

**JUDICIAL AND PUBLIC SAFETY SERVICES
BETWEEN ARLINGTON COUNTY AND THE CITY OF FALLS CHURCH**

This Agreement is made and entered into on the date of full execution ("Execution Date"), between the City Council of the City of Falls Church, Virginia ("City") and the County Board of Arlington County, Virginia ("County").

PURPOSE

This Agreement sets forth the terms by which the City and the County share costs for services that fall within the following 17th Judicial Circuit of Virginia entities: the Circuit Court, the General District Court, the Juvenile and Domestic Relations District Court and the Arlington County Commonwealth's Attorney.

The County provides, at its cost, the salaries, benefits, offices, utilities, materials, equipment, supplies and other support for these various entities. The City pays for its share of the costs, including an administrative/overhead cost.

The County also provides emergency communication operations, the Community Corrections Program and the Alcohol Safety Action Program, for which the City pays its share of the costs, including an administrative/overhead cost.

The County pays the City for its use of the Aurora House residential home for juvenile girls, which is operated under the direction of the Juvenile and Domestic Relations District Court but financed by the City.

DEFINITIONS

"Child Care Day" is the participation of one child in a program per calendar day. For example, if one child participates in a program for 32 calendar days and a second child participates for 42 days, then the total Child Care Days for the two participants is 74. The jurisdiction operating each program will track the Child Care Days according to whether the participant is a County or City resident to determine each jurisdiction's share of costs.

"Child Care Day Rate" is calculated by first subtracting the fiscal year program revenues from the fiscal year program expenses (including any routine facility maintenance, utilities and custodial services) and then dividing the resulting net expenses by the total Child Care Days accrued in the program during the fiscal year.

"DES" refers to the County's Department of Environmental Services. This department is responsible for facility maintenance, custodial services, and most utility payments associated with County facilities.

"FY" means fiscal year. For both jurisdictions, the fiscal year begins on July 1 and ends the following June 30. Each fiscal year is identified by the year in which the month of June, the end of the fiscal year, occurs.

"Proportionate share" refers to the population of each jurisdiction relative to the total population of the combined jurisdictions, to be updated every five years from the Effective Date using U.S. Census Bureau data. As of the Effective Date, the City's proportionate share is 5.8%, and the County's is 94.2%.

PAYMENTS

Each jurisdiction will invoice the other semi-annually, no later than December 1 and June 1, for services provided, and payment will be due within 30 days of invoice receipt, unless a jurisdiction contests any charge in writing within the 30-day period to the invoicing jurisdiction's finance department. The invoicing jurisdiction will respond to the request for adjustment within 30 days of receipt of the written notice. Payment will be due within 30 days of the response.

For planning, each jurisdiction will provide the other with estimated costs of services for the upcoming fiscal year in writing as part of the annual budget process. An initial written estimate is due by December 30; an updated written estimate is due by February 15; the final estimate is due by March 31. If the cost to provide a service changes after March 31, the jurisdiction receiving services will not be obligated to pay the increased amount until that fiscal year is reconciled.

By September 30, each jurisdiction will provide the other with a reconciliation of expenses compared to payments received for the services as of June 30, the close of the fiscal year.

TERM AND TERMINATION

The term of this Agreement is one year from the Execution Date, after which the Agreement will automatically renew for each of two additional terms, the first renewal term of four years and the second renewal term of five years, unless either party notifies the other of its intent to terminate no later than 120 days before the next scheduled renewal date.

Either party may terminate this Agreement at any time with 120 days' written notice to the other party. If the Agreement is terminated at any time other than at the end of a fiscal year, the amounts due will be prorated based on the fiscal year obligation or the actual number of Child Care Days used, depending on the service or program.

Upon expiration or termination, each party will prepare a final invoice, payment of which will be due within 30 days of receipt.

GENERAL TERMS

All remedies available under this Agreement are cumulative, and no such remedy shall be exclusive of any other remedy available at law or in equity. The failure of either party to exercise in any respect a right provided for in this Agreement shall not be deemed to be a subsequent waiver of the same right or any other right.

No provision of this Agreement creates in the public or in any person or entity rights as a third-party beneficiary or authorizes any person or entity to maintain any action under this Agreement or otherwise.

This Agreement may be modified or amended only in writing signed by both parties.

All obligations under this Agreement are subject to the annual appropriation of funds by the Arlington County Board or the Council of the City of Falls Church, as appropriate.

Neither party will be liable for any failure to perform its responsibilities under this MOA if the failure results from any act of nature or other cause beyond the party's reasonable control.

All notices under this Agreement are to be provided to the following addresses and must be in writing and delivered personally; by certified or registered mail, return receipt requested; or by overnight courier and will be deemed to have been delivered when received by personal delivery or when deposited in United States mail (postage prepaid) or with an overnight courier. Communications regarding invoices, budgeting and data sharing are not subject to these requirements and may be conducted by email, telephone and in person.

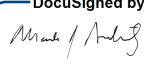
to City of Falls Church:
City Manager
City of Falls Church
300 Park Avenue
Suite 303 East
Falls Church, VA 22046

to Arlington County:
County Manager
Arlington County
2100 Clarendon Blvd.
Suite 302
Arlington, VA 22201



Wyatt Shields
City Manager

Date: 7-10-2024

DocuSigned by:

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Mark Schwarz
County Manager

Date: 7/24/2024

EXHIBIT A

SCOPE OF SERVICES

ESTIMATED COSTS FOR ALL SERVICES

The total amount owed by a jurisdiction receiving services during a fiscal year will include: (1) the share of costs for services provided in the current fiscal year's adopted budget and (2) the difference between actual costs and payments received for services provided during the fiscal year ending two years prior ("Reconciliation Amount"). The specific costs to consider for each service area are detailed below.

JUDICIAL SERVICES

The City will pay the County its proportionate share of the following County expenses for the Circuit Court and General District Court, each of which is composed of the Judiciary and the Clerk's Office.

Judiciary

The Commonwealth pays salaries and benefits to judges in both courts directly. In the Circuit Court, the County pays the salaries and benefits for non-judicial staff. In the General District Court, the County pays operating expenses that support personnel and non-personnel functions.

Generally, no revenues are received. If revenues are received for the Judiciary, they will be deducted from operating expenses to determine the net expense.

The General District Court judges sit in Falls Church on Wednesday of each week. The City will provide, at its expense, a suitable courtroom and judges' chambers, as well as office materials, supplies, and equipment.

Clerk's Office

The County pays the Circuit Court Clerk's Office operating expenses, both personnel and non-personnel, net of contributions from the Commonwealth's Compensation Board, excess fees remitted back to the Court by the Commonwealth and any grants received for the Circuit Court (including the Technology Trust Fund grant).

The City has its own General District Court Clerk's Office so does not contribute to the cost of operating the Arlington County General District Court Clerk's Office.

Maintenance Costs

The County, through DES, pays for facility maintenance, utility, and custodial expenses associated with the Circuit Court and the Judiciary.

Office of the Magistrate

The Office of the Magistrate is primarily funded directly by the Commonwealth. The County provides funds to supplement the Office of the Magistrate personnel who were hired before 2008 and non-personnel operating expenses.

Generally, no revenues are received. If revenues are received for the Magistrate, they will be deducted from operating expenses to determine a net expense.

The Chief Magistrate will provide the City with access to a magistrate either at the City Hall Police Department or by video conference, or the City's officers and citizens may have access to the magistrates located at the Arlington County Court House. Similarly, when in Falls Church, Arlington's officers and citizens have access to the magistrate located at the City Hall Police Department. The City will provide, at its sole expense, office materials, supplies, and equipment for magistrates to use while working in City Hall.

Juvenile and Domestic Relations District Court (JDRDC)

The JDRDC is composed of four divisions: the Judiciary, the Clerk's Office, Probation Office, and Community Programs.

Judiciary

The Judiciary is primarily state funded and the Commonwealth directly pays the salaries and benefits of most personnel. The County provides supplemental local funding for personnel and non-personnel operating expenses. The City shares these costs. Generally, no revenues are received. If revenues are received for the JDRDC Judiciary, they will be deducted from operating expenses to determine a net expense.

The judges sit in Falls Church every second and fourth Tuesday. The City will provide, at its sole cost, a suitable courtroom, judges' chambers and materials, including but not limited to books, office supplies and robes.

Clerk's Office

The City has a full-service JDRDC Clerk's Office and will not contribute to the cost of the Arlington County JCRDC Clerk's Office.

Probation Office

The County funds the costs of Probation Office personnel and non-personnel operating expenses. The City's proportionate share will be calculated net revenues that the County receives for this purpose.

The City will use the services of the County's Probation Office, including the Gang Task Force Coordinator. The Probation Office will hold regular office hours in Falls Church and will schedule additional hours in Falls Church within a week of a request by the City.

Community Programs – Detention Diversion Program

JDRDC operates the Detention Diversion Program (DDP), which is a home detention alternative to the secure detention of juveniles charged with certain crimes. The program currently provides 10 slots for Community Supervision and 10 slots for Electronic Monitoring.

The City will pay the County at the daily rate of net expenses for the City's actual usage of Child Care Days in the program.

For budget planning, the parties will determine the average number of City Child Care Days for the two previously reconciled budget years. This average will be multiplied by the Child Care Day Rate of the proposed FY budget to determine the estimated cost for the upcoming fiscal year. This will be completed in the timeframe as outlined in the Payments Section of the main agreement.

Argus House

The County funds the Andrew B. Ferrari Argus House, a community-based group home for at-risk boys between the ages of 13 and 20.

The City will pay the County at the daily rate of net expenses for the City's actual usage of Child Care Days.

For budget planning, the parties will determine the average number of City Child Care Days for the two previously reconciled budget years. This average will be multiplied by the Child Care Day Rate of the proposed FY budget to determine the estimated cost for the upcoming fiscal year. This will be completed in the timeframe as outlined in the Payments Section of the main agreement.

The City will similarly pay the daily rate of net expenses for its actual usage of Child Care Days if it chooses to access the Arlington County Girls Outreach Center or the Arlington County Young Achiever's Program.

Aurora House

The City funds Aurora House, a residential counseling center for girls' aged 13 to 20 certified by the Virginia Department of Juvenile Justice.

The County will pay the City at the daily rate of net expenses for the County's actual usage of Child Care Days.

For budget planning, the parties will determine the average number of City Child Care Days for the two previously reconciled budget years. This average will be multiplied by the Child Care Day Rate of the proposed FY budget to determine the estimated cost for the upcoming fiscal year. This will be completed in the timeframe as outlined in the Payments Section of the main agreement.

Reporting

The County will provide the City an annual report summarizing the City's use of Juvenile and Domestic Relations Court Services for each fiscal year of this Agreement. The report will include two fiscal years' worth of data regarding: (a) number and type of juvenile court intakes, (b) average number and type of juvenile cases supervised, (c) number of adult cases supervised, (d) number of CFC youth (or placements) and number of days in the Northern Virginia Juvenile Detention Center, Argus House, Aurora House, Girls Outreach Program and Detention Diversion Program.

Office of the Commonwealth's Attorney

The Office of the Commonwealth's Attorney in Arlington County will perform statutorily assigned duties and will prosecute felony cases and requested complex misdemeanor cases for the City and will hold preliminary hearings for those cases in the City of Falls Church.

The County funds personnel and non-personnel operating expenses for the Office of the Commonwealth's Attorney, partially offset by revenues from the State Compensation Board, Commonwealth, and federal grant funds. The City shares the County's net costs.

The City also will pay its proportionate share of County costs, through DES, for facility maintenance, utility, and custodial expenses.

Public Safety Services

Department of Public Safety Communications and Emergency Management

Emergency 911 calls from the City are routed to the County's Emergency Communications Center ("ECC"). The County's ECC technicians dispatch calls from City residents and businesses for fire, rescue and emergency medical technician services to the County's Fire Department. (When a technician determines that the caller requires the Police, rather than the Fire Department, the caller is transferred to the City's Police Department for dispatch.) The City also uses the County's digital radio system and infrastructure for fire, police and sheriff emergency communications.

On a monthly basis, the County will determine the City's proportion of the total number of ECC calls processed. The County will use these monthly reports to calculate the City's proportionate share at the end of the fiscal year.

On a monthly basis, the County also will determine the City's proportion of the total hours, minutes, and seconds of radio airtime used on its digital radio communications systems. The County will use these monthly reports to calculate the City's proportionate share at the end of the fiscal year.

The County will provide this back-up data to the City to project future City costs.

The City also will pay a portion of the following Emergency Communications costs, all based on total salary and benefits for all Emergency Communication Center personnel, including overtime costs, based on the City's percentage of ECC calls during the fiscal year: 1) total salary and

benefits for all ECC personnel, including overtime, 2) DES facility maintenance, utility and custodial expenses and 3) the County's contracted expenses for ECC phone system maintenance, using a monthly average cost from the previous 12-month period.

The City will also pay a portion of the County's contracted expenses for maintenance, preventative maintenance, technical support and monitoring contract of its digital radio communications system and network, based on the City's percentage use of radio air time.

Community Corrections

The General District Court Judges may, when sitting in the City, use the Arlington County Community Corrections Unit (CCU), a shared function of Arlington County Department of Human Services and the Arlington County Sheriff's Office, to provide sentencing reports, community supervision, referral assistance, and community monitoring of local offenders.

The City will pay its share of County-funded personnel and non-personnel expenses for the CCU, net revenue to the County from the State's Comprehensive Community Corrections Act grant funds.,

Alcohol Safety Action Program

The County Sheriffs budget includes the Alcohol Safety Action Program (ASAP) which is mostly self-supporting. The City will pay its share of net County expenses for the program, based upon the number of City residents referred to the program as a percentage of all program referrals.

For budget planning, ASAP staff will provide a projected number of City referrals and total referrals based on actual numbers for the prior year. This will be completed in the timeframe as outlined in the Payments Section of the main agreement.

Administrative Overhead / Capital / Technology Fee

The City will pay the County annually an additional amount equal to one percent of total amount the City owes to the County under this Agreement as a fee to offset the County's administrative overhead, pay-as-you-go capital, and technology investment costs associated with the services provided.