



# Albemarle County

## Legislation Details (With Text)

**File #:** 18-101      **Version:** 1      **Name:**  
**Type:** Resolution      **Status:** Consent Agenda  
**File created:** 11/17/2017      **In control:** Board of Supervisors  
**On agenda:** 1/3/2018      **Final action:**  
**Title:** Fire Services Agreement between the City of Charlottesville and Albemarle County  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** 1. Attach. A -- First Amendment to Fire Services Agreement, 2. Attach. B -- Resolution

Date	Ver.	Action By	Action	Result
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**AGENDA DATE:** 1/3/2018

**TITLE:**

Fire Services Agreement between the City of Charlottesville and Albemarle County

**SUBJECT/PROPOSAL/REQUEST:** Adoption of the Fire Services Agreement effective July 1, 2018

**ITEM TYPE:** Consent Action Item

**STAFF CONTACT(S):** Richardson, Walker, Kamptner, Farley, Eggleston

**PRESENTER (S):** Dan Eggleston

**LEGAL REVIEW:** Yes

**REVIEWED BY:** Jeffrey B. Richardson

**BACKGROUND:** In May 2000, the County entered into an agreement with the City of Charlottesville for the provision of fire and emergency services for defined response areas of the County. The County did not intend the fire services agreement to be a long-term solution, but rather to provide coverage while the County developed its fire rescue system to more effectively address current and future service needs. The agreement was for an initial term of 10 years beginning July 1, 2000 and expiring June 30, 2010. In 2008, the agreement was amended to allow the County to extend the term of the agreement for up to three additional terms expiring June 30, 2013. The County has extended the agreement under the original terms twice.

The need to provide fire rescue services to the County urban areas around the City, including the Ivy area, was originally identified in a 1994 report to the Board (commonly referred to as the "Deatley report"). Over the years, priority was given to open the Monticello and Hollymead stations. Beginning in November 2010, as part of the five-year financial planning process, the Board became aware that the City's response times to the Ivy area would significantly increase once the City relocated its fire station from Ivy Road in the County to Fontaine Avenue in the City. Given the planned relocation of the City's fire station and the critical need to provide protection to Ivy and the surrounding development areas, the Board directed staff to prepare to terminate the fire service agreement and redirect the related funding to construct and staff the Ivy Fire Rescue

station. Notice to the City was given to extend the fire services agreement through June 30, 2013 and to terminate the fire services agreement effective at midnight on June 30, 2013.

The Board further instructed staff to begin negotiations with the City on a new fire services agreement. City and County staff renegotiated a contract to continue providing unified fire and emergency medical services, effective July 1, 2014. Based on the opening of the Ivy Fire Rescue Station, the number of City-to-County calls was reduced from approximately 1,800 calls a year to fewer than 400 calls a year, taking the annual price of the contract from approximately \$990,000 annually to approximately \$190,000 annually.

The renegotiated contract is set to expire on June 30, 2018, with the option to extend the agreement for one additional five-year term, through June 30, 2023. Although the Pantops Public Safety Station will be open by the time this agreement expires, there are no initial plans to expand fire or medical services in the Pantops area in a way that will impact the City Fire Services Agreement.

The attached Amendment to the Fire Services Agreement (Attachment A) would extend the Agreement through June 30, 2023.

**STRATEGIC PLAN:** *Quality Government Operations:* Ensure County government's capacity to provide high quality service that achieves community priorities

**DISCUSSION:** The intent of the Fire Services Agreement is to continue the cooperative, unified approach for fire and emergency services for the Charlottesville-Albemarle community in an effective and fiscally responsible manner. In general, the agreement is designed to provide the following responses:

**Automatic Aid (AA)** - City Fire Department will be dispatched automatically as a first due company to certain designated areas in the County.

**Automatic Mutual Aid (AMA)** - City or County Fire Department is automatically dispatched across jurisdictional boundaries to defined areas outside of a first due geographical area. In terms of a County response, a City company will automatically be dispatched to certain designated areas to support County companies.

**Mutual Aid (MA)** - City or County Fire companies are dispatched across jurisdictional boundaries on request from one jurisdiction to another.

To ensure that adequate resources remain available for emergency response in each jurisdiction, the City and the County will limit responses to no more than two fire companies at any given time, unless the on-duty Chief Officer in the responding jurisdiction authorizes a greater response.

#### Terms

If adopted, the Fire Services Agreement will be in effect for a term of five years, beginning July 1, 2018 and expiring June 30, 2023. Any additional agreement for a provision of fire services between the parties after that date must be executed in a separate written agreement. Either party may terminate the agreement at any time upon written notice at least one year prior to the effective date of termination.

#### Total Annual Payment

The Total Annual Payment for fire services is based on a combination of factors, including a portion of the City's debt service for apparatus replacement (\$8,445); a portion of capital costs for fire stations (\$10,000); hazardous materials costs (\$10,000); and a calculated cost per call (\$595). The cost per call is adjusted annually by the published change in the Consumer Price Index (CPI). If a City Fire Department unit is committed on a call in the assigned AA response area of the County and a second City unit is dispatched to the County as an AA response, the cost for the second unit will be billed at twice the contractual cost per call rate (\$1,190 in the first year of this Agreement). The parties anticipate a second unit AA response

approximately 25 times a year.

Calculation of the Total Annual Payment

This amendment extends the current contract with the City for an additional five years, and does not change the calculation of the total annual payment. To allow for flexibility and to provide services in a manner that is most beneficial, the City and County agreed that the annual Cost per Call Fee will be a fixed amount to be applied when the total net number of AA and AMA responses by the City into the County is at least 100, and no more than 400. The total net number of AA and AMA responses by the City into the County will be determined on an annual basis by subtracting the total number of AA and AMA responses by the County into the City from the total number of AA and AMA City responses into the County. This fixed amount will be adjusted annually based on inflation.

Additional payments and credits

If the total net number of City AA and AMA responses in any contract year exceeds 400, the County will pay the applicable Cost per City Fire Department Call fee then in effect for each call above 400. If the total net number of City AA and AMA responses in any contract year is less than 100, the County will be given a credit against the Total Annual Payment in the amount of the applicable Cost per City Fire Department Call fee then in effect for each call less than 100.

The City Council approved this amendment at its meeting on December 18, 2017.

**BUDGET IMPACT:** The FY 18 Adopted Budget includes \$191,852 for the City fire contract. In the future, this amount is anticipated to increase by a percentage close to inflation until the net City responses into the County exceeds 400, at which point the County will pay approximately \$624 per call (adjusted annually by inflation). While the exact timing of when 400 net responses cannot be known, for perspective, from FY 15 to FY 17, the number of net City responses into the County increased from 255 to 332.

**RECOMMENDATION:**

Staff recommends that the Board adopt the attached Resolution (Attachment B) to approve the First Amendment to the Fire Services Agreement.

**ATTACHMENTS:**

Attachment A - First Amendment to the Fire Services Agreement

Attachment B - Resolution