

This EMERGENCY MEDICAL SERVICES AGREEMENT ("Agreement") is made and entered into by the Charlottesville-Albemarle Rescue Squad, Inc. ("CARS") and the City of Charlottesville, Virginia ("City") on this _____ day of _____, 2024, in order to memorialize the relationship between CARS as a component part of the Charlottesville Fire Department ("CFD") and a designated emergency response agency.

WITNESSETH:

WHEREAS, CARS has provided and continues to provide essential emergency medical services ("EMS") to the citizens of the City; and

WHEREAS, the City and CARS share a mutual desire to provide the most effective, efficient, and highest-quality EMS to the citizens and visitors of Charlottesville; and

WHEREAS, CARS has and will continue to provide EMS to the City of Charlottesville under this Agreement as a component part of the CFD; and

WHEREAS, on June 2, 2014, the Charlottesville City Council enacted City Code Sec. 12-40 et seq., which requires any designated emergency response agency ("DERA") operating an EMS vehicle in the City to charge reasonable fees, as established by City Council, for EMS transport services (the "Cost Recovery Program");

NOW, THEREFORE, IT IS AGREED:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following terms shall have the respective meanings as set forth or referenced below:

"Charlottesville emergency medical services system" or "EMS system" means the system of designated emergency response agencies, vehicles, equipment, and personnel; health care facilities; other health care and emergency services providers; and other components engaged in the planning, coordination, and delivery of emergency medical services within the City, including individuals and facilities providing communication and other services necessary to facilitate the delivery of emergency medical services in the City.

"Component part" means an independent not-for-profit organization that forms a constituent element of the city's fire and emergency medical services department and which is deemed an instrumentality of the city for purposes of Virginia Code § 32.1-111.4:6.

"Designated emergency response agency" or "DERA" means an EMS agency that responds to medical emergencies for its primary service area as defined by the City's EMS system and response plan, and is recognized as an integral and essential part of the official public safety program of the City for purposes of Virginia Code § 15.2-955.

"Emergency Communications Center" or "ECC" means the regional agency which operates the Public Safety Answering Point (PSAP) in the City and the County of Albemarle.

“Emergency incident” means any incident where there is imminent danger to life, health, property or the environment, or the actual occurrence of fire or explosion or of the uncontrolled release of hazardous materials which threaten life or property to which members of the city’s fire and emergency medical services department are called or dispatched, including but not limited to, incidents requiring fire suppression, emergency medical care, rescue, or services related to hazardous materials.

“Emergency medical services” or “EMS” means health care, public health, and public safety services used in the medical response to the real or perceived need for immediate medical assessment, care, or transportation and preventive care or transportation in order to prevent loss of life or aggravation of physiological or psychological illness or injury. EMS includes all activities associated with the provision of lifesaving medical services, including emergent and non-emergent response to 911 calls for medical assistance, standby services at public or private functions, emergent and non-emergent transport between medical facilities, and all incidental activities including, but not limited to, training activities.

“Emergency medical services agency” or “EMS agency” means any person or group engaged in the business, service, or regular activity, whether for profit or not, of rendering immediate medical care and providing transportation to persons who are sick, injured, wounded, or otherwise incapacitated or helpless and that holds a valid license as an emergency medical services agency issued by the state Commissioner of Health in accordance with Virginia Code § 32.1-111.6.

“Emergency medical services personnel” or “EMS personnel” means persons who are employed by, or who are volunteer members of, an emergency medical services agency and who provide emergency medical services pursuant to an EMS agency license issued by the state Commissioner of Health and in accordance with the authorization of that agency’s operational medical director.

“Emergency medical services vehicle” or “EMS vehicle” means a vehicle that holds a valid Advanced Life Support transport vehicle permit issued by the Virginia Office of Emergency Medical Services (OEMS) that is equipped, maintained, or operated to provide emergency medical care or transportation of patients who are sick, injured, wounded, or otherwise incapacitated or helpless.

“Final dispatch location” means the actual location of an emergency incident, as indicated by the last notation of emergency location in the Computer-Aided Dispatch record for that incident.

