



EMERGENCY SERVICES FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT (hereinafter the "Agreement") is made and entered into on this 5th day of JUNE, 2014, by and between the Board of Supervisors of Isle of Wight County, Virginia (hereinafter referred to as "County" or "the Board"), and ISLE OF WIGHT VOLUNTEER RESCUE SQUAD (hereinafter referred to as "the Station"). The County and the Station may hereinafter be referred to jointly as the "Parties" or individually as a "Party".

WITNESSETH:

WHEREAS, the Parties are mutually committed to the provision of prompt, professional fire/rescue services to the citizens of Isle of Wight County; and

WHEREAS, such services have been and are currently being jointly provided by the Parties, and the Station wishes to continue to jointly provide those services from the County's facility, as more specifically defined herein; and

WHEREAS, the Parties wish to set forth their agreement as to the use of the facility, so that the Parties have a framework to address any issues that might arise as to the result of the presence of the Station in the County's facility;

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the Parties hereto agree as follows:

- 1. FACILITY.** The facility is located at 13080 GROSS SERRING RD. (the "Facility"). The property is owned by the County and is being used for the purpose of providing fire and/or rescue services to the citizens of Isle of County located in the surrounding area of the Facility. Such services are provided both by Station volunteers and County personnel.
- 2. RIGHT-TO-OCCUPY.** So long as the Station remains appropriately licensed and authorized to conduct fire and/or rescue services, either by applicable local, state or federal laws and/or regulations, Station shall have the unfettered right to occupy the Facility.
- 3. TERM.** This Agreement shall remain in full force and effect for a period of twenty (20) years (the "Initial Term") subject to those conditions described herein unless otherwise terminated as provided for in this Agreement. This Agreement may be extended for three (3) additional twenty (20) year terms upon written agreement of the Parties.
- 4. RENT.** No rent shall be charged by the County to the Station for their use of the Facility under this Agreement.

5. **ALTERATIONS AND EXPANSION.** Any improvements to the Facility, such the addition or removal of fixtures or structural items, that may be requested or recommended by the Station will be communicated in writing to the Chief of Emergency Services who will consider all such requests in light of the overall service needs of the County. The Chief of Emergency Services shall be responsible for forwarding any necessary or appropriate requests, as determined at the Chief of Emergency Services' sole discretion, to the County Administrator for consideration and presentation to the Board. Upon receipt of approval, the Chief of Emergency Services will coordinate alteration requests with General Services. For purposes of this Agreement, alterations include, but are not limited to, changing locks, computer systems and security systems. The Station may, at its discretion, revise security access codes as needed, but any new access security access code determined by the Station shall be transmitted to General Services so as to allow for continued access to the Facility at all times. *Any decision to make alterations or expansions to the Facility shall be determined at the sole discretion of the County.* While costs of improvements will generally be borne by the County, nothing herein shall preclude the County from requesting that the Station provide some level of financial support for the improvements requested.

6. **REPAIR AND MAINTENANCE.** The County shall, at its sole expense, perform all repair and maintenance to the Facility as a result of normal wear and tear relating to electrical, mechanical, structural, and plumbing. All other repairs or maintenance to tangible personal property shall be the responsibility of the Station and its members. All requests for emergency and essential repairs shall be communicated to the Chief of Emergency Services in accordance with the then adopted policies and procedures of the County within eight (8) hours. *Any decision to make repairs or maintenance in the Facility shall be determined at the sole discretion of the County.* The County shall seek Station reimbursement for the repair costs of any damage to the Facility or County personal property caused by the Station or their agents, representatives, members or invitees, when said damage occurs as a result of negligence, willful intent to damage, or when a pattern of repeated damage is observed and documented that suggests carelessness.

7. **GROUND MAINTENANCE.** The Station shall be responsible for all routine ground maintenance duties, to include but not limited to weeding and grass cutting. The County will be responsible for snow removal.

8. **HOUSEKEEPING.** The Station shall be responsible for routine housekeeping to ensure the cleanliness and public appearance of the Facility. Such "routine housekeeping" shall include, but is not limited to, custodial services and trash removal.

9. **OCCUPANT GUIDELINES.**

a. **Authorized Facility Use, Activities, and Functions:** The Facility provides living and work areas to support emergency response coverage within the geographic response area assigned to the Facility by the County. Only those activities that directly relate to the provision of law enforcement, fire and/or rescue services will be permitted in the Facility. All other acceptable uses and activities within the Facility, to include but not be limited to live-in

programs, will need written consent from the Chief of Emergency Services who shall grant such approval within no more than 48 hours. The Chief of Emergency Services will coordinate with General Services to avoid conflict with scheduled maintenance activities. The Station shall not use or occupy the Facility in violation of any present or future applicable law, regulation or ordinance, or the certificate of occupancy issued for the Facility, and shall immediately discontinue any use of the Facility which is declared by any governmental authority having jurisdiction to be a violation of law or which is deemed an unauthorized use of the Facility by the County. Any planned use of the Facility by the County shall be done in coordination with the Station.

b. **General Care and Appearance:** The Facility should reflect favorably on the professionalism of both the County and the Station.

c. **General Expectations for Conduct:** Professionalism befitting the public's confidence shall guide the actions and conduct of each member of the Station while in the Facility. A courteous, respectful demeanor should characterize all personnel interactions.

d. **Alcohol and Drugs:** Consumption of alcohol and/or the possession/use of illicit drugs is strictly prohibited. Possession or evidence of intoxication by any member will result in immediate dismissal from the Facility and grounds for possible legal action.

e. **Attire and Hygiene:** Dress and hygiene should reflect the member's pride in his/her important community service role and should promote public trust. Members are encouraged to wear uniforms and attire that reflects professionalism and ensures personal safety appropriate to tasks being performed when in the Facility.

f. **Language and Behavior:** Profane, lewd, or otherwise potentially offensive language or behavior is prohibited. "Horseplay" or any other potentially unsafe behavior is likewise not permitted in the Facility or on the grounds of the Facility.

g. **Responsibility for Personal Items:** Personal items are brought on premises at the individual member's own risk. Lockers are provided for storage of these items, but the County assumes no responsibility for stolen or intentionally damaged belongings.

h. **Personal Use of Facility Telephones, Equipment, and Appliances:** While telephones, photocopy and fax machines are provided primarily for business communication purposes, such equipment may be used for limited personal use. Use of Facility washer/dryer is limited to cleaning of uniforms and Facility articles.

i. **Internet Use:** The County will provide basic internet and/or Wi-Fi services at the Facility. Use of such services, however, shall be limited to authorized personnel only. The County shall maintain such internet safeguards and restrictions as it deems necessary, at its sole discretion, and may track usage of such services to ensure compliance with County policies.

j. Possession/Display of Offensive Materials: County facilities strictly adhere to all laws prohibiting sexual harassment; potentially offensive materials shall not be available or displayed in any form within the Facility or on the grounds of the Facility.

k. Damage to Facility and Property: Any member who willfully and maliciously damages, defaces, or destroys the Facility, public grounds, or County-owned property on-premises is subject to criminal prosecution as set forth in Section 18.2-138 of the Code of Virginia (1950, as amended).

l. Tobacco Use: Smoking is strictly prohibited inside the Facility. A designated smoking area will be established outside. Smoking materials and smokeless tobacco products shall be discarded in receptacles provided for these purposes, and they shall be disposed of quickly and appropriately. Careless, unsafe, or improper disposal of smoking materials or other tobacco products may result in suspension of the use of all tobacco products on premises.

m. Accessible Areas: Perimeter access doors should routinely be secured to limit access to Facility personnel. All interior living areas must remain accessible. Areas designated for medication storage shall only be accessed by locally authorized advanced life support personnel.

n. Work and Living Areas: The Facility is functionally divided into living and work areas for health and safety purposes. Living areas include all "clean areas" that provide crew support inside of ramps/doorways that segregate these areas from apparatus bays and bay support areas. Tools, "dirty" or contaminated equipment/supplies, turnout gear, compressed gas cylinders and hazardous chemicals are not permitted in living areas.

o. Parking and Repair of Personal Vehicles: Parking spaces for response personnel and visitors are provided. This parking is intended to meet the operational mission of the Facility by supporting on-duty personnel. Storage of personal vehicles or vehicle repair is prohibited.

p. General Facility Security. Outside doors of the crew quarters and apparatus bays are outfitted with security hardware that should remain in a locked position at all times. Except as required during maintenance or cleaning, exterior doors shall not be propped open. County personnel records and other sensitive files maintained on premises shall be secured in locked file cabinets and are not to be accessed by Station members. If requested, the Station may be provided with file space to store records of their members; if so, such records are not to be accessed by County staff. Crews departing on emergency responses should ensure bay doors are closed, particularly when it is known that the station is otherwise unoccupied. All tools and related equipment segregated by ownership as mutually agreed to by the Parties will be stored in enclosed and secured cabinets within the bays and/or bay support areas.

q. Visitors, Minors, and Pets On-Premises. Visitors are welcome, but their presence cannot interfere with the operations or professional image of the Facility. A "hosting" member of the Station must accompany visitors while on premises, and visitors are expected to conduct themselves in accordance with the same guidelines as County staff and Station

members. Visiting minors should not be left unattended at any time. Visitors shall not operate any Facility equipment or systems. With the exception of operational search and public safety-trained dogs or trained assistance animals for visitors, animals are prohibited from crew quarters and bay interiors. Animal visits on Facility grounds should be brief and owners must ensure that they are leashed, well-mannered, and that any waste is promptly and appropriately discarded.

r. **Bunking Guidelines and "Quiet Time"**: On-duty Station members may occupy the bunkrooms for sleeping at other times, so long as overall station operations are not compromised. County staff and Station members may occupy available bunkrooms during campaign operations, local emergencies, and as otherwise deemed necessary to ensure uninterrupted service delivery, with priority assignment to on-duty personnel. Each member is responsible for providing his/her own sleeping bag/bedding and pillow. During "quiet time" personnel should refrain from unnecessary operation of powered machinery and vehicles or participate in noisy activities that might represent a nuisance to others in the vicinity of the Facility.

s. **Regulated Waste Storage and Decontamination Area**: A designated regulated waste and decontamination area is located in a specified area of the Facility, and has been designed to comply with relevant OSHA/VOSH standards. Disposal of regulated waste, cleaning of equipment, and other engineering controls and work practices shall be performed as set forth in the most current copy of the Isle of Wight County Fire/Rescue Infection Control Plan.

t. **Storage of Flammable/Combustible Supplies and Compressed Gas Cylinders**: Hazardous gases and liquids must be stored in compliance with OSHA/VOSH mandates, the Isle of Wight Fire Prevention Code and best industry practices. Special storage cabinets and racks have been provided to ensure safety.

u. **Storage of EMS Medications and Supplies**: The Virginia Pharmacy Board has published clear requirements regarding the proper storage of medications and other advanced care supplies. Medications/supplies will be stored in secure drug boxes as authorized by the Medical Director.

v. **Food Storage**: Kitchen appliances are provided to facilitate on-duty meal preparation. The refrigerator(s) and pantry closet(s) will be routinely cleaned by station staff with disposal of unclaimed "leftovers."

w. **Personal Lockers**: Inappropriate use or care of lockers, to include storage of perishable foods or mildewed personal articles, may result in loss of privilege. Individuals will be responsible for personally providing padlocks for their lockers. Available lockers will be assigned as determined by the Station President/Chief.

10. **CARE OF FACILITY**. No waste shall be committed to the Facility, and the Station covenants and agrees not to generate, store, place, install, dispose of or otherwise handle, at, on or in the Facility, on the building or on the land, any "hazardous materials," "hazardous substances," "pollutants," "toxic materials," as such terms are used in or defined under the

Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 6901 *et seq.*, as amended, the Toxic Substance Control Act and any other law now or hereafter in effect; any other substance, waste or material which is deemed hazardous, toxic, a pollutant or contaminant, under any law now or hereafter in effect; or any asbestos or asbestos-containing materials (all of the foregoing referred to herein as "Hazardous Substances"). Notwithstanding the foregoing, the Station may store and utilize such substance, otherwise characterized as a "Hazardous Substance" as may be necessary in providing fire and/or rescue services to the community provided that such substance is not released onto or into the Facility, and are stored in accordance with applicable standards.

11. INSURANCE. The Station shall be responsible for carrying comprehensive liability insurance for events arising out of their occupancy of the Facility, as well as motor vehicle liability insurance and property damage insurance for Station-owned furnishings, appliances, apparatus, and equipment.

12. TERMINATION.

a. Breach: This Agreement may be cancelled by the County Administrator if the Station's authority to operate is rescinded by the Board or otherwise ceases to exist, or fails to comply with the provisions herein if not corrected within thirty (30) days after receipt of written notice thereof. In such event, the Station members shall forthwith vacate the Facility and remove any and all personal property therefrom. In the event that such Station members do not vacate the premises, such individuals shall be deemed trespassers upon County property and may be dealt with accordingly.

b. Non-Appropriation: Local governments of the Commonwealth of Virginia cannot expend funds unless appropriated by their governing body for the then current fiscal year. Therefore, notwithstanding any other provision in this Agreement to the contrary, if in any fiscal year the Board fails to appropriate funds necessary for the continuance of this Agreement, all obligations hereunder of both the County and the Station shall automatically terminate.

13. NOTICES. All notices to the Station required or permitted under this Agreement shall be given by mailing the notice by certified U.S. mail, postage prepaid, return receipt requested, to the following address:

All notices to the County required or permitted under this Agreement shall be given by mailing the notice by certified U.S. mail, postage prepaid, return receipt requested, to the following address:

Copies of all notices provided hereunder shall be provided to the County Attorney. Where, under the terms of this Agreement, a notice is sent, such notice shall be deemed to have been given as of the date of mailing such notice. Each party to this Agreement shall notify the other of a new address at which to mail notices, which notice shall be given in the manner provided above, and unless and until such notice of new address is given, notices to a party hereto shall be sufficient if mailed to such party's address as specified herein. Where, under the terms of this Agreement, a notice is required to be sent by certified U.S. mail, postage prepaid, return receipt requested, and such notice is not sent in such manner, the notice shall be effective if actually received by the party, or its appointed agent, to whom the notice is addressed.

14. BINDING EFFECT; ASSIGNMENT; AMENDMENTS. The covenants, agreements, and rights contained in this Agreement shall be binding and inure to the respective heirs, personal representatives, successors and assigns of the Parties. This Agreement may not be assigned and the use of the Facility may not be transferred by the Station. This Agreement constitutes the entire, full and complete understanding and agreement between the Parties, with respect to the occupancy of the Facility, and all representations, statements, warranties, covenants, promises or agreements previously made or given by either Party to the other are expressly merged into this Agreement and shall be null, void and without legal effect. Neither Party, nor any agent of either Party, has any authority to alter, amend or modify any of the terms of this Agreement, unless the amendment is in writing and executed by all parties to this Agreement with the same formality as this Agreement.

15. ENFORCEABILITY. If any provision of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions, and the application of such invalid and unenforceable terms or provisions to person, entities and circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

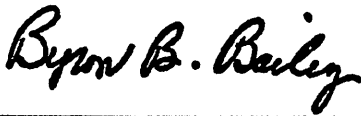
16. COUNTERPARTS. Two (2) identical copies of this Agreement are being executed by the Parties. Each copy shall have the force and effect of an original document.

17. VIOLATIONS. All alleged violations of this Agreement shall be provided to the Station President/Chief and Chief in accordance with the notice provisions of Section 13 above. It is the Parties intention to resolve any violations of this Agreement in a manner that best serves the interests of the citizens of Isle of Wight County, Virginia.

WHEREUPON, the Parties have caused this Agreement to be signed by their authorized representatives as follows:

Board of Supervisors
Isle of Wight County

ISLE OF WIGHT VOLUNTEER RESCUE SQUAD
Fire/Rescue Squad



Chairman



President

Approved as to Form:


County Attorney