

July 11, 2017

RESUME

The Central Virginia Fire Chief's Association has provided a regional Mutual Aid Agreement that covers Fire, EMS, and Rescue services that are extended between localities across jurisdictional boundaries. The MAA provided mirror's the State-wide Mutual Aid Agreement that all localities have adopted. The regional MAA however, is only applicable for the first twelve (12) hour of an incident requiring resources from other jurisdictions.

The agreement has been reviewed by the legal councils from multiple jurisdictions including Prince George who helped craft the document. Additionally, the agreement was sent to the Prince George Fire and EMS Advisory Board on June 7th with feedback due by June 21st. No objections to the agreement were provided as it simply replaces the current MAA's in place.

Staff recommends the Board of Supervisors authorize the County administrator to enter into the Regional MAA between the localities that have opted into the MAA.

**AGREEMENT FOR MUTUAL AID FIRE AND RESCUE SERVICES
Among Designated Localities in Central Virginia**

This Agreement is made and entered into this ____ day of _____, 2017, by and among the cities of Colonial Heights, Hopewell, Petersburg and Richmond, the counties of Amelia, Caroline, Charles City, Chesterfield, Cumberland, Dinwiddie, Goochland, Hanover, Henrico, King and Queen, King William, New Kent, Powhatan, Prince George, and Sussex, the Richmond Ambulance Authority, the Capital Regional Air Commission, the Defense Supply Center Richmond, Fort A. P. Hill, and Fort Lee, all within the Commonwealth of Virginia, if executed on the appropriate page (page 4) of this Agreement.

WHEREAS, the fire and rescue departments/agencies of the parties hereto perform fire and rescue services within their specified service areas and territories in the Central Virginia region of the Commonwealth of Virginia;

WHEREAS, the parties hereto desire to secure to each other the benefits of mutual aid in situations involving fire and rescue services (including emergency medical services); and

WHEREAS, the parties hereto are authorized to enter into this agreement by §§ 27-1 *et seq.*, and § 44-146.20, Code of Virginia, 1950, as amended;

NOW, THEREFORE, it is mutually agreed as follows:

A. When one of the parties to this Agreement requests aid for a situation within its service area involving fire and rescue (including emergency medical) services from another party to this Agreement, that requested party may dispatch, when available, the requested equipment and personnel to aid in the situation. Requests for aid may be made and received directly by and from the representatives of the fire and rescue service departments/agencies for the parties to this Agreement.

The rendering of assistance under the terms of this Agreement shall not be mandatory, but the party receiving the request for aid shall immediately inform the requesting department/agency if, for any reason, assistance cannot be rendered.

B. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

(1) Any request for aid hereunder shall include a statement of the amount and type of equipment and personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched. However, the amount and type of equipment and the number of personnel to be furnished shall be determined by a representative of the requested responding department/agency.

(2) The personnel of the requested responding department/agency shall report to the officer in charge of the requesting department/agency at the location to which the equipment is dispatched, and shall be subject to the orders and direction of that official.

However, the requested responding agency reserves the right to follow its own safety guidelines while complying with incident objectives. Personnel of the requested responding agency shall continue to be subject to the applicable rules of conduct, regulations, and policies of their own jurisdiction while acting pursuant to this Agreement.

(3) The personnel and equipment of the requested responding department/agency shall be released by the requesting department/agency when the services of the requested responding department/agency are no longer required or when the requested responding department/agency is needed within the area for which it normally provides services.

(4) Responses and/or services shall be provided as determined at the time of need and/or as pre-arranged for certain response areas (i.e. automatic responses).

C. Each party to this Agreement waives any and all claims against all the other parties which may arise out of the parties' actions outside of their respective jurisdictions under this Agreement.

Nothing in this Agreement is intended or shall be construed to require any party to indemnify and save harmless the other parties to this Agreement from claims by third parties for property damage or personal injury which may arise out of the activities of the other parties.

D. All equipment used by the requested responding department/agency in carrying out this Agreement shall, at the time of action hereunder, be owned by the requested responding department/agency; and all personnel acting for the requested responding fire and rescue department/agency under this Agreement shall, at the time of such action, be employees or volunteer members of the requested responding department/agency.

E. Actions taken and expenditures made pursuant to this Agreement shall be deemed conclusively to be for a public and governmental purpose and all of the immunities from liability enjoyed by a party when acting through its fire fighters or emergency medical technicians for a public or governmental purpose within its territorial limits shall be enjoyed by it to the same extent as when such party is so acting, under this Agreement, beyond its territorial limits.

The personnel of any party to this Agreement, when acting hereunder, or under other lawful authority, beyond the territorial limits of their jurisdictions, shall have all of the immunities from liability and exemptions from laws, ordinances and regulations, enjoyed by them while performing their respective duties within the territorial limits of their jurisdictions.

F. All services provided by a party under this Agreement shall be performed without monetary compensation for the first twelve hours of service. If the performance of services exceeds twelve hours, the requesting department/agency receiving such services agrees to reimburse the requested responding department/agency for the entire replacement cost of specialized extinguishing agents, materials, and/or other expendable consumer supplies not covered in standing agreements, which are used by the requested responding department/agency

in providing firefighting, emergency-rescue, or other disaster services within the requesting department/agency's jurisdiction.

G. All salaries, pensions, health insurance, disability protection, worker's compensation, death benefits, and other benefits provided to employees of the parties to this Agreement, as well as to all volunteer members who respond, shall apply to the services performed by those employees or volunteer members under this Agreement outside their respective jurisdictions.

H. This Agreement rescinds and supersedes all previous written agreements and oral understandings relating to the provision of mutual aid for fire and rescue and emergency medical services between and among the parties.

This Agreement is not intended to rescind or supersede any automatic mutual aid agreements or financial agreements for fire and rescue and emergency medical services between and among the parties.

I. Any of the parties hereto may withdraw from this Agreement by giving thirty (30) days written notice to that effect to the other parties at the addresses shown on the signature pages. Any notice shall be effective if given by registered or certified mail, return receipt requested, or by other receipted delivery.

This Agreement shall remain in effect until superseded, amended, or rescinded in writing by one or more participating signatory parties. However, it shall remain in effect for all remaining signatory parties unless or until it is terminated in writing by the remaining parties.

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CITY/COUNTY OF

By: _____

Address for Notice:

Contents Approved:

Fire Rescue

Form & Correctness Approved:
