

RESUME

August 9, 2016

**APPROVAL OF COOPERATIVE AGREEMENT WITH DINWIDDIE
COUNTY TO PROVIDE FIRE PROTECTION AND EMERGENCY
MEDICAL SERVICES TO PORTIONS OF DINWIDDIE COUNTY**

For many years, the volunteers of Carson Volunteer Fire Department, Company 3, have provided emergency fire and EMS services to a portion of Dinwiddie County. (See attached map showing response area.) In recognition of those services, Dinwiddie has been making an annual contribution to the operating expenses of Company 3 of approximately \$13,500. In addition, in exchange for a formal fifteen-year agreement to continue these services, Dinwiddie has agreed to make a one-time capital contribution of \$250,000 to defray the costs of the new Carson Station. The capital contribution represents the approximate percentage of Dinwiddie calls to all calls responded to by Carson times the total cost of the new station. During the term of the Agreement, Dinwiddie will also continue their annual operating cost contribution adjusted by the CPI. The Dinwiddie Board of Supervisors approved the Agreement at their July 19, 2016 meeting. The County Administrator recommends approval of the attached Agreement.



Carson VFD Co. 3 First Due Response area in Dinwiddie County shaded in purple

**COOPERATIVE AGREEMENT
BETWEEN PRINCE GEORGE COUNTY AND DINWIDDIE COUNTY
TO PROVIDE FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES TO
DINWIDDIE COUNTY**

This AGREEMENT made and entered into this ____ day of _____, 2016 by and between the COUNTY OF PRINCE GEORGE, VIRGINIA, a political subdivision of the Commonwealth of Virginia, (“Prince George”), and the COUNTY OF DINWIDDIE, VIRGINIA a political subdivision of the Commonwealth of Virginia, (“Dinwiddie”) provides as follows:

WHEREAS, Prince George owns a fire station and related equipment in Carson, Virginia and fire and emergency medical services are provided from that station by Carson Volunteer Fire Department, Company 3, an unincorporated organization formed pursuant to §§ 27-8 et. seq., Code of Virginia, 1950, as amended, and;

WHEREAS, for a number of years, Dinwiddie has provided financial support to Prince George to defray a portion of the operating expenses of Company 3 in exchange for Company 3 responding to incidents in Dinwiddie; and

WHEREAS, Prince George has recently built a new fire station in Carson for use by Company 3 and Dinwiddie has agreed to pay to Prince George a one-time capital payment to offset some of the capital costs of the new fire station in Carson in an amount that approximates the percentage of calls responded to by Company 3 from Carson into Dinwiddie; and

WHEREAS, Section 27-3 of the Code of Virginia, 1950, as amended, authorizes local governments to establish and carry into effect plans to provide mutual firefighting aid; and

WHEREAS, Prince George and Dinwiddie desire to jointly exercise powers under §§ 27-2 through 27-4, Code of Virginia, 1950, as amended, in order to maximize the efficient delivery of emergency services to Dinwiddie by providing for an automatic response into Dinwiddie with the closest units from Company 3 that are located in Carson; and

WHEREAS, this cooperative Agreement is entered into in furtherance of the policies set forth in § 15.2-3209(5), Code of Virginia, 1950, as amended, and shall be without prejudice to either party for the purposes of Section 15.2-3209(5).

W I T N E S S E T H:

NOW THEREFORE, that for and in consideration of the mutual benefits to be derived by both Prince George and Dinwiddie, the parties hereto covenant and agree as follows:

