

INTRODUCED: December 14, 2020

AN ORDINANCE No. 2020-272

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute an Agreement for Mutual Aid Fire and Rescue Services Among Designated Localities in Central Virginia between the City of Richmond, Virginia, and certain localities within the Commonwealth of Virginia and certain entities for the purpose of establishing cooperation between the City's Department of Fire and Emergency Services and the fire and rescue departments and agencies of certain localities and certain entities in the furnishing of certain fire and rescue services.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: FEB 8 2021 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

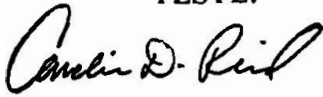
§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute an Agreement for Mutual Aid Fire and Rescue Services Among Designated Localities in Central Virginia between the City of Richmond, Virginia, and the City of Colonial Heights, Virginia; City of Hopewell, Virginia; City of Petersburg, Virginia; County of Amelia, Virginia; County of Caroline, Virginia; County of Charles City, Virginia;

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: FEB 8 2021 REJECTED: _____ STRICKEN: _____

County of Chesterfield, Virginia; County of Cumberland, Virginia; County of Dinwiddie, Virginia; County of Goochland, Virginia; County of Hanover, Virginia; County of Henrico, Virginia; County of King and Queen, Virginia; County of King William, Virginia; County of New Kent, Virginia; County of Powhatan, Virginia; County of Prince George, Virginia; County of Sussex, Virginia; the Richmond Ambulance Authority; the Capital Region Air Commission; the Defense Supply Center; Fort A.P. Hill; and Fort Lee, for the purpose of establishing cooperation between the City's Department of Fire and Emergency Services and the fire and rescue departments and agencies of the foregoing designated localities and entities in the furnishing of certain fire and rescue services. The Agreement for Mutual Aid Fire and Rescue Services Among Designated Localities in Central Virginia shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

§ 2. This ordinance shall be in force and effect upon adoption.

A TRUE COPY:
TESTE:

City Clerk

RECEIVED

By Barbara Fore at 3:22 pm, Nov 20, 2020

RECEIVED

By Barbara Fore at 2:51 pm, Dec 04, 2020



CITY OF RICHMOND

INTRACITY CORRESPONDENCE

O & R REQUEST

2020-183
NOV 19 2020

Office of the
Chief Administrative Officer

O&R REQUEST

DATE: September 25, 2020

EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: Lenora Reid, Acting Chief Administrative Officer

THROUGH: John Wack, Director of Finance

THROUGH: Jay Brown, Director of Budget and Strategic Planning

FROM: Chief Melvin Carter, Fire Chief

RE: Regional Mutual Aid Agreement

ORD. OR RES. No. _____

PURPOSE: To authorize the Acting Chief Administrative Officer to execute a mutual aid agreement between the City of Richmond Department of Fire and Emergency Services and the cities of Colonial Heights, Hopewell, and Petersburg, the counties of Amelia, Caroline, Charles City, Chesterfield, Cumberland, Dinwiddie, Goochland, Hanover, Henrico, King and Queen, King William, New Kent, Powhatan, Prince George, and Sussex, the Richmond Ambulance Authority, the Capital Regional Air Commission, the Defense Supply Center, Fort A. P. Hill, and Fort Lee. This Mutual Aid Agreement permits the automatic dispatch and response of requested resources without consideration of entity boundaries. This agreement serves as a basic contract between or among neighboring fire jurisdictions across the Commonwealth of Virginia when time is of the essence to save lives, prevent human suffering, or mitigate property damage during an emergency incident.

REASON: The parties hereto desire to secure to each other the benefits of mutual aid in situations involving fire and rescue services.

RECOMMENDATION: The City Administration recommends adoption of this Ordinance.

BACKGROUND: This Mutual Aid Agreement was issued with the full support of the localities and organizations highlighted above in support of staff and equipment requirements needed to undergird this agreement.

FISCAL IMPACT / COST: If the performance of services exceeds twelve hours, the requesting department/agency receiving such services agrees to reimburse the requested responding department/agency for the entire replacement cost of specialized extinguishing agents, materials, and/or other expendable consumer supplies not covered in standing agreements, which are used by the requested responding department/agency in providing firefighting, emergency-rescue, or other disaster services within the requesting department/agency's jurisdiction.

