and distributing meeting minutes.

**XIV. LIABILITY AND INSURANCE**

Except as expressly provided otherwise in this agreement, the City and the FCVFD shall: (1) waive any and all claims each has against the County which may arise out of the County’s activities in the City under this agreement; (2) indemnify and save harmless the County from all claims by third parties for property damage or personal injury which may arise out of the activities by the County within the City under this agreement. The real and personal property owned by the FCVFD shall be insured by the FCVFD as required by State law.

**XV. JURISDICTION, FORUM AND VENUE**

This Agreement and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court.

**XVI. TERM**

This term of this agreement shall be five years from date of execution by the County, after which it will automatically renew for a second five-year term unless one of the parties serves written notice of its intent to terminate the agreement, as provided below.

All remedies available to the County under this Agreement are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

The failure of either party to exercise in any respect a right provided for in this Agreement shall not be deemed to be a subsequent waiver of the same right or any other right.

The parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than those signing this agreement as parties hereto, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this agreement or otherwise.

**Termination:** This agreement may be terminated in its entirety or in part by the City or the County prior to its expiration date by providing twelve months written notice to the other parties.

Notice of termination shall be provided:

|                                 |                                 |                        |
|---------------------------------|---------------------------------|------------------------|
| to City of Falls Church:        | to Arlington County:            | to the FCVFD:          |
| City Manager                    | County Manager                  | President              |
| City of Falls Church            | Arlington County                | PO Box 7014,           |
| 300 Park Avenue, Suite 303 East | 2100 Clarendon Blvd., Suite 302 | Falls Church, VA 22040 |
| Falls Church, VA 22046          | Arlington, VA 22201             |                        |

Upon termination or expiration of this agreement, the parties shall calculate the final amounts owed for services rendered and provide the other party with a final invoice or distribution of ambulance revenues.

For the City Council of the City of Falls  
Church, Virginia:

Wyatt Shields  
City Manager

Wyatt Shields 8-4-14  
Date

For County Board of Arlington County,  
Virginia:

Barbara M. Donnellan  
County Manager

Barbara M. Donnellan 7/28/14  
Date

For the Falls Church Volunteer Fire Department, Inc.

Ian Weston, President

[Signature] 8/4/14  
Date

## APPENDIX I

1. The City agrees to provide approximately \$738,000 for the accomplishment of critical upfront capital investments. These dollars are outside the annual investment in the Capital Reserve Fund and do not diminish the City's obligations to contribute to the Fund. These projects will be finalized, procured, and managed by the County. The City agrees that capital funds will be transferred to the County when purchase orders for the projects are approved. The projects are:

Projected to begin in FY 2015: \$538,000 estimated for windows and overhead doors  
\$60,000 estimated for HVAC design  
Projected to begin in FY 2015: \$140,000 estimated for HVAC construction

The timing and estimated amounts of these projects is dependent on a variety of factors, including the County's purchasing process, and are therefore subject to change.

2. Corrective Maintenance Cost

The City shall fund the additional first year corrective maintenance cost estimated at approximately \$105,704 in fiscal year 2015. The additional corrective maintenance is required to bring the facility to an acceptable operating baseline.

**FY 2015 Estimated Additional First Year Corrective Maintenance**

| Item          | Expense          |
|---------------|------------------|
| Electrical    | \$2,644          |
| HVAC          | 60,641           |
| Plumbing      | 9,785            |
| Miscellaneous | 32,634           |
| <b>Total</b>  | <b>\$105,704</b> |

3. Initial Purchase of Apparatus and Ambulance Unit

The City and County agree that the standardization of apparatus with the rest of the County's fleet provides a distinct operational advantage. As such the County agrees to provide the specifications and purchasing services to acquire one engine, one ladder truck and one ambulance for operation at Falls Church Fire Station.

- a. The engine and ladder truck will be purchased using County financing, through the County's Master Equipment Lease Purchase program. The build times on the engine and ladder truck can range from between 210 and 270 days. Depending on the build times, the County anticipates the Master Lease payments for the Engine and Ladder apparatus would begin to be billed to the City in January 2016.



- i. The estimated apparatus purchase price to be financed, and corresponding estimated master lease payments:
    - 1. Engine: estimated cost \$559,218.47, estimated annual master lease payment: \$95,770
    - 2. Ladder: estimated cost \$955,356.96, estimated annual master lease payment: \$163,612
  - ii. The estimated master lease payments are based on current purchase price estimates to acquire the engine and ladder truck. Annual master lease payments are subject to change based on the actual purchase price and financing costs of the apparatus when ordered and replaced.
- b. The City shall, in FY 2015, provide funding for the entire purchase price of an ambulance unit to the County at the time of purchase. The ambulance unit shall be purchased by the County for the City.
- i. The estimated ambulance purchase price is \$235,000. This may change as specifications are finalized. A final purchase price will be furnished to the City prior to the County placing the order for the unit.