

**FINANCE COMMITTEE
WEDNESDAY, JULY 24, 2013
SECOND FLOOR CONFERENCE ROOM
CITY HALL - MANASSAS, VIRGINIA
AGENDA**

5:30 PM CALL TO ORDER

- | | |
|---|-------------------|
| 1. Approve Minutes of the June 12, 2013, Finance Committee Meeting | 1 Minute |
| | Page / |
| 2. Consideration of City of Manassas and Greater Manassas Rescue Squad Service Agreement (Hughes/House/Enright) | 15 Minutes |
| | Page 5 |
-

City Manager's Time

ADJOURNMENT

cc: Mayor
Council Members
Lawrence D. Hughes

Diane Bergeron
Tamara Sturm

**MINUTES OF THE CITY COUNCIL FINANCE COMMITTEE
WEDNESDAY, JUNE 12, 2013
SECOND FLOOR CONFERENCE ROOM
CITY HALL - MANASSAS, VA**

COMMITTEE MEMBERS PRESENT: Council Member Marc Aveni, Chairman
Council Member J. Stephen Randolph

COMMITTEE MEMBERS ABSENT: Vice Mayor Andrew L. Harrover
Council Member Mark Wolfe (Alternate)

OTHERS PRESENT: Mayor Harry J. Parrish II, Council Member Jonathan L. Way, City Manager John A. Budesky, Budget Manager Diane V. Bergeron, Buildings and Grounds Superintendent Tim Fitzwater, Budget Technician Tamara Sturm, Public Works and Utilities Director Mike Moon, Treasurer Robin Perkins, Airport Director Juan Rivera, Assistant Fire and Rescue Chief Wade House, Community and Economic Development Director Liz Via-Gossman

GUESTS PRESENT: None

The meeting was called to order at 5:30 p.m. by Chairman Marc Aveni.

AGENDA ITEM #1 Approve Minutes of the May 29, 2013, Finance Committee Meeting

A motion was made and seconded to approve the minutes of the May 29, 2013, Finance Committee Meeting. The Committee approved (2/0).

AGENDA ITEM #2 Resolution 2013-59-R Amending the FY 2013 Budget by Budgeting and Appropriating \$30,000 from the Manassas City Public Schools for School Playground Equipment Capital Project

Tim Fitzwater presented Staff's recommendation to amend the FY 2013 Budget by budgeting and appropriating \$30,000 from the Manassas City Public Schools for School Playground Equipment Capital Project. The Committee approved (2/0). This item will be forwarded to the June 24, 2013, City Council meeting.

AGENDA ITEM #3 Resolution R-2013-59 Authorizing the Purchase of a Replacement Altitude Valve for Quarry Tank

Mike Moon presented Staff's recommendation to authorize the purchase of a replacement Altitude Valve for Quarry Tank. The Committee approved (2/0). This item will be forwarded to the June 24, 2013, City Council meeting.

AGENDA ITEM #4 Resolution 2013-60-R Amending the FY 2013 Budget by Budgeting and Appropriating \$8,519 Reimbursement from HIDTA (High Intensity Drug Trafficking Areas) for Overtime Worked by the Gang Task Force

Tamara Sturm presented Staff's recommendation to amend the FY 2013 Budget by budgeting and appropriating \$8,519 reimbursement from HIDTA (High Intensity Drug Trafficking Areas) for overtime worked by the Gang Task Force. The Committee approved (2/0). This item will be forwarded to the June 24, 2013, City Council meeting.

AGENDA ITEM #5 Resolution 2013-61-R Amending the FY 2013 Budget by Budgeting and Appropriating an \$877,390 Federal Aviation Administration Grant and a \$77,990 Virginia Department of Aviation Grant and Transferring \$19,500 of Airport Funds for the Relocation of the Localizer Antenna Project at the Airport and Accepting the Grants and Authorizing the Mayor to Sign the Grant Agreements

Juan Rivera presented Staff's recommendation to amend the FY 2013 Budget by budgeting and appropriating an \$877,390 Federal Aviation Administration Grant and a \$77,990 Virginia Department of Aviation Grant and transferring \$19,500 of Airport Funds for the relocation of the Localizer Antenna Project at the Airport and accepting the Grants and authorizing the Mayor to sign the Grant Agreements. The Committee approved (2/0). This item will be forwarded to the June 24, 2013 City Council meeting.

AGENDA ITEM #6 Resolution 2014-06-R Amending the FY 2014 Budget by Budgeting and Appropriating \$1,358,000 of Developer Proffers Included in the Schools FY 2014 Budget

Diane Bergeron presented Staff's recommendation to amend the FY 2014 Budget by budgeting and appropriating \$1,358,000 of Developer Proffers included in the Schools FY 2014 budget. The Committee approved (2/0). This item will be forwarded to the June 24, 2013, City Council meeting.

AGENDA ITEM #7 Resolution 2014-01-R Amending the FY 2014 Budget by Budgeting and Appropriating the FY 2014 Projects for the FY 2014 Five-Year Capital Improvement Program (CIP)

Diane Bergeron presented Staff's recommendation to amend the FY 2014 Budget by budgeting and appropriating the FY 2014 Projects for the FY 2014 Five-Year Capital Improvement Program (CIP). The Committee was split on this item (1/1). This item will be forwarded to the June 24, 2013, City Council meeting to be considered after the Public Hearing.

