

# COUNTY OF YORK

## MEMORANDUM

**DATE:** August 6, 2024

**TO:** York County Board of Supervisors

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



**SUBJECT:** Mutual Aid Agreement for Firefighting and Emergency Medical Services with Navy Region Mid-Atlantic

The Department of Fire and Life Safety maintains mutual aid response operations with the various surrounding military facilities in Hampton Roads. From time to time, the formal agreements are reviewed and, when necessary, updated and formally renewed. The Navy typically requires this review every six years unless needed sooner. In 2020 (Resolution 20-48), the Board authorized the County Administrator to execute and update the mutual aid agreements. Most recently, staff has been working with Navy Region Mid-Atlantic to renew the current mutual aid agreement.

The purpose of this memorandum is to advise you that I will be executing an updated agreement. The latest version is attached for your review. The agreement remains substantially unchanged except for a few minor clarifications. If you have any additional questions, please call Chief Kopczynski.

Kopczynski/3612

Attachment:

- Updated Mutual Aid Agreement for Firefighting and Emergency Medical Services with Navy Region Mid-Atlantic

MUTUAL AID AGREEMENT  
BETWEEN

DEPARTMENT OF THE NAVY  
COMMANDER NAVY REGION MID-ATLANTIC  
OPERATIONS AND PUBLIC SAFETY  
1510 GILBERT STREET  
NORFOLK, VA 23511

AND

COUNTY OF YORK, VIRGINIA  
224 BALLARD STREET PO BOX 532  
YORKTOWN, VIRGINIA 23690

FOR THE PROVISION of FIREFIGHTING AND EMERGENCY  
MEDICAL SERVICES ASSISTANCE  
Support Agreement #: N61463-20240410-15150

THIS MUTUAL AID AGREEMENT (hereinafter, the "Agreement") is made and entered into by and between Commander Navy Region Mid-Atlantic (hereinafter, "Navy"), and the County of York, Virginia, for firefighting and Emergency Medical Services (EMS) assistance (hereinafter, "York County").

**WITNESSETH:**

WHEREAS, each of the Parties hereto maintains equipment and personnel for the ~~response and mitigation of emergency incidents occurring within areas under their respective~~ jurisdictions, and

WHEREAS, the Parties hereto desire to prevent the loss of life and property by providing mutual emergency response capabilities that available in their respective jurisdictions, and

WHEREAS, the lands or districts comprising the respective jurisdictions of the Parties are adjacent or contiguous to one another such that the rendering of mutual assistance between the Parties in response to an emergency incident is feasible, and

WHEREAS, it is the policy of the Department of the Navy and Commander Navy Region Mid-Atlantic, to enter into Mutual Aid Agreements (MAA) with non-Federal Fire Departments located in the vicinity of a Naval installation, whenever practicable, and

WHEREAS, the Parties have mutually concluded that it is desirable, practicable, and beneficial for the Parties to enter into this Agreement to memorialize their willingness and ability to render assistance to one another, in order to prevent the loss of life and property within the civilian community and Navy Weapons Station Yorktown, Cheatham Annex, and other outlying installations and federal facilities.

**NOW, THEREFORE, BE IT AGREED THAT:**

1. Pursuant to 42 U.S.C. §1856a, DODI 6055.06, and OPNAVINST 11320.23G, the Parties enter into a Mutual Aid Agreement (MAA) to provide personnel and equipment required for the protection of life and property from fire; emergency response services including emergency medical services, hazardous material response, and technical rescue events; and other emergencies within the scope of services provided by each department
2. The senior officer of a Fire Department belonging to a Party to this Agreement, or the senior officer of such Fire Department actually present at an emergency scene, may request assistance under the terms of this Agreement from the other Party's Fire Department, whenever he/she deems it necessary to make such a request.
3. The requesting and rendering of assistance from one Party to the other under the terms of this Agreement shall be accomplished in accordance with detailed operational plans and procedures, which shall be developed by each of the Parties. The technical heads of each Party's Fire Department shall work together to implement such plans and procedures in a manner compatible with the operational authorities of each. In the absence of more specific procedures, the Parties will generally proceed as follows:
  - a. The senior officer on duty of the Party receiving a request for assistance shall take the following actions:
    - (1) Immediately determine if the requested apparatus and personnel are available to respond to the call for assistance.
    - (2) In accordance with the terms of this Agreement, forthwith dispatch such apparatus and personnel, along with instructions as to their mission, use and deployment, in quantities and amounts as in the judgment of the senior officer receiving the call can be provided to the requesting Party without jeopardizing the mission of the Party providing such resources.
  - b. The senior officer of the Party requesting assistance shall normally assume full charge of the operations at the scene of the fire or other emergency. However, under procedures agreed to by the technical heads of the Parties involved, a senior officer of the Party furnishing the assistance may assume responsibility for the coordination of the overall operations at the scene of the fire or other emergency.
  - c. The Parties Agree to the use of each entities radio bandwidths assigned to them by the Federal Communications Commission (FCC) for interoperability functions during mutual aid assistance and training.
4. The rendering of assistance under the terms of this Agreement shall not be mandatory.

a. The Party receiving a request for assistance shall endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.

b. Neither Party shall hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire suppression and hazardous material incident response needed within their own jurisdictions.

5. As required by Federal law as a condition precedent to entering into this Agreement, the Parties hereby waive all claims against the other Party for compensation of any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.

6. Independent of, and in addition to, any provisions of this Agreement, Naval Weapons Station Yorktown is authorized and has the discretion to render disaster relief or emergency assistance to preserve life and property in the vicinity of a DoD installation, when in the opinion of the Installation Commander, the assistance is in the best interest of the United States. 42 U.S.C. §§ 5121-5206; DoD 3025.1-M.

7. **TRAINING:**

a. Whenever either Party hosts fire protection training ("Host Department") it may, to the maximum extent practicable and subject to its sole discretion, offer to provide the same training to members of the other Party ("Guest Department").

b. The Host Department will not charge the Guest Department for any training provided under the terms of this Agreement, unless it is a cost that cannot be covered by the Host Department such as, cost per student or cost of a certificate.

c. The Guest Department will be solely responsible for the payment of any and all costs necessary for their personnel to attend any training provided by the Host Department including, but not limited to, lodging, meals and travel.

d. This agreement is entered into voluntarily by both Parties. Specific training will be provided in reference to specific aircraft, airport familiarization, as well as FAA-required training.

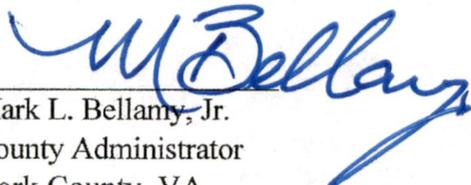
e. The Guest Department is responsible for ensuring that its members observe all training rules, regulations, and guidelines provided by the Host Department. Neither Party shall hold the other Party liable or at fault for damage or injury incurred during joint training activities.

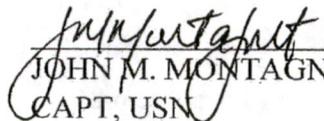
f. The Host Department reserves the right to deny training to any member who does not meet the prerequisites necessary to attend the training under the terms of this Agreement.

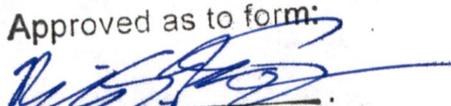
8. EXECUTION OF THIS AGREEMENT:

a. This Agreement shall become effective upon the date of the last signature to this Agreement, and shall remain in full force and effect no more than six years from the effective date or until cancelled by mutual agreement of the Parties, or upon the provision of at least sixty (60) days advance written notice from either Party desiring to terminate this Agreement. Upon becoming effective, this Agreement shall supersede all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this to the agreement on the respective dates under each signature. The County of York Fire Department through its governing body signing by and through its SIGNING OFFICIAL authorized to execute same by Governing Body action and the Department of Navy signing by and through the Regional Commander, for Commander Navy Region Mid-Atlantic duly authorized to execute same.

  
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Mark L. Bellamy, Jr.  
County Administrator  
York County, VA  
Date: 8/13/24

  
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JOHN M. MONTAGNET  
CAPT, USN  
Director-Operations and Public Safety  
Date: 23 Jun 24

Approved as to form:  
  
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County Attorney