1. Dinwiddie will make a “one-time” capital contribution of \$250,000 no later than July 1, 2016 to Prince George to be used to fund a portion of the capital cost of the new Carson Fire Station Building. Such payment generally reflects the historical percentage of responses by Company 3 at Carson responding to calls within Dinwiddie in comparison to the total number of calls.
2. Prince George’s coordinated fire and emergency medical services system, using Company 3 personnel and Prince George’s equipment from Carson Fire Station, will provide automatic “first response” for all fires and other emergencies such as “hazmat” incidents or natural disasters and related incidents which may not be emergencies which occur in such areas of Dinwiddie County as are reasonably designated by the Dinwiddie fire response plan for response by the Carson Fire Station and will provide other responses in Dinwiddie County in a manner as agreed upon between the two Fire/EMS agencies. All personnel, operating or capital costs related to each individual response shall be borne by Prince George. Such services shall be provided for 15 years from the date of this Agreement in consideration of the aforementioned “one time” \$250,000 capital contribution and the ongoing annual contribution described in Section 9. After 15 years, this

Agreement may be renewed, subject to the mutual agreement of Prince George and Dinwiddie.

3. Prince George shall respond to such emergencies or events on an “as needed” basis. Any such Prince George response shall be limited by the on-site capabilities of Company 3 at the time of notification to the County of the response need.
4. Equipment resources at Carson shall at a minimum include a Class A pumper, tanker, brush truck and command vehicle.
5. Dinwiddie shall not be liable to Prince George for any personal injury or death to emergency services personnel or any loss or damage to equipment resulting from the performance of any services under this Agreement, whether such loss, damage, injury or death occurs within or without the jurisdictional boundaries of either Dinwiddie or Prince George. Nor shall there be any responsibility of Dinwiddie for any loss, damage, injury or death incurred when Prince George responders are going to or returning from Dinwiddie to provide services in accordance with this Agreement.
6. The services performed and expenditures made under this Agreement shall be deemed for public and governmental purposes and all immunities from liability enjoyed by Prince George within its boundaries shall extend to its participation in rendering emergency assistance or other type of response outside of its boundaries in Dinwiddie. It is understood that for the purposes of this Agreement, Prince George is rendering aid during its travel to and from the emergency or call for service, as well as while at the scene of the emergency or call for service.

7. Prince George agrees to pay the actual cost of specialized agents such as foam, or water, etc. or other expended consumable supplies, whether medical or otherwise, which are used in providing services in accordance with this Agreement.
8. All benefits available to employees and volunteers of Prince George shall extend to the services they perform under this Agreement.
9. This Agreement specifically does not supersede the historical practice between Prince George and Dinwiddie in which Dinwiddie makes an annual payment of \$13,500 to Prince George to defer annual operating costs at Carson and such practice shall remain in effect in addition to the obligations contained in this Agreement. Such amount shall be adjusted annually beginning July 1, 2017 to reflect any increase or decrease for the preceding year in the Consumer Price Index, U.S. City Average, All Urban Consumers (CPI-U) All Items (1982-84 = 100). If Dinwiddie chooses to stop making the annual payment for operating expenses, this Agreement shall be null and void.
10. All parties to this Agreement recognize that they are each fully capable of providing independent services to adequately provide fire protection and emergency medical services within their respective political subdivisions.
11. This cooperative Agreement is entered into in furtherance of the policies set forth in Section 15.2-3209(5) of the Code of Virginia, 1950, as amended, and shall be without prejudice to either party for the purposes of Section 15.2-3209(5).
12. Dinwiddie recognizes that Prince George makes no representations as to the quality or extent of services that are available or provided for any particular

response under this Agreement and that there may be instances where personnel are not available to answer calls.

13. This Agreement may only be amended or modified by the written consent of each of the parties hereto.
14. This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party, and no third party shall have any right of action hereunder for any reason whatsoever. Any services performed or expenditures made in connection with this Agreement by either party shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the receiving jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

PRINCE GEORGE COUNTY, VIRGINIA,
A political subdivision of the
Commonwealth of Virginia

By _____
Percy C. Ashcraft, County Administrator

Approved as to form:

Steven L. Micas
County Attorney

COUNTY OF DINWIDDIE, VIRGINIA,
A political subdivision of the
Commonwealth of Virginia

By _____
W. Kevin Massengill, County Administrator

Approved as to form:

Tyler Southall
County Attorney