AGENDA ITEM #8 Resolution 2014-02-R Amending the FY 2014 Budget by Budgeting and Appropriating Funds in an Amount Not to Exceed \$2,913,904 from the FY 2013 Budget for FY 2013 Outstanding Commitments (Purchase Orders)

Diane Bergeron presented Staff's recommendation to amend the FY 2014 Budget by budgeting and appropriating funds in an amount not to exceed \$2,913,904 from the FY 2013 Budget for FY 2013 Outstanding Commitments (Purchase Orders). The Committee approved (2/0). This item will be forwarded to the June 24, 2013, City Council meeting to be considered after the Public Hearing.

AGENDA ITEM #9 Resolution 2014-03-R Amending the FY 2014 Budget by Budgeting and Appropriating Funds in an Amount Not to Exceed \$30,256,861 from the FY 2013 Budget for Capital Projects

Diane Bergeron presented Staff's recommendation to amend the FY 2014 Budget by budgeting and appropriating funds in an amount not to exceed \$30,256,861 from the FY 2013 Budget for Capital Projects. The Committee approved (2/0). This item will be forwarded to the June 24, 2013, City Council meeting to be considered after the Public Hearing.

AGENDA ITEM #10 Resolution 2014-04-R Amending the FY 2014 Budget by Budgeting and Appropriating Funds in an Amount Not to Exceed \$5,000,000 from the FY 2013 Budget for Operations and Grants

Diane Bergeron presented Staff's recommendation to amend the FY 2014 Budget by budgeting and appropriating funds in an amount not to exceed \$5,000,000 from the FY 2013 Budget for Operations and Grants. The Committee approved (2/0). This item will be forwarded to the June 24, 2013, City Council meeting to be considered after the Public Hearing.

AGENDA ITEM #11 Treasurer's Investment Reports as of January 31, 2013, and April 30, 2013

Robin Perkins presented the Treasurer's Investment Reports as of January 31, 2013, and April 30, 2013. This item was for information only. No action was required.

City Manager's Time – No Report

Mayor Parrish reported that Manassas Park is pulling out of Library Services with Prince William County.

The meeting was adjourned at 6:27 p.m. by Chairman Marc Aveni.

AGENDA STATEMENT

PAGE NO. 5

ITEM NO. 2

MEETING DATE: July 24, 2013 – Finance Committee

TIME ESTIMATE: 15 Minutes

AGENDA ITEM TITLE: Consideration of City of Manassas and Greater Manassas Rescue Squad Service Agreement

**DATE THIS ITEM WAS
LAST CONSIDERED
BY COUNCIL:** N/A

**SUMMARY OF
ISSUE/TOPIC:** The City Manager, the Greater Manassas Volunteer Rescue Squad and the City of Manassas Fire and Rescue Department have been meeting, discussing and formulating a Service Agreement clearly articulating the responsible party for various activities involved in the provision of public safety service, logistics, apparatus, training, building maintenance and finances.

**STAFF
RECOMMENDATION:** Approve Service Agreement

**BOARD/COMMISSION/
COMMITTEE:**

RECOMMENDATION: ☐ Approve ☐ Disapprove ☐ Reviewed ☐ See Comments

CITY MANAGER: ☐ Approve ☐ Disapprove ☐ Reviewed ☐ See Comments

COMMENTS:

**DISCUSSION
(IF NECESSARY):** The City Manager, the Greater Manassas Volunteer Rescue Squad and the City of Manassas Fire and Rescue Department unanimously support this Agreement.

**BUDGET/FISCAL
IMPACT:** The financial aspect of the Agreement will require realignment of funds in the FY 14 Budget between the GMVRS Budget, the Consolidated Budget, Four for Life Grant Funds and EMS Cost Recovery. These will be internal transfers within the approved budgets.

STAFF: Larry Hughes, Interim City Manager, (703) 257-8212
Wade House, Fire and Rescue Deputy Chief, (703) 257-6182
GMVRS President, Michael Enright

THE CITY OF MANASSAS, VIRGINIA

AND

THE GREATER MANASSAS VOLUNTEER RESCUE SQUAD, INC.

SERVICES AGREEMENT

JULY 3, 2013

Table of Contents

ARTICLE I – BACKGROUND AND OBJECTIVES	1
Section 1. Preamble	1
Section 2. Agreement Purpose	1
Section 3. Agreement Objectives	1
ARTICLE II – DEFINITIONS	2
ARTICLE III – TERMS.....	2
Section 1. Partnership	2
Section 2. Strategic Planning.....	2
Section 3. Volunteer Personnel	3
Section 4. Facilities	3
Section 5. Apparatus and Equipment.	4
Section 6. Capital Improvement Plan	5
Section 7. Funding and Payments.....	6
Section 8. Budget Development and Review	6
Section 9. City Contribution and Grants	7
Section 10. Provision of Information.....	7
ARTICLE IV – AGREEMENT TERM AND TERMINATION	7
Section 1. Term.....	7
Section 2. Termination.....	7
ARTICLE V – MISCELLANEOUS	7
Section 1. Notices	7
Section 2. Successors and Assigns.....	7
Section 3. Governing Law	7
Section 4. Severability	8
Section 5. Dispute Resolution.....	8
Section 6. Amendments.....	8

SERVICES AGREEMENT
BETWEEN
THE CITY OF MANASSAS, VIRGINIA,
AND
THE GREATER MANASSAS VOLUNTEER RESCUE SQUAD, INC.

ARTICLE I – BACKGROUND AND OBJECTIVES

Section 1. Preamble

THIS AGREEMENT (hereafter, "Agreement"), dated as of XXXX, 2013, is entered into by the City Council (hereafter, "Council") on behalf of the City of Manassas, Virginia (hereafter, "City") and the Greater Manassas Volunteer Rescue Squad (hereafter, "GMVRS"), an independent corporate entity formed under Section 501(c)(3) of the United States Internal Revenue Code and licensed by the Virginia Office of Emergency Medical Services (OEMS). Collectively, the City and GMVRS are referred as the "Parties". For the purpose of implementing this Agreement, The City Manager shall act as the City's agent and the GMVRS President will be the agent for the GMVRS.

Section 2. Agreement Purpose

The Greater Manassas Volunteer Rescue Squad, Inc. has been formed in the city as a nonprofit lifesaving crew, organization or rescue squad, and such organization is recognized as an integral part of the Manassas City Fire and Rescue System in the delivery of emergency services which is coordinated by the Fire and Rescue Chief. This Agreement is entered into for the purpose of maintaining viable volunteer rescue and emergency medical services delivery capability by GMVRS, including its Junior and Auxiliary programs and to identify the roles and expectations of the City of Manassas, the City of Manassas Fire and Rescue Department and the GMVRS. In recognition of the essential and valuable partnership with the GMVRS, the City of Manassas enters into this agreement to support operational expenditures and assure fiscal responsibility and transparency. Both Parties are committed to following the terms and conditions of this Agreement as well as its spirit and intent. Therefore, they will make every reasonable effort to resolve any issues that may arise related to its successful implementation and administration at the lowest organization level possible.

Section 3. Agreement Objectives

The objectives of this Agreement are as follows:

- Define Roles. Define and clarify the roles and responsibilities of the City and GMVRS in the combined career and volunteer service delivery model.
- Emergency Services. Maintain and strengthen GMVRS as a key contributor in the efficient provisioning of rescue and emergency medical services.
- Utilize Members. Ensure the utilization of members of GMVRS to the fullest extent of their training and certification.
- Support Members. Support and strengthen the capabilities of members of GMVRS in the provisioning of rescue and emergency medical services and supporting business operations.
- Sustain Contributions. Sustain the contribution of personnel, facilities and apparatus by GMVRS.
- Reinforce Relationships. Ensure the smooth functioning of the combined service delivery model and establish a mutually reinforcing relationship between the City and GMVRS.

- Improve transparency of GMVRS business operations and maintain its financial solvency.
- Identify funding, revenue and expenditure responsibilities to support operational, administrative and capital needs.
- Address distribution of GMVRS assets in the event of its dissolution as a legal entity.

ARTICLE II – DEFINITIONS

Capitalized terms in this Agreement shall have the meanings provided below.

“Contribution” means the annual and any supplemental provision of financial assistance by the City to GMVRS for GMVRS to utilize for those expenditures required by it to sustain its volunteer membership, meet OEMS licensing requirements, and any reasonable expenditures not covered by the City's normal budget process.

“CIP” means the City's Capital Improvement Program.

“City Manager” means that person (or designee) appointed by Council to manage the City.

“City of Manassas Fire and Rescue Department” (hereafter, “CMFRD”) means the City career fire and rescue department.

“FRC” means the City of Manassas Fire and Rescue Committee, which is made up of Council-appointed representatives of the Manassas Volunteer Fire Company, CMFRD and GMVRS, which shall work together to support this Agreement as it applies to the City and GMVRS.

“Personal Protective Equipment” (hereafter, “PPE”) means all protective clothing and safety equipment required to perform in either a firefighter or EMS position.

Policy – a generally applicable rule for the operation of the fire and rescue system, as promulgated through the approval process

Public Funds – any monies appropriated by the city council for the purposes of the fire and rescue system whether derived from city levies or general funds, or any fees, grants, loans or gifts from any federal, state, local or private source whatsoever, and any monies commingled with such public funds.

“Rules and Regulations” mean such directives issued from time to time by the FRC that are applicable to all career and volunteer personnel within the Fire and Rescue System.

“Schedule A” is an inventory, which shall be maintained by GMVRS and the Fire Chief, identifying facilities and assets owned by GMVRS and facilities and assets owned by the City. The parties agree that within 6 months of execution of this agreement, GMVRS and CMFRD will complete a Schedule A, which will be incorporated into this Agreement by reference. The Schedule A will be updated annually as of January 30. The Parties also agree that once a SOP for uniforms is developed, the Schedule A will list specific uniform components to be issued to GMVRS and CMFRD personnel as approved by the FRC.

“Standard Operating Procedure” (hereafter, “SOP”) a prescribed method to be followed routinely for the performance of designated operations or in designated situations, as promulgated through the approval process.

“GMVRS Policies and Procedures Manual” means a reference source produced by GMVRS containing policies and procedures and SOPs applicable to its members and those who use facilities and assets owned and/or controlled by the GMVRS.

“Fire and Rescue Chief” is that person employed by the City as the manager of the CMFRD and is the same as the Chief of the Fire and Rescue Department as found in Code of Ordinances for the City of Manassas.

"Real Property" all land, structures firmly attached and integrated equipment (such as light fixtures or a well pump), anything growing on the land and all interests in the property which may include the right to future ownership, right to occupy for a period of time, or an easement across another's property.

"Capital Purchases" – Goods valued at \$5,000 are considered capital assets. Purchase of Capital Asset must be approved by Council specifically in the budget process. If the Capital Asset has not been specifically identified and approved in the budget process, the department must submit a resolution to Council for approval of purchase prior to award of purchase order or contract.

Purchase Money Obligations – Refers to mortgages and any other credit extended to purchase goods or real estate.

ARTICLE III – TERMS

Section 1. Partnership

GMVRS is considered a full partner with the City in providing rescue and emergency medical services to the residents, visitors, and neighbors of the City. Volunteers shall be utilized by the City to the fullest extent of their capabilities, to fulfill the mission of the fire and rescue system and the GMVRS as a community-based rescue and emergency medical services organization.

Section 2. Senior Leadership Meeting

The City Manager and Fire and Rescue Chief will meet with the GMVRS Board of Directors at least annually to discuss strategic issues as they pertain to GMVRS operations and administration. These issues may include, but not be limited to, volunteer utilization, operational posture, facilities, apparatus, capital investment, training and certification, and human resources. GMVRS will work closely with the City to implement the plans and improvements including, but not limited to, the construction, maintenance, and renovation of GMVRS's facility and assets.

Section 3. Volunteer Personnel

A. General. Volunteers through GMVRS provide a source for emergency incident response, force multiplication during peak incident periods or disasters, incident support, and business operations that are vital to the effective delivery of rescue and emergency medical services and community aid. The efforts of the GMVRS relating to volunteer personnel resources will be promoted and supported by the City Manager..

B. Personnel Accounting. GMVRS will maintain accurate rosters of operational and administrative personnel. GMVRS will provide the Fire and Rescue Chief with such data as required by the City to maintain an accurate centralized database of volunteer personnel and their qualifications. The City database will be considered the master record for personnel accounting.

C. Personnel Fitness. The City will provide the operational members of GMVRS with initial and annual medical examinations and occupational health inoculations which are necessary to ensure that GMVRS members maintain the required health standards as set forth by the City Code, SOP's adopted by the GMVRS and/or FRC. Examinations will be available to members at times and locations compatible with their nonwork hours (e.g. evenings and week ends). Additionally, GMVRS will be notified of the medical evaluation outcome and the members will be provided the results of the medical examination in accordance with the terms of the agreement with the health care provider. GMVRS will investigate options for implementing a wellness/fitness program for all Operational Volunteers and will report such options to the Fire and Rescue Chief within twelve (12) months of the implementation of this agreement.

D. Recruitment, Development, and Retention. GMVRS and the Fire and Rescue Chief shall work together to promote the recruitment, development, and retention of members of GMVRS, to include the promulgation of joint recruitment programs, volunteer incentive packages, meaningful operational roles for volunteers, professional development opportunities, and training programs. In connection with the recruitment programs of GMVRS, the City shall provide assistance to GMVRS with services relating thereto, including, but not limited to, individual background investigations, fingerprinting, driving records per Section 60-10 of the City Code and applicable statutes of the Commonwealth of Virginia .

E. Training. The City, through the Unified Training Committee of the FRC, will coordinate and/or provide training to members of GMVRS. Such training will be sufficient and provided at such times so as to enable volunteer members to function as emergency responders within the combined system. Training will include all initial training, refresher training, advanced/specialty training, and continuing education necessary to attain and maintain certifications and skills required by SOP to function as fully qualified firefighters, rescue, and emergency medical services personnel. The City Fire and Rescue Department will maintain master training files and database and provide access to such information as requested by GMVRS for its members. This does not preclude the GMVRS from maintaining training records for its members.

F. Personal Equipment. It is acknowledged that GMVRS personnel are non-compensated City volunteers who are required to maintain EMS qualifications and perform EMS functions equal to those required by career staff of equal rank and certification. As such, the City agrees to fund and/or provide personal equipment of equivalent or proximate quality, function, and/or value; including, but not limited to: Personal Protective Equipment and Uniforms as specified in Schedule B to this Agreement and consistent with any applicable terms of the FRC approved Uniform SOP.

G. Line of Duty Death Coverage – The City shall fund the requirements of the Commonwealth of Virginia Line of Duty Death Act for the qualified operational members of the GMVRS.

Section 4. Facilities

A. General. GMVRS may own, operate, establish use policies, and maintain vital facilities which provide a base of operations for the delivery of rescue and emergency medical services provided by both career and volunteer personnel; serve as rallying points for the public in times of crisis; shelter abandoned children; provide a venue for fundraising, social activities, business operations, and public gatherings; and are landmarks for community. Use policies for GMVRS-owned facilities and equipment that apply to career personnel will be developed in consultation with the Fire and Rescue Chief.

B. Maintenance. GMVRS facilities have been constructed and maintained to promote the safety and security of career and volunteer personnel who, work and sleep therein, and to fulfill their mission to provide rescue and emergency medical services. It is recognized then that GMVRS, through City funding owns and with the City as a stakeholder are jointly responsible for the station and related facilities, and have a duty to operate it in a condition suitable for the safety, health, and well-being of those career and volunteer personnel who use them, and to ensure the station and related facilities meet required operational standards as set forth in a separate facilities plan developed by the City and GMVRS. The GMVRS and the CMFRD shall confirm the accuracy of the Schedule A or provide an updated Schedule A to the City Manager or Fire and Rescue Chief (the "Annual Schedule Update") by January 30 each year. The City will plan building maintenance and/or improvements in the annual CIP updates and in the annual budget process. Any funding shortfalls or emergent facility needs not addressed in the CIP or maintenance program will be brought forward to Council for consideration of funding alternatives.

C. Replacement Facility. If and when the decision is made to replace the existing GMVRS facility, the new facility will be a City-owned structure funded through the CIP or other available revenue sources. The new facility will accommodate all emergency response functions and provide adequate administrative space for the GMVRS comparable to that which exists in the existing facility. The GMVRS will have access and use of the facility as long as they remain a viable organization and part of the City fire and rescue system as recognized by City Code and Council actions.

