

RESOLUTION NO. 11654-08

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN AGREEMENT FOR MUTUAL AID FOR FIRE AND RESCUE AND EMERGENCY MEDICAL SERVICES BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND THE CITY OF WILLIAMSBURG, VIRGINIA, DATED THE 8TH DAY OF JULY, 2008.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newport News:

1. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain Agreement for Mutual Aid for Fire and Rescue and Emergency Medical Services by and between the City of Newport News, Virginia, and the City of Williamsburg, Virginia, dated the 8th day of July, 2008.

2. That a copy of the said Agreement is attached hereto and made a part hereof.

PASSED BY THE COUNCIL OF THE CITY OF NEWPORT NEWS ON JULY 8, 2008

Mabel V. Washington, CMC
City Clerk

Joe S. Frank
Mayor

A true copy, teste:

City Clerk

**AGREEMENT FOR MUTUAL AID FOR FIRE AND RESCUE
AND EMERGENCY MEDICAL SERVICES**

**Between
The City of Newport News, Virginia
and
The City of Williamsburg, Virginia**

This agreement is made and entered into this 8th day of July, 2008, between the City of Newport News, a municipal corporation of the Commonwealth of Virginia, and the City of Williamsburg, a municipal corporation of the Commonwealth of Virginia.

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 pursuant to Chapter 1 of Title 27, and Section 44-146.20, Code of Virginia, 1950, as amended.

NOW, THEREFORE, it is mutually agreed as follows:

- a. On request to a representative of the Newport News Fire Department by a representative of the Williamsburg Fire Department, equipment and personnel of the Newport News Fire Department will be dispatched, when available, to any point within the area for which the City of Williamsburg normally provides services as designated by the representative of the Williamsburg Fire Department. "Representative" as used in this agreement shall mean the Officer-in-Charge of the department at the time that requests for assistance are made under this agreement, and may include the fire chief, the deputy or assistant fire chief or other employee who is directly in charge of the department's fire fighting and EMS operations at the time the request is made or received.
- b. On request to a representative of the Williamsburg Fire Department by a representative of the Newport News Fire Department, equipment and personnel of the Williamsburg Fire Department will be dispatched, when available, to any point within the area for

which the City of Newport News normally provides services, as designated by the representative of the Newport News Fire Department.

- c. The rendering of assistance under the terms of this Agreement shall not be mandatory, but the party receiving the request for assistance shall immediately inform the requesting organization 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. However, in matters involving health and safety issues, the chain of command of the affected organization shall exercise final decision-making authority for its own personnel.
 - (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 the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.
- f. 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 outside their respective jurisdictions. Each party agrees that it shall be responsible for the provision of all such benefits for its own personnel.

- g. All equipment used by the Williamsburg Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned by the City of Williamsburg; and all personnel acting for the City of Williamsburg under this Agreement will, at the time of such action, be employees or volunteer members of the City of Williamsburg.
- h. All equipment used by the Newport News Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned by the City of Newport News; and all personnel acting for the Newport News Fire Department under this Agreement will, at the time of such action, be employees or volunteer members of City of Newport News.
- i. This Agreement rescinds and supercedes all previous written agreements and oral understandings relating to the provision of mutual aid for fire and rescue and emergency medical services between the parties.
- j. This Agreement may be amended by mutual written agreement of the parties. Any amendment may be agreed upon by the City Managers, after review by the City Attorneys, respectively.
- k. Either party may withdraw from this Agreement by giving thirty (30) days written notice to that effect to the other party.

This agreement shall remain in effect until superseded, amended, or rescinded by either party in writing, or upon the withdrawal of either party as provided above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, the official seal of each party affixed hereto and attested by their respective City clerks.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

CITY OF NEWPORT NEWS, VIRGINIA

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney

CITY OF WILLIAMSBURG, VIRGINIA

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney