

AGREEMENT FOR MUTUAL AID FIRE AND RESCUE SERVICES
Among
Designated Localities in the Hampton Roads Region of Virginia

This Agreement established as of ___1st___ day of ___July___, 2011 by and among the signatory cities and counties currently represented by the Hampton Roads Planning District Commission (HRPDC) and whose jurisdictional boundaries lie within the Hampton Roads region of the Commonwealth of Virginia. See Appendix A. The agreement shall be active for and among signatory jurisdictions as of the date of adoption by the jurisdiction and signature of the Chief Administrative Officer.

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. On request to a representative of the Providing Entity, by a representative of the Requesting Entity, equipment and personnel of the Providing Entity will be dispatched, when available, to any point within the area for which the Requesting Entity normally provides services as designated by the representative of the Requesting Entity.
- b. The rendering of assistance under the terms of this Agreement shall not be mandatory, but the Providing Entity should immediately inform the Requesting Entity if, for any reason, assistance cannot be rendered.
- c. 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 actual amount and type of equipment and number of personnel to be furnished in response to the request shall be determined by a representative of the Providing Entity.

- (2) The personnel of the Providing Entity shall report to the officer in charge of the Requesting Entity at the location to which the equipment is dispatched, and shall be subject to the orders of that official. However, in matters involving health and safety issues, the chain of command of the Providing Entity shall exercise final decision-making authority for its own personnel. Personnel 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 Providing Entity shall be released by the Requesting Entity when the services of the Providing Entity are no longer required or when the Providing Entity is needed within the area for which it principally 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 (automatic responses).
- d. Each party waives any and all claims against all the other parties which may arise out of the performance of this Agreement
 - e. To the extent permitted by law, the Requesting Entity party agrees to indemnify and save harmless the Providing Entity from all claims by third parties for property damage or personal injury which may arise out of the mutual aid activities performed outside their respective jurisdictions pursuant to this Agreement.
 - f. The provision of aid pursuant to this Agreement shall not impact ownership of equipment or personnel relationships. Nothing in this Agreement is intended to transfer ownership of equipment or transfer personnel from the Providing Entity to the Requesting Entity.
 - g. 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 when such party is so acting, under this Agreement, beyond its territorial limits.

- h. 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 the immunities from liability and exemptions from laws, ordinances and regulations, enjoyed by them while performing their respective duties for their respective jurisdictions.
- i. All compensation, retirement, disability, worker's compensation, life and health insurance, and other benefits to which said personnel are legally entitled shall extend to the services they perform under this Agreement outside their respective jurisdictions. Each party agrees that it shall be responsible for the provisions of all such benefits for its own personnel.

This Agreement shall be in effect from and after July 1, 2011 and shall remain in effect until superseded, amended or rescinded in writing by the parties. A party may unilaterally withdraw from this Agreement by providing thirty (30) days written notice of its intent to withdraw to all parties. The withdrawal of individual parties shall not impact the validity of the Agreement for all remaining parties.

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 Entities.

Appendix A – Cities and Counties represented by the HRPDC

City Chesapeake

City of Franklin

Gloucester County

City of Hampton

Isle of Wight County

James City County

City of Newport News

City of Norfolk

City of Poquoson

City of Portsmouth

Southampton County

City of Suffolk

Surry County

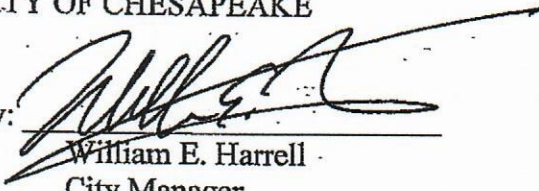
City of Virginia Beach

City of Williamsburg

York County

CITY OF CHESAPEAKE

By:


William E. Harrell
City Manager

ATTEST:



City Clerk

Address for Notice:

Contents Approved:

Fire-Rescue

Form & Correctness Approved:


City Attorney

Form and Correctness Approved: By 

Office of the City Attorney

NORFOLK, VIRGINIA

Contents Approved:

By 
DEPT.**Resolution** 1,484

R-10

A: RESOLUTION APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT FOR MUTUAL AID FIRE AND RESCUE SERVICES AMONG THE CITIES AND COUNTIES REPRESENTED BY THE HAMPTON ROADS PLANNING DISTRICT COMMISSION AND AUTHORIZING THE EXECUTION AND IMPLEMENTATION OF THE AGREEMENT.

WHEREAS, the various regional localities deem it mutually beneficial to enter into an Agreement for Mutual Aid for Fire and Rescue Services in regard to emergency response and assistance when additional personnel and resources are needed to address fire and medical emergency and related casualty events, pursuant to Virginia Code Sections 27-2 and 44-146.20; now, therefore

BE IT ORDAINED by the Council of the City of
Norfolk:

Section 1:- That the terms and conditions of an Agreement for Mutual Aid Fire and Rescue Services among the cities and counties represented by the Hampton Roads Planning District Commission, a copy of which is attached hereto, are hereby approved.

Section 2:- That the City Manager is hereby authorized to enter into the Agreement for Mutual Aid Fire and Rescue Services and to implement the Agreement.

Section 3:- That this resolution shall
be in effect from and after July 1, 2011.

Adopted by Council June 28, 2011
Effective July 1, 2011

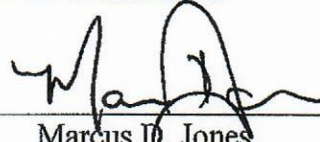
TRUE COPY
TESTE:

R. BRECKENRIDGE DAUGHTREY, CITY CLERK

BY: _____
DEPUTY CITY CLERK

CITY OF NORFOLK

By:



Marcus D. Jones
City Manager

ATTEST:



City Clerk 8/12/11


Address for Notice:


1100 City Hall Building
Norfolk, Virginia 23510
ATTN: City Manager

Contents Approved:



Fire Rescue


Form & Correctness Approved:



Mary L. G. Nexsen, Deputy City Attorney

CITY OF HAMPTON

By: Mary B. Bunting
Mary B. Bunting
City Manager

ATTEST:

K. M. Lewis
City Clerk

Address for Notice:

Contents Approved:

D. J. Lewis
Fire-Rescue

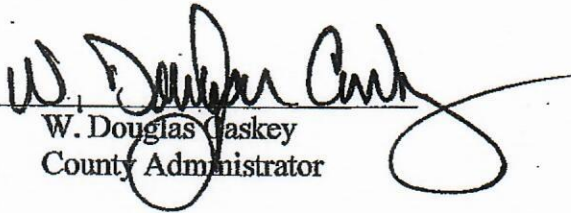
CITY OF HAMPTON
OFFICE OF THE CITY ATTORNEY

Approved as to legal form and sufficiency

Date: 7/27/11
Steve D. Bunt
Attorney

ISLE OF WIGHT COUNTY

By:


W. Douglas Maskey
County Administrator

ATTEST:

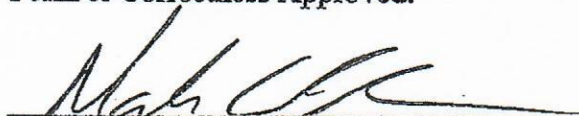
Address for Notice:


Corey Mills Horn
County Clerk

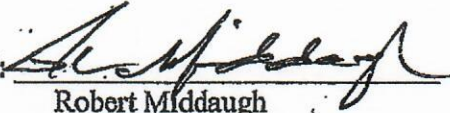
Contents Approved:


Fire-Rescue

Form & Correctness Approved:


Mark C. Popovich, Assistant County Attorney

JAMES CITY COUNTY

By: 
Robert Middaugh
County Administrator

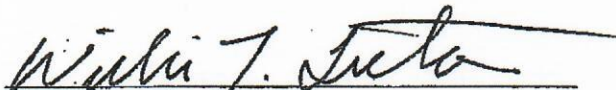
ATTEST:


County Clerk

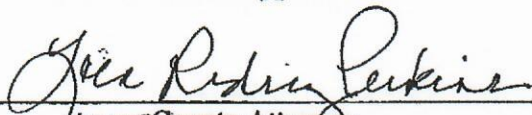
Address for Notice:

P.O. Box 8784 (23187-8784)
101-C Mounts Bay Road
Williamsburg, VA 23185

Contents Approved:


Fire-Rescue

Form & Correctness Approved:


ASST. County Attorney

CITY OF NEWPORT NEWS

By: _____

Neil A. Morgan
City Manager

ATTEST:

Mabel Washington Jenkins
City Clerk

Address for Notice:

2400 Washington Avenue
Newport News, VA 23607

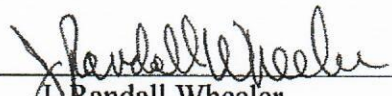
Contents Approved:

Scott W. Luddell
Acting Fire Chief

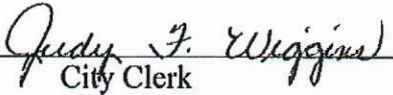
Form & Correctness Approved:

Paul Elbert
City Attorney

CITY OF POQUOSON

By: 
J. Randall Wheeler
City Manager

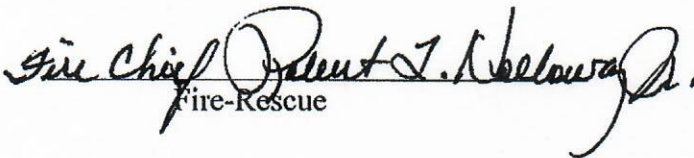
ATTEST:


City Clerk

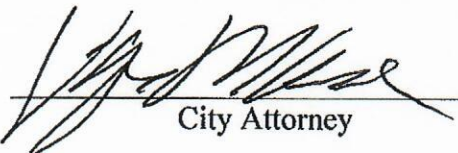
Address for Notice:

City Manager's Office
500 City Hall Avenue
Poquoson, NA 23662


Contents Approved:


Fire-Rescue

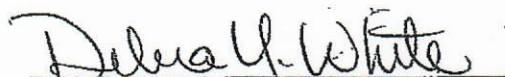
Form & Correctness Approved:


City Attorney

CITY OF PORTSMOUTH


By: 
Kenneth L. Chandler
City Manager

ATTEST:

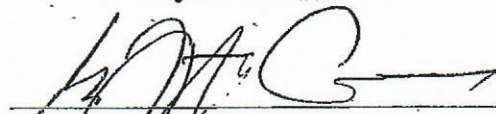

City Clerk

Address for Notice:

Contents Approved:


Fire-Rescue

Form & Correctness Approved:


City Attorney

CITY OF SUFFOLK

By: Selena Cuffee-Glenn
Selena Cuffee-Glenn
City Manager

ATTEST:

Jareyl Saeed, Deputy
City Clerk

Address for Notice:

300 Kings Fork Road
Suffolk, VA 23434

Contents Approved:

Mark K. Smith
Fire-Rescue

Form & Correctness Approved:

C. Z. H. Ratty, Jr.
City Attorney

CITY OF VIRGINIA BEACH

By: James K. Spore
James K. Spore
City Manager

ATTEST:

Quint Hodges Tamm, MMC
City Clerk

Address for Notice:

OFFICE OF THE CITY ATTORNEY
2401 COURTHOUSE DR. Bldg 1, Room
VA BEACH, VA 23456 260

Approved for Content:

Steven R. Cover
Steven R. Cover, Fire Chief

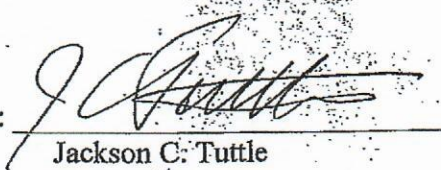
Bruce Edwards
Bruce Edwards, EMS Chief

Approved for Legal Sufficiency:


[Signature]
City Attorney's Office

CITY OF WILLIAMSBURG

By:


Jackson C. Tuttle
City Manager

ATTEST:


Donna Scott
City Clerk

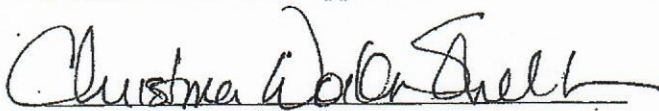
Address for Notice:

Fire Chief
444 N. Boundary St.
Williamsburg VA 23185

Contents Approved:


Will P. [unclear]
Fire-Rescue

Form & Correctness Approved:

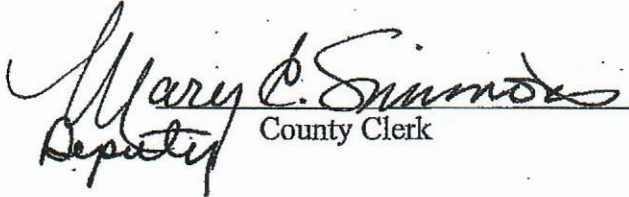

Christina [unclear]
City Attorney

YORK COUNTY

By: 

James O. McReynolds
County Administrator

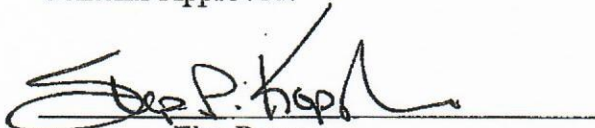
ATTEST:


County Clerk

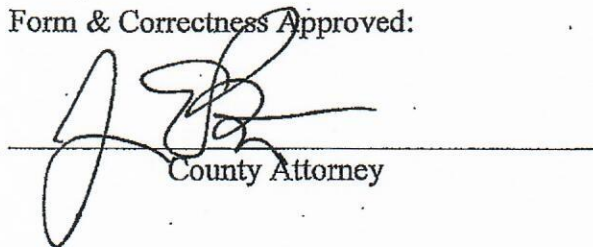
Address for Notice:

County of York, VA
Attn: Fire and Life Safety
P.O. Box 532
Yorktown, VA 23690

Contents Approved:


Fire-Rescue

Form & Correctness Approved:


County Attorney