

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

This agreement made and entered into this _____ day of _____, 20____
by and between the Board of Supervisors of Spotsylvania County, Virginia, a political
subdivision, hereinafter referred to as "Spotsylvania", and the City of Fredericksburg, Virginia,
also a political subdivision of the Commonwealth of Virginia, hereinafter known as
"Fredericksburg",

I. RECITALS

WHEREAS, the parties are authorized by Title 27, Chapter 2 of the Code of Virginia
(1950, as amended) to organize and operate fire protection services, and the parties are
authorized to provide emergency medical care by Virginia Code § 32.1-111.4:3; and

WHEREAS, the parties have or maintain certain equipment and personnel for use in
response to emergency situations which are capable of providing basic and advanced life support
emergency medical equipment and care, with transportation to institutional medical facilities,
through paid and/or volunteer companies within their jurisdictions and areas; and

WHEREAS, the parties 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 through paid and/or volunteer
companies within their jurisdictions and areas; and

WHEREAS, it is deemed mutually beneficial, sound, desirable, and practical for the
parties to render assistance to one another in cases of actual or potential fire or medical
emergencies; and

WHEREAS, pursuant to Virginia Code §§ 27-2, 27-3, 27-4, and 32.1-111.4:5 (1950, as amended), the parties desire to enter into a mutual and automatic aid agreement ("agreement" or "Agreement") for fire protection, emergency medical services and the sharing of fire and rescue assets to supersede any other mutual aid agreements existing between the parties,

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived from this agreement, all parties agree as follows:

II. GENERAL PROVISIONS

1. It is acknowledged that the governing bodies of the respective localities are separate independent entities and are not subject to control of each other, except as provided in this agreement.
2. The parties will endeavor to provide fire protection and emergency medical services, including the lending of fire or rescue apparatus and equipment when needed, to each other within the capabilities available at the time the request for such support is made.
3. Nothing contained in the agreement should in any manner be construed to compel any of the parties to respond to a request for services or equipment in the other's jurisdiction when the services of the jurisdiction to whom the request is being made are needed or are being used within the boundaries of that jurisdiction, nor shall any such request compel the requested jurisdiction to continue to provide services in the other's jurisdiction when its personnel, apparatus, or equipment are needed within the boundaries of its own jurisdiction.
4. The parties recognize that they are each fully capable of providing fire protection and emergency medical services to adequately serve their respective jurisdictions.

5. No party shall be liable to the other party for any loss or damage to any equipment or any personal injury or death resulting from the performance of this agreement, when such arises out of their activities that occur outside their respective jurisdictions.
6. Each party agrees to assume all responsibility for use of its own equipment and for the actions of its own employees and staff when conducting emergency services in another jurisdiction. In accordance with this requirement, each party shall obtain and maintain its own insurance to cover any liability issues to third parties for property damage or personal injury which may arise out of the activities of each party to this agreement outside of its respective jurisdiction, except to the extent that a court of competent jurisdiction has made a final judgment that the harm resulted directly from willful misconduct, gross negligence, bad faith, or breach of fiduciary duty. However, when the necessity arises that requires sharing assets as described below in Subsection IV, the liability for damage to the equipment or apparatus shall be in accordance with the terms set forth below.
7. No party shall be liable to the other party for reimbursement for the use of apparatus, equipment, or personnel occasioned by a response for assistance, or for damage to such apparatus or equipment or injuries to personnel incurred when responding to an emergency situation in another jurisdiction: except that each party requesting assistance under this agreement shall reimburse the party providing such assistance for the actual costs of specialized extinguishment or hazardous materials mitigation agents used in the requesting party's jurisdictions, subject to appropriation by each party's governing body. 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.

8. All personnel of the parties of this agreement are invited and encouraged, on a reciprocal basis, to meet and conduct, where time, facilities, equipment and personnel permit, joint training programs to implement this agreement.
9. The County and Fredericksburg agree that this Agreement contains all the terms and conditions as currently understood by all parties.
10. The County and Fredericksburg agree that this Agreement may be revised or terminated by a written agreement stating the proposed change or termination. Either party must provide at least thirty days (30) written notice prior to such revision or termination event.
11. The County and Fredericksburg agree that this Agreement shall continue in perpetuity until terminated by a written agreement stating the termination.
12. If any section of this Agreement is determined to be unconstitutional or in conflict with the Code of Virginia or any case law thereunder, the offending section shall be severed and the validity of the remaining sections shall not be affected, unless so doing would operate a manifest injustice on any party

III. EMERGENCY ASSISTANCE

1. The jurisdiction desiring emergency assistance pursuant to this agreement shall make such request to the Emergency Communications Center of the other party, which will then contact the appropriate County 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 (Automatic Aid).

2. When a party elects to respond to a request for assistance, the personnel manning such responding units from another jurisdiction shall not become employees of the party making the request for the purposes of the Virginia Workers' Compensation Act.
3. When a party elects to respond to a request for assistance, where applicable, the personnel manning such responding units will report to the command post/senior officer of the requesting agency for assignment.
4. When a party elects to respond to a request for assistance, the personnel manning such responding units from another jurisdiction shall remain under the command of their senior responding officer, and shall work as a unified company and shall not be split apart during the emergency operation unless determined necessary by the senior responding officer.
5. When a party elects to respond to a request for assistance and the senior responding officer from the agency providing assistance determines that the emergency operation is being conducted in an unsafe manner, the responding party may limit its assistance to a support service or return back to its jurisdiction to ensure the safety of its personnel.

IV. SHARING ASSETS

1. A party requesting a loan of apparatus or equipment for use in case of potential emergency shall be responsible for physical damage to the borrowed apparatus or equipment, if such damage arises out of the requesting locality's operation of the apparatus or equipment.
2. A party requesting a loan of apparatus or equipment under this Agreement shall maintain automobile liability and comprehensive collision coverage on any borrowed, hired, rented

or leased vehicles through its 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 lending locality before any apparatus or equipment is lent under this Agreement.

3. If damage occurs to any loaned equipment or apparatus under the circumstances described in paragraph 1 of Section IV above, the loaning locality agrees to submit a claim to the borrowing locality and satisfy any inquiries from the borrowing jurisdiction's insurance provider.
4. The specific terms and conditions of each loan of equipment or apparatus under this Agreement shall be negotiated and agreed upon by the Fire Chief of each party.

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WITNESS the following signatures:

COUNTY OF SPOTSYLVANIA

By: _____
(Interim County Administrator)

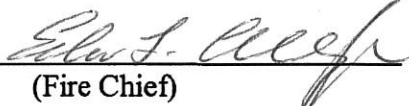
By: 
(Fire Chief)

APPROVED AS TO FORM:

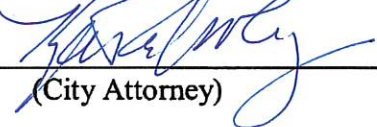
By: 
(County Attorney)
Senior Assistant

CITY OF FREDERICKSBURG

By: 
(City Manager)

By: 
(Fire Chief)

APPROVED AS TO FORM:

By: 
(City Attorney)