ARTICLE II: CARS AS COMPONENT PART OF CHARLOTTESVILLE FIRE DEPARTMENT; CARS AS DESIGNATED EMERGENCY RESPONSE AGENCY

Section 2.01 CARS Designated Emergency Response Agency

- A. In accordance with City Code, CARS partners with the City and is a component part of the CFD and deemed an instrumentality of the City solely for purposes of Virginia Code § 32.1-111.4:6; is a DERA and recognized as an integral and essential part of the official public safety program of the City for purposes of Virginia Code § 15.2-955; and therefore may provide EMS services pursuant to this Agreement to the City.

- B. The City, under the terms of this Agreement and all applicable regulations within the City of Charlottesville, shall be deemed to employ the use of 1.5 EMS vehicles owned and operated by CARS for the duration of this Agreement.

Section 2.02 Operational Agreements

- A. CFD and other stakeholder agencies may, from time to time, agree to implement operational protocols, staffing agreements, standard operating procedures, incident response plans, dispatching rules, guidelines, and other agreements (collectively, “Operational Agreements”) to operationalize the mutual understanding described in this Agreement. In the event of a conflict between this Agreement and an Operational Agreement, this Agreement shall control.
- B. The most current CFD response time benchmarks in effect as of the date of this Agreement and any subsequent benchmarks as amended from time to time for operational efficiency shall be used, in the most current form, throughout the duration of this Agreement.

Section 2.03 Exclusive Access to Approved EMS Vehicles

- A. CARS and the City agree that CARS, as a component part of the CFD, shall at all times provide 1.5 EMS vehicles to the City.
- B. Each EMS vehicle to be used for EMS services within the City must be inspected and approved by the CFD Chief or his or her designee (hereinafter “approved EMS vehicle”). CARS shall make each approved EMS vehicle available upon request by the City for yearly inspection and approval.
- C. On an on-call 24-hour basis CARS shall have 1.5 approved EMS vehicles available to the City. CARS and the City may mutually agree to inspect and approve more than 1.5 approved EMS vehicles such that CARS may respond to calls outside the City jurisdiction and/or provide necessary mutual aid or event staffing within the City as requested. **However, CARS shall not at any time operate an EMS vehicle within the City of Charlottesville that has not been inspected and approved by the CFD’s Chief or his or her designee in accordance with City Code.**

Section 2.04 Non-Exclusive Relationship

Nothing in this Agreement shall be construed as restricting the ability of CARS to provide EMS services outside the City of Charlottesville, or to enter into other agreements, including Memoranda of Understanding, Mutual Aid Agreements, or other contracts, with other jurisdictions or entities. However, if CARS operates any EMS vehicle pursuant to any agreement with any other entity except the City, the City shall take no responsibility for such response, shall in no way be liable for any events resulting from such response, and shall not pay any fees related to such response.

Section 2.05 Best Interests of Public Safety

The City and CARS acknowledge that this Agreement is not intended to prevent CARS from taking any reasonable and appropriate action to address an immediate threat to life and/or public safety. Accordingly, it shall not be a violation of this Agreement for CARS to utilize a City approved EMS vehicle for a public safety call outside the City jurisdiction when required to address an immediate threat to life and/or public safety, including but not limited to responding to extraordinary incidents

such as active threats, mass casualty incidents, and situations where the EMS system is overtaxed beyond its capacity. **However, if CARS operates any EMS vehicle in response to such an event outside the City jurisdiction, or otherwise engages in EMS services beyond the scope of this Agreement, the City shall take no responsibility for such response or provision of services, shall in no way be liable for any events arising from such response or provision of services, including the death or injury of any person, or damage to any property, and shall not bill or pay any fees related to such response or provision of services.**

Section 2.06 Advisory Group

The City and CARS agree that there shall be an advisory group ("Chief's staff") composed of the two highest-ranking operational leaders of each component part of the fire department.

Section 2.07 Medical Control Board

- A. The City and CARS agree that there shall be a medical control board composed of each component agency's Operational Medical Director(s).
- B. The medical control board shall advise the fire department and its component parts regarding medical policy for patient care including, but not limited to, the development of medical care training standards, medical care procedures and protocols, medical care performance standards, and general medical care control policies.
- C. The term "medical protocols," as used in this section, shall mean any policy, or a collection of policies, directly relating to the actual delivery of medical care to a patient. All other policies and procedures of the fire department and its component parts shall not be within the purview of the medical control board.

ARTICLE III: FUNDING

Section 3.01 EMS Cost Recovery Program

- A. For all calls with a final dispatch location within the City, CARS agrees that the CFD shall be the exclusive billing agency and that any fees shall be in compliance with City Code Sec. 12-40 et seq.
- B. CARS shall not bill any additional fees for any calls with a final dispatch location within the City or on any occasion that CARS is responding as a component part of the CFD. All billing shall be in accordance with the rules and regulations governing billing for City Emergency Medical Services pursuant to federal, state, and local law.

Section 3.02 Billing Infrastructure

- A. CARS shall not independently bill for the EMS services it provides pursuant to this Agreement within the City limits and/or areas where CFD is under contractual agreement with the University of Virginia and/or Albemarle County to be the agency of first response (hereinafter "Service Area").

- B. CARS shall engage in separate and independent billing for EMS services rendered by CARS outside of the City's jurisdiction or contractual Service Area, and shall take any and all lawful actions necessary to assume responsibility for its own EMS billing program.
- C. CARS shall be exclusively responsible for all necessary licenses, permits, and certifications for its own EMS vehicles.
- D. CARS shall be responsible for applying for and maintaining all necessary provider identification numbers, including a Medicare/National Provider Identifier number; and for contracting with payers, other providers, and third-party service providers (such as billing agencies) for any services provided outside the Service Area.

Section 3.03 City Annual Contribution for Exclusive Use of CARS EMS Vehicles

For calls with a final dispatch location within the CFD Service Area, CARS shall dispatch inspected and approved EMS vehicle(s), in exchange for the following yearly contribution by the City to CARS:

A. Line-Item Costs Associated with 1 EMS Vehicle:

- 1. Medical Equipment: \$21,429.00
- 2. Medical Supplies: \$30,000.00
- 3. Exclusive EMS Vehicle Use: \$42,857.00
- 4. Fuel: \$6,300.00
- 5. Repair Cost: \$6,000.00
- 6. Cellular Lines: \$1,440.00
- 7. Cleaning & Sterilization: \$3,600.00
- 8. Radio Communication Services: \$3,571.00
- 9. Personal Protective Equipment: \$10,000

Total Yearly Contribution per EMS vehicle = \$125,197.00

x 1.5 EMS vehicles = **\$187,795.50**

B. Inspection and Training Costs for CARS Volunteers:

When responding to calls within the CFD Service Area, all CARS members operating or riding in an approved EMS vehicle under the authority of the Fire Chief shall be certified by the OEMS as an Emergency Medical Technician ("EMT"), Advanced EMT, EMT-Intermediate, or EMT-Paramedic (hereinafter "Required Certifications"), except persons approved to ride as observers, persons precepting and not yet certified, and/or driver-only personnel certified through the Emergency Vehicle Operators Course in accordance with OEMS regulations are also permitted to operate or ride in an approved EMS vehicle. CARS shall provide evidence to the CFD Chief or his or her designee demonstrating, to his or her sole discretion and satisfaction, that all CARS members have met the minimum Required Certifications. In recognition of this requirement, the City shall make to CARS an annual Training/Certification Contribution of **\$262,204.50**.

C. Total Yearly Fair Market Value for 24-hour Availability of 1.5 EMS vehicles:

The total annual contribution from the City to CARS shall be **\$450,000.00** per fiscal year and shall be subject to appropriation by City Council. Such contribution may be adjusted on a yearly basis in accordance with changes in the consumer price index and such annual

adjustment shall be documented in a written amendment in accordance with Section 4.17 of this Agreement.

- D. Notwithstanding the foregoing, the total annual contribution amount from the City to CARS shall not be increased by more than ten percent (10%) of the amount of the previous year's annual contribution without City Council consent by resolution.

Section 3.04 Other Fundraising Allowed

Nothing in this Agreement shall constrain the ability of CARS to seek funding from other sources, including the solicitation of public donations. Furthermore, nothing in this Agreement shall constrain the ability of the City to use whatever funding methods it may see fit, consistent with federal, state, and local law, to fund its obligations under this Agreement, such as the use of one-time contributions for capital expenditures.

ARTICLE IV: MISCELLANEOUS PROVISIONS

Section 4.01 Entire Agreement

This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter herein and supersedes all prior and contemporaneous memoranda of understanding, agreements, representations, and warranties, both written and oral, with respect to the subject matter. Any Memoranda of Understanding previously executed between CARS and the City of Charlottesville regarding the same or substantially similar subject matter of this Agreement are canceled and void, with immediate effect.

