

COUNTY OF YORK

MEMORANDUM

DATE: May 21, 2024

TO: York County Board of Supervisors

FROM: Mark L. Bellamy, Jr., County Administrator 

SUBJECT: Mutual Aid Agreement for Fire and Rescue Services with Hampton Roads Localities

The Department of Fire and Life Safety maintains mutual aid response operations with the various surrounding localities in Hampton Roads. From time to time, the formal agreements are reviewed and, when necessary, updated and formally renewed. In 2004 (Resolution R04-33), the Board authorized the County Administrator to execute and update the mutual aid agreements. Most recently, staff has been working with other departments of Hampton Roads to update the current mutual aid agreements.

The purpose of this memorandum is to advise you that I will be executing an updated agreement. The updated version is attached for your review. If you have any additional questions, please let me know.

Schott/3326

Attachment:

- Updated Mutual Aid Agreement for Fire and Rescue Services with Hampton Roads Localities

AGREEMENT FOR MUTUAL AID FIRE AND RESCUE SERVICES
Among
Localities in Hampton Roads Virginia

This Agreement is made and entered into this 18th day of March, 2024 by and among the cities of Chesapeake, Franklin, Hampton, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Virginia Beach, and Williamsburg and the counties of Gloucester, James City, Isle of Wight, Southampton, Surry, and York, all within the Hampton Roads region of the Commonwealth of Virginia (each, a “Fire Department” or “Party,” and together, the “Fire Departments” or “Parties”).

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

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

NOW, THEREFORE, it is mutually agreed as follows:

- a. Each Fire Department may request and receive assistance, including but not limited to, equipment and personnel (“Aid”), from another Fire Department, at any point within the area for which the requesting Fire Department normally provides services.
- b. Each Fire Department may provide Aid to another Fire Department upon request.
- c. Any two or more Fire Departments may designate Automatic Aid Response Areas where Aid may be dispatched from a Fire Department without a specific request from another Fire Department.
- d. The rendering of Aid under the terms of this Agreement shall not be mandatory, but the Fire Department receiving the request for Aid should immediately inform the requesting Fire Department if Aid cannot be rendered.
- e. Any dispatch of Aid 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 and assigned radio channel to which the

equipment and personnel are to be dispatched, however, the amount and type of equipment and number of personnel to be furnished shall be determined by the responding Fire Department.

- (2) The personnel of the responding Fire Department shall report to the officer in charge from the requesting Fire Department at the location to which the equipment is dispatched, and shall be subject to the orders of that officer in charge. However, the chain of command of the responding Fire Department shall exercise final decision-making authority for its own equipment and personnel. Personnel shall continue to be subject to the applicable rules of conduct, regulations, and policies of their own Fire Department while acting pursuant to this Agreement.
 - (3) The personnel and equipment of the responding Fire Department shall be released by the requesting Fire Department when the Aid from the responding Fire Department is no longer required or when the responding Fire Department is needed within the area for which it normally provides services.
 - (4) Aid shall be provided as determined at the time of need and/or as agreed to for certain Automatic Aid Response Areas.
 - (5) Any equipment used by a requesting Fire Department will be returned to the responding Fire Department in substantially the same condition as it was received. The requesting Fire Department shall be responsible for damage to equipment while in its care, custody, or control.
- f. Each Party waives all claims against the other Parties for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.
 - g. Each Party shall be responsible for the actions of its respective personnel and each shall at all times maintain insurance on its respective personnel and equipment.
 - h. All equipment used by a responding Fire Department in carrying out this agreement will, at the time of action hereunder, be owned by it; and all personnel acting for a responding Fire Department under this Agreement

will, at the time of such action, be employees or volunteer members of the responding Fire Department.

- i. 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.
- j. 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.
- k. 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. Each Party agrees that it shall be responsible for the provisions of all such benefits for its own personnel.
- l. 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.
- m. 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 of each Party.

This Agreement shall be in effect from and after March 18, 2024 and 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 parties.