

AGREEMENT FOR MUTUAL AID FIRE AND RESCUE SERVICES
Between
York County, Virginia
and
James City County, Virginia

This agreement is made and entered into this 27th day of May, 2004 between the County of James City, and the County of York, political subdivisions of the Commonwealth of Virginia (COUNTIES).

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 agreement by Section 27-1 and 27-3, Code of Virginia, 1950, as amended.

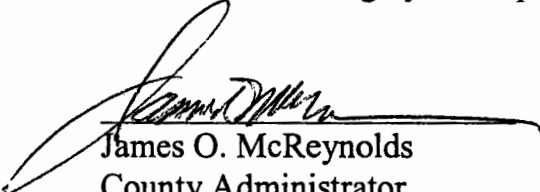
NOW, THEREFORE, it is mutually agreed as follows:

- a. On request to a representative of James City County Fire Department by a representative of the York County Department of Fire and Life Safety, equipment and personnel of the James City County Fire Department will be dispatched, when available, to any point within the area for which York County Department of Fire and Life Safety normally provides services as designated by the representative of York County.
- b. On request to a representative of the York County Department of Fire and Life Safety by a representative of James City County Fire Department, equipment and personnel of the York County Department of Fire and Life Safety will be dispatched, when available, to any point within the jurisdiction of James City County, Virginia as designated by the representative of the James City County.

- c. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting department if, for any reason, assistance cannot be rendered.
- d. Any dispatch of equipment and personnel 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 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 a representative of the responding organization.
 - (2) The personnel of the responding organization shall report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and shall be subject to the orders of that official.
 - (3) The personnel and equipment of the responding organization shall be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides services.
 - (4) Responses and/or services shall be provided as determined at the time of need and/or as pre-arranged for certain response areas (automatic responses).
- e. Each party waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this agreement.

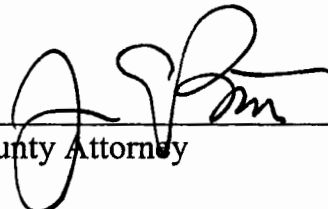
- f. To the extent allowed by law, each party agrees to indemnify and save harmless the other party from all claims by third parties for property damage or personal injury which may arise out of the activities of the other party outside of its jurisdiction when responding under this agreement.
- g. All personnel of the parties when acting pursuant to this agreement beyond their respective jurisdiction, shall have all 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. Each party agrees that all pension, relief, workers' compensation and other benefits shall remain the responsibility of the employing party.
- h. All equipment used by the York County Department of Fire and Life Safety in carrying out this agreement will, at the time of action hereunder, be owned by it; and all personnel acting for the York County Department of Fire and Life Safety under this agreement will, at the time of such action, be employees or volunteer members of the York County Department of Fire and Life Safety.
- i. All equipment used by the James City County Fire Department in carrying out this agreement will, at the time of action hereunder, be owned by it; and all personnel acting for the James City County Fire Department under this agreement will, at the time of such action, be employees or volunteer members of the James City County Fire Department.

This agreement rescinds and supersedes all previous written agreements and oral understandings relating to the provision of mutual aid and rescue services between the parties. This agreement shall remain in effect until superceded, amended or rescinded in writing by either party.


James O. McReynolds
County Administrator
County of York

Sanford B. Wanner
County Administrator
County of James City

APPROVED AS TO FORM:



County Attorney

County Attorney