Section 4.02 Term of Agreement

The term of this Agreement (the "Initial Term") commences on the Effective Date and will be valid for a period of **five (5) years unless and until terminated as provided below**. Upon expiration of the Initial Term, this Agreement shall automatically renew for one (1) additional five-year term unless either party provides written notice of nonrenewal at least 60 days prior to the end of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term"), or unless sooner terminated as provided under Section 4.03.

Section 4.03 Option to Terminate

This Agreement may be terminated at any time and for any reason by either party by giving sixty (60) days' advance written notice to the other party. Should either party terminate this Agreement, the terminating party will cooperate in good faith with the other party to resolve all outstanding contribution and/or operational issues outlined in this Agreement. The cancellation of this Agreement shall not affect any of the preexisting rights of either party.

Section 4.04 Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia.

Section 4.05 Venue

Any disputes between the parties herein shall be handled in the Courts having jurisdiction within the City of Charlottesville.

Section 4.06 Severability

If any term or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement to give effect to the original intent of the parties as closely as possible in order that the understanding contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 4.07 Relationship of the Parties

Nothing contained in this Agreement shall be construed as creating any specific agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties **beyond the obligations herein regarding 1.5 EMS vehicles and volunteers operated by CARS as a component part of the CFD**. Neither party, by virtue of this Agreement, shall have any right, power, or authority to act or create an obligation, express or implied, on behalf of the other party.

Section 4.08 Non-Appropriation

Payment and performance contributions or other obligations of the City, beyond the initial year of this Agreement, are expressly conditioned upon the availability of and appropriation by the City of public funds therefor in each subsequent fiscal year. When public funds are not appropriated or are otherwise unavailable to support continuation of performance by the City in a subsequent fiscal period, this contract and the City's obligations or requirement to make contributions hereunder shall automatically expire, without liability or penalty to the City. Within a reasonable time following City Council's adoption of a budget, the City shall provide CARS with written notice of any non-appropriation or unavailability of funds affecting this Agreement.

Section 4.09 Non-Discrimination

During the performance of this Agreement, CARS agrees that it will not discriminate against any volunteer member, volunteer applicant, employee, or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment or public accommodation, except with respect to employment where there is a bona fide occupational qualification reasonably necessary to the normal operation of CARS.

Section 4.10 Liability Insurance Required

- A. At its sole expense, CARS shall secure liability insurance, covering any damages caused by the negligent or wrongful acts or omissions of any CARS employees, agents, or volunteers, in the performance of this Agreement, with coverage in an amount not less than \$1,000,000 per occurrence (hereinafter "Required Insurance").
- B. CARS shall maintain the Required Insurance in effect throughout the Term of this Agreement and for a period of three (3) years following termination of this Agreement.
- C. Upon receipt of any notice, verbal or written, that any policy of the Required Insurance is subject to cancellation, CARS shall immediately (within one business day) notify the City.
- D. Each policy of the Required Insurance shall be endorsed to include the Required Endorsements specified herein below.

- E. CARS's failure to comply with any of the requirements of this Section shall constitute a material breach of this Agreement entitling the City to terminate this Agreement without notice to CARS and without penalty to the City.

Section 4.11 Endorsements to Required Insurance Policies

Each insurance policy required by this Agreement shall be endorsed to include the following clauses ("Required Endorsements"):

- A. Should any of the insurance policies be canceled before the expiration date thereof, the issuing insurance company will endeavor to mail written notice of such cancellation to the City at least 10 days in advance; and
- B. The City of Charlottesville, its officers, agents, employees, representatives, and volunteers are added as additional insureds as respects the operations and activities of (or on behalf of) the named insured, performed under contract with the City of Charlottesville.

Section 4.12 Proof of Insurance

Upon execution of this Agreement, CARS shall provide the City with a certificate of insurance, issued by CARS's insurance company(ies) and signed by a person authorized by the insurance company(ies) to bind it to the representations contained therein, or other written documentation satisfactory to the City in its sole discretion, confirming the Required Insurance policy(ies) and the beginning and ending date(s) of the policy(ies). These certificates and copies of the Required Insurance policy(ies), shall be provided to the City by CARS (without demand by the City) on or before the expiration date of any policy and upon each anniversary of the commencement date of this Agreement, and at other times throughout the Term of this Agreement within ten days of a request therefore by the City.

Section 4.13 Line of Duty Act - Qualifying Members

The City is a participating employer for purposes of the Line of Duty Act ("Act"), Virginia Code § 9.1-400 et seq., and makes annual contributions to the Line of Duty Death and Health Benefits Trust Fund for qualifying employees pursuant to the Act. For purposes of the Act, CARS has been recognized by ordinance (City Code § 2-3) as an integral part of the official safety program of the City and, accordingly, CARS members are considered part of the City for purposes of the Act. Upon execution of this Agreement and on or before April 1 of each subsequent year for the duration of this Agreement, CARS shall provide the City with a current roster of all CARS members indicating each member's status and role in the organization.

Section 4.14 Indemnification

CARS hereby assumes, and shall defend, indemnify, and save the City harmless from and against any and all liability, loss, claim, suit, damage, charge, or expense which the City may suffer, sustain, incur, or in any way be subjected to, on account of death of or injury to any person (including, without limitation, City officers, agents, employees, licensees, and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with negligent actions taken by CARS in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission, or

misconduct of CARS, its agents or employees in the performance of CARS's obligations under this Agreement.

Section 4.15 Disclosure of Contract Documents

CARS acknowledges and understands that this Agreement, and all related public proceedings and records, shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.

Section 4.16 Designated Representatives

- A. The City's designated representative to receive all communications, claims, and correspondence regarding this Agreement is the City's Fire Chief or his or her designee. All communications, claims, and correspondence shall be sent to the City's representative at the following address: 2420 Fontaine Ave., Charlottesville, VA 22903.
- B. CARS's designated representative to receive all communications, claims, and correspondence regarding this Agreement is the active CARS President or his or her designee. All communications, claims, and correspondence shall be sent to CARS's representative at the following address: 828 McIntire Rd., Charlottesville, VA 22902.

Section 4.17 Modification

This Agreement may be modified by the parties during performance, but no modification shall be valid or enforceable unless in writing and signed by each of the parties hereto in the same manner and with the same formality as this Agreement and such modification expressly contemplates incorporation into this Agreement.

Section 4.18 Binding Effect of Agreement

The terms, provisions, and conditions of this Agreement shall bind and inure to the benefit of the respective parties hereto and to their representatives, successors, and (where permitted by this Agreement) their assigns.

Section 4.19 Interpretation of Provisions

In the event of any conflict, discrepancy, or inconsistency between this document and any other documents which have been incorporated into this document by reference or made exhibits or attachments hereto, then the provisions set forth within the body of this document shall govern the parties' agreement.

Section 4.20 Headings

Section, article, and paragraph headings contained within this Agreement have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition, or provision of this Agreement.

Section 4.21 No Waiver of Rights

No failure on the part of the City to enforce any of the terms or conditions set forth in this Agreement shall be construed as or deemed to be a waiver of the right to enforce such terms or conditions. No waiver by the City of any default or failure to perform by CARS shall be construed as or deemed to be a waiver of any other and/or subsequent default or failure to perform. The


acceptance of any performance of all or any part of this Agreement by the City, for or during any period(s) following a default or failure to perform by CARS, shall not be construed as or deemed to be a waiver by the City of any rights hereunder, including, without limitation, the City's right to terminate this Agreement.

Section 4.22 No Assignments

CARS shall have no right to assign, in any manner or fashion, any of the rights, privileges, or interests accruing to it under this Agreement to any other individual or entity, without the prior written consent of the City. In the event of an assignment CARS shall remain fully liable for the performance of all obligations imposed by this Agreement unless otherwise agreed, in writing, by the City.

IN WITNESS WHEREOF, the parties do hereby set forth their signatures, representing that the individuals who affix their signatures hereto have been duly authorized to bind each respective party to the terms and conditions of the foregoing Agreement:

Charlottesville-Albemarle Rescue Squad, Inc.:


By: Jonathan Howard, President

Date: July 3, 2024

City of Charlottesville, Virginia:

By: Samuel Sanders, City Manager

Date: _____

Approved as to Form:

City Attorney's Office

Date: _____

Funds Are Available:

Date: _____

Director of Finance or designee