Section 5. Apparatus and Equipment

A. General. The apparatus and equipment in use for the provision of rescue and emergency medical services is a combination of GMVRS owned, City and GMVRS joint owned, and City owned vehicles and equipment. The City Council adopted fleet plan (Ordinance 2012-10) identifies the minimum emergency response apparatus required and to be maintained by the fire and rescue system. Nothing in this section shall preclude the GMVRS from purchasing, insuring, and maintaining (fuel and maintenance) support vehicles not included in the Fleet Plan such as pickup trucks, SUVs, sedans, or other ancillary vehicles from funds it raises as

a non-profit organization for use in doing GMVRS business in accordance with the GMVRS Policies and Procedures Manual. Support vehicles per the purpose of this Agreement are defined as any vehicles below 15,000 pounds gross vehicle weight rating (GVWR) and not intended for primary emergent use.

B. Provision of Apparatus. Acquisition of units identified in this plan shall be purchased by the City through varied funding sources to include the Fire Rescue Levy, the EMS Billing program or other revenue funding alternatives. Units owned by GMVRS may be reallocated to other stations within the City or its mutual aide partners, including those unaffiliated with GMVRS, in accordance with the rescue and emergency medical services needs of the City, its surrounding communities and the operational plans developed by the FRC, or as directed on a temporary basis by the Fire Chief. If existing vehicles are determined to not be replaced by the FRC and/or as identified in the Fleet Plan, at the end of the life cycle, or sooner if agreed by the GMVRS Chief and Fire and Rescue Chief, such units will not be replaced and any funds received with the disposition will be placed into the fire and rescue fleet fund.

C. Apparatus Assistance. GMVRS will work closely with the FRC to develop a plan for the purchase, maintenance, and replacement of apparatus required to fulfill the mission of the GMVRS and the Fire and Rescue Services, including;

1. Apparatus Acquisition. Per Section 60-9 – Titling of vehicles and equipment, all apparatus and equipment purchased with public funds shall be the property of the City and purchased through the City Purchasing Department per required purchasing regulations and laws.
2. Maintenance and Fuel. The City agrees to oversee, manage and provide vehicle maintenance and fuel for units identified in the fleet plan and adopted into the FRC's Fleet Plan. .
3. Insurance Assistance. The City agrees to provide insurance coverage of all units and personnel operating on such units in the fleet whether owned by the GMVRS, the City or jointly. In the event that insurance coverage provided by the City does not cover GMVRS volunteers to the same extent as that provided to operators employed by City of Manassas Fire and Rescue Department, the City will acquire and fund appropriate supplemental insurance to cover GMVRS volunteers at the same level.

Section 6: Capital Improvement Program

- A. GMVRS and the City will take necessary steps to ensure the inclusion of funding into the CIP as needed and to provide for the maintenance, upgrade, and replacement of physical facility. Disposition of the existing GMVRS facility at 9322 Center Street will not be included in the City CIP until an agreement is reached on an equitable disposal/transfer of the facility to the City, or until the City Council directs it be included in the CIP.
- B. In order to determine the valuation of the GMVRS facility for sale or transfer, a joint committee consisting of an equal number of City and GMVRS representatives along with appropriate technical specialists will be formed to develop a formula to determine the amount of equity to be allocated to the GMVRS. The committee's joint recommendation will be presented through the City Manager to the Council for ratification within 12 months after this agreement is finalized.

Section 7: GMVRS Assets

- A. All GMVRS assets, of any kind, whether real, personal property or mixed shall be distributed upon lawful dissolution of the GMVRS to the City of Manassas.
- B. The City agrees to assume any and all purchase money obligations of the GMVRS remaining upon dissolution of the GMVRS and agrees to take all necessary steps to assume such debt. The GMVRS shall seek and receive the approval of the City Council before acquiring any new capital asset or real

property debt obligations not already approved in the City Council annual operating budget for the GMVRS unless otherwise permitted under terms of this Agreement.

Section 8: Funding and Payments

All revenue generated from Real Estate Taxes, the "Four For Life Grant," EMS Fees and other grants or awards are public funds and appropriate amounts will be allocated into the Consolidated Budget and/or directly provided to the GMVRS as per this agreement and budget decisions by the City Council. These funds are to be utilized towards the associated costs of this agreement and combined department expenses. As per this agreement funds are allocated as stated in Subsections A and B below:

It is recognized that GMVRS funding is derived from public funds as determined in the budget actions of City Council each year. As a non-profit organization operating without taxing authority, the ability to charge fees for services, or maintain consistent sources of funds, GMVRS may experience funding shortfalls that impact its ability to fully meet its mission or financial obligations. In order to preclude this from occurring, the GMVRS and the City shall jointly track its fiscal resources, forecast funding requirements to meet operational requirements and provide adequate notification to the Council and the FRC, as appropriate when it is anticipated that a significant lapse in operational capacity or effectiveness is expected to occur due to insufficient funds.

In recognition of the GMVRS' prior support for EMS Cost Recovery Fees and historical agreement of 50%/50% revenue sharing the City, in recognition of the needs to support and continue the operations of GMVRS and its membership, agrees to provide \$204,000 for the funding of Section A below in fiscal year 2014, to be adjusted annually based upon projected costs as supported by agreed upon methods to determine amounts as indicated for each cost item below. This annual amount will be reduced by the Council upon mortgage payoff. In addition the proposed funding amounts may be adjusted by the Council through the annual budgetary process. Any use of budgeted contingency funds must be documented and submitted to the City Manager each year.

A. GMVRS:

- a. Mortgage payments for the Station at 9322 Center Street, Manassas, VA [Annual amount based on monthly payment obligations set by mortgage holder]
- b. Membership Expenses [Annual amount based on historical and anticipated costs], including:
 - i. Recruitment and Retention
 - ii. Member welfare and recognition
 - iii. EMS Conferences and meetings
- c. Office Supplies [Projected annual amount assuming joint GMVRS-FRD use at the GMVRS Station]
- d. Information Technology equipment and services including [Projected annual amount assuming joint GMVRS-FRD use at the GMVRS Station using City-based IT service and replacement cost criteria for IT equipment at the GMVRS station];
 - i. Network development and service
 - ii. Copiers
 - iii. Equipment and software maintenance and replacement
- e. LOSAP fees [Annual amount established by VA LOSAP]
- f. State and Professional EMS affiliations - fees and expenses [Annual amount established by affiliate organizations requisite for the GMVRS to maintain active membership and/or affiliation]
- g. Legal fees including tax preparation [Projected annual amount based on historical and anticipated costs]
- h. Corporate and professional liability and Workers compensation insurance [Projected annual amount based on historical and anticipated costs]
- i. Contingency Expenses [Amount sufficient to maintain a fund level equivalent to approximately 7.5% of the annual GMVRS appropriation from the City not to exceed \$10,000]

B. Consolidated Budget

- a. Medical Physicals
- b. Training
- c. Uniforms
- d. PPE, boots, gloves and Helmets
- e. Radios
- f. Station Supplies
- g. Tools and Monitors
- h. Medical Supplies and O2
- i. Vehicle acquisition per City's Fleet Plan
- j. Vehicle insurance
- k. Vehicle maintenance
- l. Fuel
- m. Building utilities
- n. Building maintenance and improvements
- o. OMD Contract and expenses
- p. Fees for any financial audits required by the City
- q. Funding for Commonwealth of Virginia Line of Duty Death Act for operational members of the GMVRS

Section 8: Budget Development and Review

In December of each year, the GMVRS President and Chief (or designees) will meet with designated CMFRD staff and the Finance Director to begin preparation of the Consolidate and GMVRS Budgets for the next fiscal year. Review of previous year expenditures and projections of the future funding needs will be considered and presented to the City Manager.

Section 9. City Contributions and Grants

Assistance under this Agreement will include financial assistance, as outlined in this document by the City to GMVRS using public funds and budgetary appropriations, all being subject to the City's budget and auditing procedures. Funding is subject to the availability and appropriation of funds by the Council and will be provided in accordance with the terms of this Agreement. Payment of financial assistance may be made through annual, quarterly, or monthly disbursements by the City or via reimbursement arrangements between the City and GMVRS. The procedures for the allocation of funds will be mutually agreed upon by the City and GMVRS.

As a non-profit organization, nothing in this Agreement precludes the GMVRS from independently raising funds to supplement financial assistance provided by the City in support of its operations, as well as for the GMVRS to establish and maintain formal relationships with EMS-related organizations (e.g. VA Association of Volunteer Rescue Services).

Section 10. Provision of Information

Upon the request of the City and at least annually by January 30 of each year, GMVRS will provide the City with its Schedule A, as well as any relevant information needed to assist the City and GMVRS in their joint determination of the viability and solvency of GMVRS, as well as the potential for continued successful operations. GMVRS shall provide a financial report to the City on an annual basis, which will be due by the end of January each year.

ARTICLE IV – AGREEMENT TERM AND TERMINATION

Section 1. Term

This Agreement is between the City and GMVRS. This Agreement shall commence upon its execution by the Council and Mayor and GMVRS President and Board of Directors, and shall continue in effect until terminated in accordance with the terms of this Agreement.

Section 2. Termination

If either party desires to terminate its participation in this Agreement after making a good faith effort to resolve issues using the dispute resolution process contained in Article V Section 5, it shall provide ninety (90) days written notice of its intent to terminate to the other Party and the FRC. Such notice will contain the specific reasons for termination, but in no case will the actual or projected financial gain or loss to either Party from previous funding Agreements between the Parties be used as the basis for termination. During this termination notice period, the Parties will continue to make a good faith effort to resolve issues in order to avoid termination. If such notice is not rescinded within the ninety (90) day period, the Agreement shall be considered terminated. In the event this Agreement is terminated, the City Council will determine funding levels and appropriations for the GMVRS including support through the Consolidated Budget that ensures the fiscal and operational viability of the GMVRS as part of the City's Fire and Rescue System. If termination occurs during fiscal years 2014 or 2015, the City will fund the GMVRS at levels determined in accordance with terms its 2009 Agreement between the City and GMVRS to provide 50% of the cost recovery fees for EMS services up to \$204,000 per fiscal year for those items listed in Article III, Section 8 A.

ARTICLE V – MISCELLANEOUS

Section 1. Notices

Any notice or communication of any substantial matter concerning this Agreement shall be deemed to have been duly given upon receipt by the City Manager, the Mayor, the Council-appointed chair of the FRC, the Fire Chief, and the President and Chief of GMVRS. Any such notice or communication to a party hereto shall be made in writing, and delivered by mail, email, or in person.

Section 2. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

Section 3. Governing Law

This Agreement shall be governed by the laws of the Commonwealth of Virginia and Code of Ordinances, Manassas Virginia.

Section 4. Severability

In the event that any provision of this Agreement is deemed to be invalid or unenforceable, it shall not necessarily operate to render any other provision of this Agreement invalid or unenforceable.

Section 5. Dispute Resolution

In the event that a dispute arises between GMVRS and the City over the administration of this Agreement, the Parties shall promptly attempt to resolve such disputes within a reasonable time at the lowest possible organizational level following the chain of command when initiating and addressing issues of concern. By mutual agreement, the Parties may obtain the services of a mediator to assist them resolve the issues in dispute. If the dispute is not resolved within a reasonable time, not to exceed forty-five (45) days unless otherwise agreed in writing by the disputing parties, then such dispute may be submitted by either Party to the Mayor who will designate a three person citizen panel none of whom are affiliated with the FRC's member organizations and who the Mayor deems qualified to address the issues in dispute. The panel will be authorized to review and gather relevant information it determines necessary to render a decision on the matter. The City Attorney may be consulted to provide legal advice to the panel, on behalf of the City of Manassas. The panel's decision will be final, and not subject to further administrative appeal.

Section 6. Amendments

This Agreement may not be amended, supplemented, or modified without the prior written notice to and with the written consent of both Parties hereto; provided, that GMVRS and City may from time to time update their Schedule A to accurately reflect the items included therein.

Section 7. Dissolution of Previous Agreements

Subject to provisions contained in Article IV, Section 2, when this Agreement is executed by both Parties, it will replace any and all previous agreements between the City of Manassas and the GMVRS that pertain to the subject matters addressed herein, but remains subservient to the laws of the Commonwealth of Virginia and the Code of Ordinances of the City of Manassas.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, as of the date and year first above written.

City of Manassas

[Name]
[Title]

**Greater Manassas Volunteer Rescue
Squad**

Name:
Title:

Schedule A

Statement of Facilities and Resources

I. Facility and Resources

As of the date of this Agreement, GMVRS has title to the land and improvements listed on Exhibit A hereto, and the City has title to the land and improvements listed on Exhibit B hereto. The below checklist indicates which facilities and resources are owned by the GMVRS and the City.

GMVRS	City
A. Building Areas	A. Building Areas
<input type="checkbox"/> Control Room	<input type="checkbox"/> Control Room
<input type="checkbox"/> Staff Office	<input type="checkbox"/> Staff Office
<input type="checkbox"/> Volunteer Staff Office	<input type="checkbox"/> Volunteer Staff Office
<input type="checkbox"/> Conference Room	<input type="checkbox"/> Conference Room
<input type="checkbox"/> Training Room	<input type="checkbox"/> Training Room
<input type="checkbox"/> Laundry Room	<input type="checkbox"/> Laundry Room
<input type="checkbox"/> Decontamination room	<input type="checkbox"/> Decontamination room
<input type="checkbox"/> Kitchen Room	<input type="checkbox"/> Kitchen Room
<input type="checkbox"/> Dining Area	<input type="checkbox"/> Dining Area
<input type="checkbox"/> Dayroom	<input type="checkbox"/> Dayroom
<input type="checkbox"/> Shop	<input type="checkbox"/> Shop
<input type="checkbox"/> Storage	<input type="checkbox"/> Storage
<input type="checkbox"/> EMS storage	<input type="checkbox"/> EMS storage
<input type="checkbox"/> Weight room	<input type="checkbox"/> Weight room
<input type="checkbox"/> Battalion management office	<input type="checkbox"/> Battalion management office
<input type="checkbox"/> Male bunk and locker facility	<input type="checkbox"/> Male bunk and locker facility
<input type="checkbox"/> Female bunk and locker facility	<input type="checkbox"/> Female bunk and locker facility
<input type="checkbox"/> Unisex bunk and locker facility	<input type="checkbox"/> Unisex bunk and locker facility
<input type="checkbox"/> Male showers	<input type="checkbox"/> Male showers
<input type="checkbox"/> Female showers	<input type="checkbox"/> Female showers
<input type="checkbox"/> Social/ community hall	<input type="checkbox"/> Social/ community hall
<input type="checkbox"/> Hall kitchen	<input type="checkbox"/> Hall kitchen
<input type="checkbox"/> Patio/courtyard	<input type="checkbox"/> Patio/courtyard
<input type="checkbox"/> Volunteer leadership offices No. _____	<input type="checkbox"/> Volunteer leadership offices No. _____
<input type="checkbox"/> Drive thru apparatus bays No. _____	<input type="checkbox"/> Drive thru apparatus bays No. _____
<input type="checkbox"/> Non-drive thru apparatus bays No. _____	<input type="checkbox"/> Non-drive thru apparatus bays No. _____
<input type="checkbox"/> Parking Facility No. of personnel spaces _____ No. of handicap _____ No. of visitor _____	<input type="checkbox"/> Parking Facility No. of personnel spaces _____ No. of handicap _____ No. of visitor _____

<p>B. Apparatus</p> <p><input type="checkbox"/> Frontline Engine</p> <p><input type="checkbox"/> Frontline Aerial</p> <p><input type="checkbox"/> Frontline Heavy Rescue</p> <p><input type="checkbox"/> Frontline EMS Transport Unit</p> <p><input type="checkbox"/> Frontline Other Specialty Units No. and type: _____</p> <p><input type="checkbox"/> Canteen/Rehab Vehicle No. and type: _____</p> <p><input type="checkbox"/> Support Vehicles (buggies, etc.) No., type and use: _____</p> <p><input type="checkbox"/> Ready Reserve Engine</p> <p><input type="checkbox"/> Ready Reserve EMS Transport Unit No.: _____</p> <p><input type="checkbox"/> Reserve Engine No.: _____</p> <p><input type="checkbox"/> Reserve EMS Transport Unit No.: _____</p> <p><input type="checkbox"/> Other vehicles No., type and use: _____</p>	<p>B. Apparatus</p> <p><input type="checkbox"/> Frontline Engine</p> <p><input type="checkbox"/> Frontline Aerial</p> <p><input type="checkbox"/> Frontline Heavy Rescue</p> <p><input type="checkbox"/> Frontline EMS Transport Unit</p> <p><input type="checkbox"/> Frontline Other Specialty Units No. and type: _____</p> <p><input type="checkbox"/> Canteen/Rehab Vehicle No. and type: _____</p> <p><input type="checkbox"/> Support Vehicles (buggies, etc.) No., type and use: _____</p> <p><input type="checkbox"/> Ready Reserve Engine</p> <p><input type="checkbox"/> Ready Reserve EMS Transport Unit No.: _____</p> <p><input type="checkbox"/> Reserve Engine No.: _____</p> <p><input type="checkbox"/> Reserve EMS Transport Unit No.: _____</p> <p><input type="checkbox"/> Other vehicles No., type and use: _____</p>
<p>C. Appliances and Equipment</p> <p><input type="checkbox"/> Refrigerator No. _____</p> <p><input type="checkbox"/> Stove No. _____</p> <p><input type="checkbox"/> Oven No. _____</p> <p><input type="checkbox"/> Microwave No. _____</p> <p><input type="checkbox"/> Dishwasher No. _____</p> <p><input type="checkbox"/> Garbage Disposal No. _____</p> <p><input type="checkbox"/> Ice Machine No. _____</p> <p><input type="checkbox"/> Vending Machine No. _____</p> <p><input type="checkbox"/> Water Dispenser No. _____</p> <p><input type="checkbox"/> Gas Grill No. _____</p> <p><input type="checkbox"/> T.V. No. _____</p> <p><input type="checkbox"/> VCR/DVD Player No. _____</p> <p><input type="checkbox"/> Cable/Satellite</p> <p><input type="checkbox"/> Clothes Washer No. _____</p> <p><input type="checkbox"/> Clothes Dryer No. _____</p> <p><input type="checkbox"/> Hot Water Heater No. _____</p> <p><input type="checkbox"/> HVAC</p> <p><input type="checkbox"/> Gear Storage</p> <p><input type="checkbox"/> Internet Connectivity</p> <p><input type="checkbox"/> Wireless Internet Access</p> <p><input type="checkbox"/> Computers No. _____</p> <p><input type="checkbox"/> Printers No. _____</p> <p><input type="checkbox"/> LCD Projectors No. _____</p> <p><input type="checkbox"/> Fax Machines No. _____</p> <p><input type="checkbox"/> Weight Equipment</p> <p><input type="checkbox"/> Communications Equipment</p> <p><input type="checkbox"/> Phone Systems</p> <p><input type="checkbox"/> Vehicle Exhaust Systems</p> <p><input type="checkbox"/> Building Emergency Generators</p>	<p>C. Appliances and Equipment</p> <p><input type="checkbox"/> Refrigerator No. _____</p> <p><input type="checkbox"/> Stove No. _____</p> <p><input type="checkbox"/> Oven No. _____</p> <p><input type="checkbox"/> Microwave No. _____</p> <p><input type="checkbox"/> Dishwasher No. _____</p> <p><input type="checkbox"/> Garbage Disposal No. _____</p> <p><input type="checkbox"/> Ice Machine No. _____</p> <p><input type="checkbox"/> Vending Machine No. _____</p> <p><input type="checkbox"/> Water Dispenser No. _____</p> <p><input type="checkbox"/> Gas Grill No. _____</p> <p><input type="checkbox"/> T.V. No. _____</p> <p><input type="checkbox"/> VCR/DVD Player No. _____</p> <p><input type="checkbox"/> Cable/Satellite</p> <p><input type="checkbox"/> Clothes Washer No. _____</p> <p><input type="checkbox"/> Clothes Dryer No. _____</p> <p><input type="checkbox"/> Hot Water Heater No. _____</p> <p><input type="checkbox"/> HVAC</p> <p><input type="checkbox"/> Gear Storage</p> <p><input type="checkbox"/> Internet Connectivity</p> <p><input type="checkbox"/> Wireless Internet Access</p> <p><input type="checkbox"/> Computers No. _____</p> <p><input type="checkbox"/> Printers No. _____</p> <p><input type="checkbox"/> LCD Projectors No. _____</p> <p><input type="checkbox"/> Fax Machines No. _____</p> <p><input type="checkbox"/> Weight Equipment</p> <p><input type="checkbox"/> Communications Equipment</p> <p><input type="checkbox"/> Phone Systems</p> <p><input type="checkbox"/> Vehicle Exhaust Systems</p> <p><input type="checkbox"/> Building Emergency Generators</p>
<p>D. Furniture, Fixtures and Other</p> <p><input type="checkbox"/> Couches No. _____</p> <p><input type="checkbox"/> Chairs No. _____</p> <p><input type="checkbox"/> Coffee table No. _____</p> <p><input type="checkbox"/> End tables No. _____</p>	<p>D. Furniture, Fixtures and Other</p> <p><input type="checkbox"/> Couches No. _____</p> <p><input type="checkbox"/> Chairs No. _____</p> <p><input type="checkbox"/> Coffee table No. _____</p> <p><input type="checkbox"/> End tables No. _____</p>

<input type="checkbox"/> Recliners No. _____ <input type="checkbox"/> Gear Storage <input type="checkbox"/> Signage <input type="checkbox"/> Other (list unique items attached to the structure such as weight machines)	<input type="checkbox"/> Recliners No. _____ <input type="checkbox"/> Gear Storage <input type="checkbox"/> Signage <input type="checkbox"/> Other (list unique items attached to the structure such as weight machines)
E. Utilities	E. Utilities
<input type="checkbox"/> Electricity <input type="checkbox"/> Water <input type="checkbox"/> Sewer <input type="checkbox"/> Trash Pickup <input type="checkbox"/> Basic Cable <input type="checkbox"/> Extended Cable <input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electricity <input type="checkbox"/> Water <input type="checkbox"/> Sewer <input type="checkbox"/> Trash Pickup <input type="checkbox"/> Basic Cable <input type="checkbox"/> Extended Cable <input type="checkbox"/> Natural Gas

Other station or department specific items are listed below: