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13 September 2023



Jacob P. Stroman
City Attorney, City of Charlottesville
605 East Main Street
Charlottesville, VA 22902

VIA POST

Re: Mutual Aid Agreement, Fire and EMS

Dear Mr. Stroman:

Please find enclosed the original Mutual Aid Agreement between the City and the County for firefighting and emergency medical services. The Albemarle County Board of Supervisors approved this Agreement on 6 September 2023 and authorized County Executive Jeffrey B. Richardson to sign, as he has done. I have also included a certified resolution of that Board action for your convenience.

I understood from your 25 August 2023 letter that you will present this Agreement to your Council. If the City Council approves the Agreement, please provide a copy of their action at your convenience.

Thank you for your assistance. We appreciate your good work on this Agreement.

Very truly yours,

Amanda E. B. Farley
Senior Assistant County Attorney

ENCLOSURES

MUTUAL AID AGREEMENT
between
CITY OF CHARLOTTESVILLE
and
COUNTY OF ALBEMARLE

THIS MUTUAL AID AGREEMENT (“Agreement”) is entered into this ___ day of _____, 2023, by the City of Charlottesville, Virginia, a municipal corporation and body politic, and the County of Albemarle, Virginia, a political subdivision of the Commonwealth of Virginia (collectively, “the Parties”).

WHEREAS, each Party hereto maintains equipment and personnel for the response and mitigation of emergency incidents 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 available in their respective jurisdictions, and

WHEREAS, Virginia Code §§ 27-1, 27-2, 32.1-111.4:4, and 32.1-111.4:5 authorize local governing bodies to send and agree to send their firefighters and emergency medical services personnel beyond their territorial limits to render aid in the cases of actual or potential emergencies; and

WHEREAS, the lands comprising the Parties’ respective jurisdictions are adjacent or contiguous such that the rendering of mutual assistance between the Parties in response to emergency incidents is feasible and advisable; and

WHEREAS, it is deemed to be mutually beneficial to both parties to enter into this Agreement to memorialize their willingness and ability to render assistance to preserve public safety and to prevent the loss of life and property within their respective communities, and

WHEREAS, the respective jurisdictions will benefit from such mutual aid regarding the provision of firefighting and emergency medical services by the Parties; and

WHEREAS, the Parties desire that the terms and conditions of provision of services be established.

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived by the Parties from this Agreement, the Parties agree to the following:

1. A Battalion Chief or a designee of a Fire Department of either Party to this Agreement may request assistance under the terms of this Agreement from the other Party's Fire Department whenever such request is deemed necessary.
2. The Parties will endeavor to provide each other firefighting and emergency medical services, along with disaster response assistance, to include use of available emergency shelters, within their respective capabilities available at the time a request for service is made.
3. The requesting and rendering of mutual aid assistance between the Parties under the terms of this Agreement shall be accomplished in accordance with the Memorandum of Understanding (MOU), to be entered into by the City and County fire and rescue Chiefs and which, upon execution, shall be incorporated herein. The MOU will provide additional information as to the mutual understanding of the parties regarding the provision of mutual aid services between the Parties.
4. The Parties agree that the Deputy Chiefs of Operations or designee of each Party's Fire Department shall work together to implement such plans and procedures and to amend such procedures from time to time as operational necessity requires to achieve the purposes of this Agreement.
5. Nothing in this Agreement shall be intended, interpreted, or construed to compel or require either Party to respond to a request for service from the other Party when the services of the Party to whom the request is being made are already needed or are in use at the time the request is made, nor shall any such request compel or require the Party to whom the request was made to continue to provide mutual aid services to the other Party when its resources are needed to meet its own responsibilities.
6. The rendering of assistance under the terms and conditions of this Agreement shall not be mandatory. The Party receiving a request for assistance shall endeavor to immediately inform the requesting Party whether the requested assistance can or cannot be provided. If such services can be provided, the receiving Party shall inform the requesting Party of the nature and quantity of assistance available to be dispatched.

7. Neither Party shall hold the other Party liable or at fault for failing to respond to any request for assistance or for a failure to respond in a timely manner or for a failure to respond with the optimum equipment or personnel, it being the understanding of the Parties that the Parties are primarily and ultimately responsible for the provision of fire suppression and other emergency response services needed in their respective jurisdictions. Nothing in this Agreement shall be construed to require either Party to provide automatic aid to the other Party except to the extent such automatic aid is expressly enumerated in the Operational Plan Memorandum attached and incorporated herein.
8. If services are provided pursuant to this Agreement, the acts performed for such purpose by such firefighters and/or emergency medical services personnel and the expenditures made for such purpose by the County or City shall be deemed conclusively to be for a public and governmental purpose, and all of the immunities from liability enjoyed by the County or City when acting through its firefighters and/or emergency medical services personnel for a public or governmental purpose within its territorial limits shall be enjoyed by it to the same extent as when the County or City is so acting, under this Agreement or under other lawful authority, beyond its territorial limits.
9. Neither Party shall be liable to the other for any loss, damage, personal injury, or death, including claims of contribution or indemnity, resulting from the provision of mutual aid services pursuant to this Agreement, including but not limited to acts or omissions which occur (1) during joint emergency response activities or (2) while in transit to or from an emergency response scene.
10. The firefighters and/or emergency medical services personnel of the County or City, when acting pursuant to this Agreement or under other lawful authority, beyond the territorial limits of the County or City, shall have all the immunities from liability and exemptions from laws, ordinances, and regulations, and shall have all of the pension, relief, disability, workers' compensation, and other benefits, enjoyed by them while performing their respective duties within the territorial limits of their respective localities.

11. Each Party shall be responsible for its own personnel, including expenses related to salary, benefits, and workers' compensation and other claims. When a Party responds to a request for assistance pursuant to this Agreement, its personnel shall not become employees of the Party making such request for purposes of the Workers' Compensation Act, or for any other purpose.
12. The Parties agree that it is their shared intention to provide mutual aid services in a manner that is fair and balanced and not disproportionately burdensome to either Party. Accordingly:
 - (1) Neither Party shall be obligated to reimburse the other Party for costs incurred in the provision of mutual aid services requested and provided between the Parties; and
 - (2) Approximately six (6) months following the effective date of this Agreement, the Parties shall meet and confer to review data regarding the provision of mutual aid services between the Parties during the preceding six (6) month period; and
 - (3) If, upon review of the relevant data, it is determined by the Parties that the provision of mutual aid services during the preceding six (6) month period was disproportionately burdensome, the Parties agree to endeavor in good faith to adjust the terms and procedures described in the MOU; and
 - (4) Approximately one year following the effective date of this Agreement, the Parties shall meet and confer to review data regarding the provision of mutual aid services between the Parties during the preceding year, including the initial six (6) month period. If it is determined by the Parties that the provision of mutual aid services was disproportionately burdensome, the Parties agree to endeavor in good faith to adjust the terms and procedures described in the MOU to arrive at a more balanced outcome.
13. Notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement is intended or shall be construed to require either Party to indemnify or save or hold harmless the other Party, including its officers, agents, and

employees, from any liability for any act or omission occurring during or in connection with the performance of this Agreement.

14. Nothing contained in this Agreement shall confer any right upon any person other than the Parties to this Agreement. This Agreement is entered into solely for the benefit of the Parties named in this Agreement.
15. This Agreement supersedes any previous mutual aid agreements or contracts for the provision of firefighting and emergency medical services between the Parties.
16. This Agreement shall be in effect until terminated and may be terminated at any time by either Party by giving thirty (30) days' written notice to the other Party.
17. The Agreement may be amended in writing, signed by an authorized representative of each Party, at any time. If amended, this Agreement shall remain valid in its entirety except as to, and consistent with, those portions that are affected by the amendment.
18. This Agreement is for use by the Parties to address the occasional need for additional resources, including personnel and equipment. In the event of a local or other emergency declared pursuant to applicable laws, including Title 44 of the Virginia Code, procedures shall be used which conform to requirements of those laws and related regulations and funding requirements.
19. Any legal notice required by this Agreement shall be deemed effective if given by registered mail or delivery service, to the names and at the addresses given below, provided that change of address shall be effective if given in accordance with this paragraph.


City of Charlottesville: City Manager
Charlottesville City
605 E Main Street
Charlottesville, Virginia 22902
(434) 970-3101; Fax (434) 970-3890

County of Albemarle: County Executive
Albemarle County
401 McIntire Road
Charlottesville, Virginia 22902
(434) 296-5841; Fax (434) 296-5800

The signatures of the authorized representatives of the Parties are set out below in acknowledgement of this Agreement.

CITY OF CHARLOTTESVILLE

Approved as to form:




City Attorney

By:  (SEAL)

Name: Samuel Sanders Jr
Title: City Manager

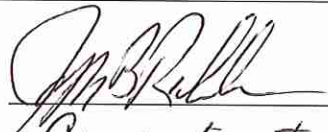
COUNTY OF ALBEMARLE

Approved as to form:



Sr. Ass^t County Attorney

By: _____ (SEAL)

Name:  Jeffrey B. Richardson
Title: County Executive

**RESOLUTION TO APPROVE THE ALBEMARLE COUNTY
FIRE AND RESCUE
MUTUAL AID AGREEMENT BETWEEN THE COUNTY OF ALBEMARLE
AND THE CITY OF CHARLOTTESVILLE**

WHEREAS, the Board finds it is in the best interest of the County of Albemarle to enter into a Mutual Aid Agreement with the City of Charlottesville to continue the fire and rescue assistance provided between the County of Albemarle and the City of Charlottesville.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Albemarle County, Virginia hereby approves the Mutual Aid Agreement between the County of Albemarle and the City of Charlottesville and authorizes the County Executive to execute the Agreement on behalf of the County once it is approved as to form and substance by the County Attorney.

I, Claudette K. Borgersen, do hereby certify that the foregoing writing is a true, correct copy of a Resolution duly adopted by the Board of Supervisors of Albemarle County, Virginia, by a vote of five to zero, as recorded below, at a regular meeting held on September 6, 2023.


Clerk, Board of County Supervisors

	<u>Aye</u>	<u>Nay</u>
Mr. Andrews	<u>Y</u>	___
Mr. Gallaway	<u>Y</u>	___
Ms. LaPisto-Kirtley	<u>Y</u>	___
Ms. Mallek	<u>Y</u>	___
Ms. McKeel	<u>Absent</u>	___
Ms. Price	<u>Y</u>	___