

**Mutual & Automatic Firefighting and Rescue
Assistance Agreement
(Mutual/Automatic Aid Agreement)**

This agreement is made and entered into this _____ day of _____, 20____ by and between Spotsylvania County, Virginia ("Spotsylvania"), a political subdivision of the Commonwealth of Virginia, and Hanover County, Virginia ("Hanover"), also a political subdivision of the Commonwealth of Virginia.

WHEREAS, the fire and rescue departments of the parties hereto perform fire and rescue services within their specified service areas and jurisdictions;

WHEREAS, the parties hereto have or maintain certain equipment and personnel for use in response to emergency situations which are capable of providing suppression of fires and mitigating hazardous materials incidents and other emergency situations, and providing basic and advanced life support and emergency medical care, with transportation to institutional medical facilities, through paid and/or volunteer departments within their specified service areas and jurisdictions;

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 mutual and automatic aid agreement (hereinafter "Agreement") for fire protection, emergency medical services and the sharing of fire and rescue assets pursuant to Sections 27-1 *et seq.*, 32.1-111.4:5 and 44-146.20 of the Code of Virginia, 1950, as amended;

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived from this Agreement, it is mutually agreed as follows:

1. When either party to this Agreement requests aid for a situation within its service area or jurisdiction involving fire and/or rescue services, including emergency medical services, from the other party, that requested party may dispatch, when available, the requested equipment and personnel to aid in the situation. Requests for aid shall be made to and received by the Emergency Communications Centers of the parties, which will then contact the appropriate officials for approval, unless an initial response of emergency equipment in certain areas of each party's jurisdiction is requested and identified by additions to the run assignments in each party's Emergency Communications Center (i.e. Automatic Aid).

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 if, for any reason, assistance cannot be rendered.

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

A. Any request for aid hereunder shall specify the amount and type of equipment and personnel requested and shall specify the location to which the equipment and personnel are to be dispatched. The amount and type of equipment and the number of personnel to actually be furnished, however, shall be determined by a representative of the requested responding department and/or as pre-arranged for certain response areas (i.e. Automatic Aid).

B. The personnel of the requested responding department shall report to the officer in charge of the requesting department at the location to which the equipment and personnel are dispatched and shall be subject to the orders and direction of that official. However, the requested responding department reserves the right to follow its own safety guidelines while complying with incident objectives. Should the senior responding officer from the requested responding department determine that the emergency operation is being conducted in an unsafe manner, the requested responding department may limit its assistance to a support service or return back to its jurisdiction to ensure the safety of its personnel. Personnel of the requested responding department shall continue to be subject to the applicable rules of conduct, regulations and policies of their own jurisdiction while acting pursuant to this Agreement.

C. The personnel and equipment of the requested responding department shall be released by the requesting department when the services of the requested responding department are no longer required or when the requested responding department is needed within its normal service area.

3. Either party to this Agreement may request to loan apparatus or equipment of the other party for use in case of potential emergency. Such request shall be directed to the requested department's Fire Chief. Should the requested department's Fire Chief agree to the loan, the specific terms and conditions of such loan shall be negotiated and agreed upon by each party's Fire Chief.

Any loan of apparatus or equipment pursuant to this Agreement is subject to the following conditions:

A. The requesting department shall be responsible for any physical damage to the loaned apparatus or equipment, if such damage arises out of the requesting department's operation of the apparatus or equipment. The requested department shall submit a claim to the requesting department of such physical damage, for insurance purposes.

B. The parties to this Agreement shall maintain automobile liability and comprehensive collision coverage on any borrowed, hired, rented or leased vehicles through their standard insurance policy or through a self-insurance policy and shall be responsible for paying the cost of any deductible arising from a claim under said policy. Proof of insurance shall be provided to the Fire Chief of the requested department before any apparatus or equipment is loaned under this Agreement.

4. Each party to this Agreement agrees to meet and conduct, where time, facilities, equipment and personnel permit, joint training programs to implement this Agreement.

5. Each party to this Agreement waives any and all claims against the other party 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 or hold harmless the other party to this Agreement from claims by third parties for property damage or personal injury which may arise out of the activities of the other party.

6. All equipment and apparatus used by the requested responding department in carrying out this Agreement shall, at the time of such use, be owned by the requested responding department. All personnel acting for the requested responding department under this Agreement shall, at the time of such action, be employees or volunteer members of the requested responding department.

7. 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 either party to this Agreement, when acting hereunder, or under other lawful authority, beyond the territorial limits of their jurisdiction, 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.

8. All services provided by either party under this Agreement shall be performed without monetary compensation, except that the requesting department agrees to reimburse the requested responding department for the entire replacement cost of specialized extinguishing agents, materials, and/or other expendable consumer supplies not covered in standing agreements, which were used by the requested responding department in performing services under this Agreement within the requesting department's jurisdiction. Nothing in this Agreement shall limit the parties' ability to charge reasonable fees for emergency medical transport services where permitted by state and local law.

9. 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.

10. 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 and loaning of equipment and apparatus between the parties, including automatic mutual aid agreements and financial agreements.

11. This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia. If any part, term or provision of this Agreement is held by a court to be in conflict with any local, state or Federal law or regulation, the validity of the remaining portions or provisions shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

12. This Agreement may be terminated by giving thirty (30) calendar days written notice to that effect to the other party. Any notice shall be effective if given by registered or certified mail, return receipt requested, or by other receipted delivery. This Agreement may be amended by a written agreement stating the proposed amendments.

This Agreement shall remain in effect until superseded, amended, or rescinded in writing by either party.

WITNESS the following signatures:

COUNTY OF SPOTSYLVANIA

By: _____
(Interim County Administrator)

By: 
(Fire Chief)

COUNTY OF HANOVER

By: _____
(Fire Chief)

APPROVED AS TO FORM:

By: 
(County Attorney)

APPROVED AS TO FORM:

By: _____
(Assistant County Attorney)