

**FACILITIES AND EQUIPMENT LICENSE
AND AGREEMENT FOR OPERATIONAL CONTROL**

This LICENSE AND AGREEMENT dated this ____ day of _____, 2019 between the COUNTY OF ALBEMARLE, VIRGINIA (the County), a political subdivision of the Commonwealth of Virginia, on behalf of its Department of Fire and Rescue (ACFR), and the SCOTTSVILLE VOLUNTEER RESCUE SQUAD, INC. (SVRS), a Virginia corporation (SCC registration number 01541077), for the operational and logistical support and provision of emergency medical services in and around Scottsville, Virginia. Collectively, the County and SVRS are referred to as the “Parties”.

Purpose

- A. This Agreement between the Parties establishes how the County will assume and effectuate temporary operational control of the SVRS and permissibly use and occupy SVRS property.
- B. This Agreement is not an obligation or commitment of funds or a basis for a transfer of funds, but rather is a basic statement of the understandings, provisional services to be provided, and permissions granted between the Parties so that emergency medical services may continue to be provided in the southern portion of Albemarle County, the Town of Scottsville, and the surrounding areas.
- C. This Agreement assumes the continued existence and fully-committed participation of SVRS, its Board, and its membership and will be in effect for an interim period as defined herein.

WHEREAS, SVRS advised the County by letter dated 9 December 2018, signed by S. John Waits, Chairman of the Board, that SVRS was “unable to attract sufficient membership to be able to provide a level of service” equivalent to other areas of the County; and

WHEREAS, SVRS further requested that the County would provide temporary support in the form of a *de facto* chief of the SVRS, assignment of ACFR personnel to SVRS’s real property and improvements, and other related operational services to provide emergency medical services to the SVRS service area; and

WHEREAS, SVRS has been a long-standing member of the County’s emergency services response system; and

WHEREAS, the County values SVRS’s historical contributions to emergency medical services; and

WHEREAS, the County is desirous of providing available assistance, in addition to resources currently being provided, for maintaining emergency medical service to the SVRS service area; and

WHEREAS, the County wishes to provide a temporary means of operational support to allow SVRS to recover, reorganize, and otherwise improve its organization; and

WHEREAS, the County wishes to provide such support in a way that honors the SVRS organization and its independent corporate status and respects the responsibilities of its Board and membership, according to its bylaws.

NOW, THEREFORE, it is hereby agreed by and among the Parties as follows:

I. Term. This Agreement shall terminate on the last day of the 18th month after execution.

II. SVRS Property and Equipment.

A. License to Enter, Occupy, and Use. County employees, including but not limited to the members of the ACFR, its agents, and volunteers (“County representatives”) are hereby granted the right to enter the SVRS real property and improvements (“SVRS Station” or “Station”) and use the equipment, vehicles (whether titled in the name of SVRS or co-titled with the County), and other property for the purpose of fulfilling its obligations under this Agreement. SVRS shall give all reasonable access to County representatives, including issuing keys to the buildings and vehicles used in emergency response.

B. Ownership, Maintenance, and Improvements.

1. *Real property and improvements.* The ownership of the SVRS Station will be undisturbed during the term of this Agreement.
 - a. Any construction, capital improvements, additions, or capital maintenance must be expressly approved by the County before any contracts for such work or design are negotiated. The County’s approval shall not be unreasonably withheld, and, in its evaluation, the County shall assess any operational impacts of such work.
 - b. Any funding request for any work of the type listed in (a) above must be approved by the Albemarle County Board of Supervisors and recorded as a donation to the SVRS;
 - c. Maintenance and operation of the SVRS Station will comply with all local, state, and federal laws, and rules and regulations set forth by the Virginia Department of Health and the County;
 - d. SVRS shall be responsible for the regular maintenance and upkeep of the SVRS station, including janitorial services.
2. *Personal property and equipment.* The ownership or co-ownership of personal property, equipment, vehicles, emergency apparatuses, and other similar items (“Other Property”) will be undisturbed during the term of this Agreement.
 - a. SVRS shall order and pay for Station supplies and other consumables and equipment.
 - b. If requested by County representatives, SVRS must deliver or make immediately available for review any documents concerning the

- ownership, maintenance, repair, or insurance of any property.
- c. If, upon review, County representatives determine that Other Property is inadequate, defective, inoperable, hazardous, or in any other way insufficient or inadvisable for use, the County shall have the sole authority to decommission such equipment for use by County personnel or SVRS volunteers.
 - d. If at any time in the field or while providing emergency services, County representatives determine that property, equipment, or vehicles need emergency repair, the County through its representative may require such repair to be made. SVRS shall be responsible for paying for the repairs and costs associated with the repairs.

III. Responsibilities of the County.

- A. Operational leadership. The County will provide an Operational Commander who shall be assigned to SVRS during the term of this Agreement. The Operational Commander serves under and is answerable to the Albemarle County Fire and Rescue Chief (“ACFR Chief”) according to the ACFR chain of command and is the ACFR Chief’s designee for purposes of this Agreement.
 1. *Relations with SVRS Board.*
 - a. SVRS Board meetings. The Operational Commander will attend the monthly SVRS Executive Board meeting and provide such information as is requested.
 - b. SVRS point of contact. The Operational Commander’s single point-of-contact with the SVRS Board will be with the Chair.
 2. *Relations with SVRS Operational Medical Director.* The Operational Commander will be the primary point-of-contact for the SVRS Operational Medical Director.
 3. *EMS supplies.* ACFR will determine what EMS supplies require stocking or restocking and in what time frame. SVRS will be responsible for purchasing and paying for these supplies expeditiously.
- B. Operational support. The parties acknowledge that ACFR currently and historically covers daylight shifts on Mondays through Fridays.
 1. *Emergency shift coverage.* After receipt of the Chair’s letter, dated 9 December 2018, ACFR added coverage for Wednesday, Friday, Saturday, and Sunday nights.
 2. *As needed coverage and support.* After assessing the SVRS available resources, the County will provide sufficient additional supplemental personnel and equipment, if necessary and if available as determined by the ACFR Chief, to provide more reliable emergency medical services as defined by the ACFR Chief.
 3. *Duty officer responsibilities.* ACFR will be responsible for all duty officer responsibilities, including but not limited to shift assignments, decisions to deploy in response to mutual aid requests, and response to accidents or mechanical issues involving County or SVRS property.
- C. Operational policies. The Operational Commander may implement any operational policies as he determines necessary. Such policies shall be applicable

to ACFR personnel and SVRS personnel alike. If a SVRS volunteer violates an operational policy, the Operational Commander may take action as described and authorized in (E)(2)(b) herein.

D. Selection of SVRS Chief. The ACFR Chief, in consultation with the Operational Commander, shall be involved in the process of hiring or selecting a new Chief of SVRS.

1. The ACFR Chief or his designee shall provide to SVRS Board of Directors a list of standards and qualifications for a volunteer rescue chief that should be included in its search for a SVRS Chief.
2. The ACFR Chief or his designee shall be on the interview committee and attend all interviews for selection of the SVRS Chief.
3. The ACFR Chief shall have no vote in the selection of the SVRS Chief but shall provide advisory support in the SVRS selection process.
4. If the ACFR Chief determines, in his sole discretion, that the SVRS Chief candidate selected fails to meet the necessary standards and qualifications provided to SVRS or if the SVRS Board failed to consider the standards and qualifications it making its selection, the ACFR Chief shall immediately report the same to the Albemarle County Board of Supervisors, who shall, as soon as practicable, vote to terminate this Agreement and the provisions of support provided for herein.

E. Personnel matters.

1. *ACFR personnel.* The Operational Commander and ACFR personnel are governed by and must adhere to all County and ACFR policies and orders of the ACFR Chief.
2. *SVRS volunteers.* The SVRS volunteers are governed by the personnel policies as duly adopted by the Fire Rescue System and the Board of Directors and by the orders of the SVRS Chief, once installed, as it relates to personnel matters.
 - a. The Operational Commander will have access to personnel records, results of background checks, DMV records, and state training records.
 - b. The Operational Commander shall have no power to determine the membership status of a SVRS volunteer or discipline a SVRS volunteer. The following actions and determinations are within the sole authority of the Operational Commander and shall NOT be considered discipline:
 - i. The Operational Commander may remove or prohibit a volunteer from serving on a shift or providing emergency medical services if, in his sole discretion, he determines that failing to do so would compromise operational safety and/or response.
 - ii. The Operational Commander may dismiss a volunteer from a response scene or from the SVRS station if his or her presence is disruptive or otherwise compromises operational safety and/or response.
 - iii. The Operational Commander determines, in his sole discretion and according to ACFR policy, whether a volunteer qualifies as a released ambulance operator or driver, released EMT, and released ALS provider. The Operational Commander will make

shift assignments and otherwise determine the fitness of a volunteer to provide emergency response based on these determinations. The Operational Commander may change the assessment of a volunteer's "released" status as needed.

- c. If the Operational Commander takes action as described in (b)(i-ii) above, he will report such action to the Chair of the Board of Directors ("Chair") or the SVRS Chief, once installed.
- F. Accident review. The Operational Commander will be responsible for vehicle accident review and may take whatever action necessary to remediate or remove a driver who has been involved in a vehicle accident. "Vehicle accident" includes non-moving and single-vehicle incidents.
- G. Community interface. For any complaints made by members of the community or fire and EMS system partners as they relate to operational response and service, ACFR will process and respond to such complaints if they involve ACFR personnel.
1. If a complaint involves SVRS personnel, the Operational Commander will assess whether the complaint alleges issues with service response and performance. The Operational Commander, in his sole discretion, may remove a volunteer from a shift or otherwise remediate a situation based on a complaint.
 2. If a complaint involves SVRS personnel, the Operational Commander will report the complaint to the Chair or SVRS Chief, once installed, regardless of whether any action was taken by the Operational Commander.
 3. Although the County anticipates supporting SVRS recruiting efforts, it will not be ultimately responsible for or required to participate in volunteer recruiting efforts.

IV. SVRS Responsibilities

- A. Organizational integrity. SVRS is solely responsible for the viability and corporate health of its organization.
- B. Bylaws. The County expects that SVRS will rewrite its bylaws and file them with the State Corporation Commission. SVRS will provide the most recently-adopted copy of bylaws to the Operational Commander and shall deliver any revised or newly-adopted bylaws to the Operational Commander as soon after adoption as practicable.
- C. Membership and recruitment, generally. SVRS is ultimately responsible for recruiting, retaining, processing, hiring, firing, training, and development of all SVRS personnel. SVRS makes all decisions on membership status and discipline, if necessary.
1. SVRS will maintain accurate personnel records in the records management system designated by the County;
 2. SVRS agrees that it will not appoint or empower any operational officers, save the SVRS Chief, until after termination of this Agreement.
- D. Membership and recruitment, benchmarks. SVRS is ultimately responsible for recruiting and maintaining members sufficient to provide services according to its

bylaws and the needs of its service area.

1. *Reporting.* By the first day of every month during the term of this Agreement, SVRS will submit to ACFR the following:
 - a. The number of total active volunteers, specifying who are drivers, released EMTs, and certified EMTs;
 - b. The number of shifts actually covered by each volunteer;
 2. *Recruiting benchmarks.* In the time frame indicated below, SVRS will have met the following recruiting benchmarks:
 - a. Within 6 months, the volunteer roster will have net increased by 5 members from the initial roster as submitted to ACFR within the first month after execution of this Agreement;
 - b. Within 12 months, the volunteer roster will have net increased by 10 members from the initial roster;
 - c. By the end of 18 months, the volunteer roster will have net increased by 15 members from the initial roster;
 3. *Training benchmarks.* In the time frame indicated below, SVRS will have met the following training benchmarks:
 - d. Within 6 months, the volunteer roster will have net increased by 2 certified EMTs and 2 Released EMTs from the initial roster as submitted to ACFR within the first month after execution of this Agreement;
 - e. Within 12 months, the volunteer roster will have net increased by 4 certified EMTs and 4 Released EMTs from the initial roster;
 - f. By the end of 18 months, the volunteer roster will have net increased by 6 certified EMTs and 6 Released EMTs from the initial roster;
 4. *Staffing benchmarks.* In the time frame indicated below, SVRS will have met the following staffing and shift coverage benchmarks:
 - a. Within 6 months, SVRS volunteers cover no fewer than 4, 12-hour shifts per week with a released driver and released EMT, at a minimum, on each shift for 90% of shifts during this period;
 - b. Within 9 months:
 - i. SVRS volunteers continue to cover no fewer than 5, 12-hour shifts per week with a released driver and released EMT, at a minimum, on each shift for 90% of shifts during this period;
 - c. Within 12 months:
 - i. SVRS volunteers will cover no fewer than 7, 12-hour shifts per week with a released driver and released EMT, at a minimum, on each shift for 90% of shifts;
 - d. By the end of 18 months:
 - i. SVRS volunteers continue to cover no fewer than 9 12-hour shifts per week with a released driver and released EMT, at a minimum, on each shift for 90% of shifts;
- E. Recruitment of SVRS Chief. In the time frame indicated below, SVRS will have accomplished the following in pursuit of the recruitment of a volunteer chief:
1. *Within three months:*
 - a. Consulted with the ACFR Chief regarding standards and qualifications;

- b. Posted a job advertisement; and
 - c. Begun accepting applications.
 - d.
2. *Within nine months:*
 - a. SVRS candidate for chief has been selected;
 - b. The candidate has signed a letter of commitment for a term of no less than 2 years;
 - c. SVRS Chief begins a 9-month mentorship period with ACFR Operational Commander; and
 - d. SVRS Chief assumes responsibilities for personnel matters, if so dictated by SVRS bylaws;
 3. *Within twelve months:*
 - a. SVRS Chief continues 6-month mentorship period;
 - b. SVRS Chief assumes command of the volunteer force with directional assistance from Operational Commander. Ultimate operational authority still rests with Operational Commander.
 4. *At the end of eighteen months:*
 - a. SVRS Chief assumes full command as dictated by the SVRS bylaws;
 - b. Operational Commander turns over all responsibilities for operational management and control; and
 - c. ACFR personnel and equipment that were assigned to SVRS by the terms of this Agreement will be withdrawn.

V. Responsibilities of All Parties

- A. Communication. Both parties will provide open and consistent communication throughout the performance of this Agreement. The parties will make every effort to be transparent and accurate in their representations. Inaccuracies and chronic untimeliness in SVRS reporting to the County may be a factor in termination of this Agreement.

VI. Release and Indemnification.

- A. Indemnification/Hold Harmless. To the extent permitted by law, SVRS hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the County, its officers, employees, or agents under or in connection with the license granted in Section II (“SVRS Property and Equipment”) of this Agreement. SVRS agrees to indemnify and hold harmless the County and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to Section II of this Agreement,

and (c) performance or failure to perform the duties and responsibilities as outlined in Section II of this Agreement. Upon written demand by the County, SVRS shall assume and defend at SVRS's sole expense any and all such suits or defense of claims made against the County, its agents, volunteers, servants, employees or officials as it relates to the license and permissions granted in Section II of this Agreement.

- B. Waiver and Release. Further, SVRS agrees to forever waive liability and claim of damages and release the County and its officers, employees, and agents (collectively, "the County") from liability or responsibility for any damages or injuries resulting from the performance under this Agreement, including but not limited to any damage or injury resulting from use of entry or breaching techniques and use of force. Further, SVRS expressly release the County from any liability for damages suffered by SVRS personnel when acting under the tactical direction or incident command of ACFR personnel. It is acknowledged and agreed that at no time are SVRS personnel employees, agents, volunteers, or servants of the County for purposes of this Agreement.
- C. Governmental Purposes. The parties agree that all actions taken by County personnel under this Agreement are deemed to be for public and governmental purposes, and the County continues to enjoy all immunities from liability under the law.

VII. Termination

- A. Early Termination. Any Party may terminate its participation in this Agreement by providing 60 days written notice to:

Albemarle County, Virginia
Fire and Rescue Chief
401 McIntire Rd.
Charlottesville, VA 22902
(434) _____ (telephone)
(434) _____ (facsimile)

Scottsville Volunteer Rescue Squad, Inc.

1. If SVRS gives notice of intent to terminate this Agreement before expiration, they must provide any and all requested information about their volunteer rosters, qualifications of volunteers, ability to handle shifts, and any other relevant information. The Board of Supervisors, in consultation with the ACFR Chief, will assess whether SVRS has met any benchmarks described herein and whether it should be subject to a vote for dissolution.

2. If the County gives notice of intent to terminate, the County will withdraw personnel, equipment, and support provided for by this Agreement no later than 60 days after providing notice.
- B. SVRS compliance. SVRS agrees that, at the time of the execution of this Agreement, conditions are present that, without more support, justify dissolution of the organization. SVRS acknowledges that, if it does not achieve the necessary benchmarks as outlined herein or otherwise fails to comply with the terms of this Agreement during its term, the Board of Supervisors, in consultation with the ACFR Chief, will consider the issue of dissolution of SVRS, pursuant to Virginia Code Section 32.1-111.4:7(D) at the next public meeting. Nothing in this section restricts the actions of the Board of Supervisors or the bases upon which it may take action. If dissolution is approved, all property held or co-titled by SVRS shall become the property of the County. SVRS agrees that it will make every effort to affect transfer of title and possession of all property immediately—including the Station, Other Property, and any other tangible or intangible property—to the County and cooperate with any efforts to dissolve SVRS.

VIII. Miscellaneous Provisions

- A. Release of Information. In order to fulfill its obligations under this Agreement, the County will likely possess records and information of SVRS. SVRS acknowledges that the County is subject to the Virginia Freedom of Information Act and other provisions of law that may require, prohibit, or allow the discretionary release of information in its possession. The County will follow federal, state, and local law and regulation and exercise its discretion in the release of information as it sees fit. If practicable, prior to release of information or documents that were obtained from SVRS, the County will advise SVRS of the intended release.

By subscription of their signatures below, the parties herewith acknowledge that they have read, understood, and will abide by the foregoing statements. Such signature shall also attest to the authority of the signatory to enter into this agreement.

Approved for Content:

Approved for Legal Sufficiency:

Dan Eggleston, ACFR Chief Date
County of Albemarle, Virginia

County Attorney's Office Date
County of Albemarle, Virginia

Approved:

Chair, Board of County Supervisors
County of Albemarle, Virginia

By subscription of their signatures below, the parties herewith acknowledge that they have read, understood, and will abide by the foregoing statements. Such signature shall also attest to the authority of the signatory to enter into this agreement.

Approved:

Approved for Legal Sufficiency:

Draft