FISCAL IMPLICATIONS: All services provided by a party under this Agreement shall be performed without monetary compensation for the first twelve hours of service. Acceptance of this Mutual Aid Agreement will allow the City of Richmond Department of Fire and Emergency Services to further its goal of providing fire suppression services to neighboring locations on an as-needed-basis for the duration of the agreement.

BUDGET AMENDMENT NECESSARY: No

REVENUE TO CITY: None

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: December 14, 2020

CITY COUNCIL PUBLIC HEARING DATE: January 11, 2021

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: Public Safety

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: N/A

AFFECTED AGENCIES: The Department of Finance, the Department of Budget and Strategic Planning and the City of Richmond Department of Fire and Emergency Services

RELATIONSHIP TO EXISTING ORD. OR RES.:

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: Regional Mutual Aid Agreement

STAFF: Fire Chief Melvin Carter, 804-646-5451

**AGREEMENT FOR MUTUAL AID FIRE AND RESCUE SERVICES
Among Designated Localities in Central Virginia**

This Agreement is made and entered into this _____ day of _____, 2020, by and among the cities of Colonial Heights, Hopewell, Petersburg and Richmond, the counties of Amelia, Caroline, Charles City, Chesterfield, Cumberland, Dinwiddie, Goochland, Hanover, Henrico, King and Queen, King William, New Kent, Powhatan, Prince George, and Sussex, the Richmond Ambulance Authority, the Capital Regional Air Commission, the Defense Supply Center, Fort A. P. Hill, and Fort Lee, all within the Commonwealth of Virginia, if executed on the appropriate page (page 4) of this Agreement.

WHEREAS, the fire and rescue departments/agencies of the parties hereto perform fire and rescue services within their specified service areas and territories in the Central Virginia region 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 (including emergency medical services); and

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

NOW, THEREFORE, it is mutually agreed as follows:

A. When one of the parties to this Agreement requests aid for a situation within its service area involving fire and rescue (including emergency medical) services from another party to this Agreement, that requested party may dispatch, when available, the requested equipment and personnel to aid in the situation. Requests for aid may be made and received directly by and from the representatives of the fire and rescue service departments/agencies for the parties to this Agreement.

The rendering of assistance under the terms of this Agreement shall not be mandatory, but the party receiving the request for aid shall immediately inform the requesting department/agency if, for any reason, assistance cannot be rendered.

B. 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 the number of personnel to be furnished shall be determined by a representative of the requested responding department/agency.

(2) The personnel of the requested responding department/agency shall report to the officer in charge of the requesting department/agency at the location to which the equipment is dispatched, and shall be subject to the orders and direction of that official.

However, the requested responding agency reserves the right to follow its own safety guidelines while complying with incident objectives. Personnel of the requested responding agency shall continue to be subject to the applicable rules of conduct, regulations, and policies of their own jurisdiction while acting pursuant to this Agreement.

(3) The personnel and equipment of the requested responding department/agency shall be released by the requesting department/agency when the services of the requested responding department/agency are no longer required or when the requested responding department/agency 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 (i.e. automatic responses).

C. Each party to this Agreement waives any and all claims against all the other parties which may arise out of the parties' actions outside of their respective jurisdictions under this Agreement.

Nothing in this Agreement is intended or shall be construed to require any party to indemnify and save harmless the other parties to this Agreement from claims by third parties for property damage or personal injury which may arise out of the activities of the other parties.

D. All equipment used by the requested responding department/agency in carrying out this Agreement shall, at the time of action hereunder, be owned by the requested responding department/agency; and all personnel acting for the requested responding fire and rescue department/agency under this Agreement shall, at the time of such action, be employees or volunteer members of the requested responding department/agency.

E. 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 as when such party is so acting, under this Agreement, beyond its territorial limits.

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 of the immunities from liability and exemptions from laws, ordinances and regulations, enjoyed by them while performing their respective duties within the territorial limits of their jurisdictions.

F. All services provided by a party under this Agreement shall be performed without monetary compensation for the first twelve hours of service. If the performance of services exceeds twelve hours, the requesting department/agency receiving such services agrees to reimburse the requested responding department/agency for the entire replacement cost of specialized extinguishing agents, materials, and/or other expendable consumer supplies not covered in standing agreements, which are used by the requested responding department/agency in providing firefighting, emergency-rescue, or other disaster services within the requesting department/agency's jurisdiction.

G. All salaries, pensions, health insurance, disability protection, worker's compensation, death benefits, and other benefits provided to employees of the parties to this Agreement, as well as to all volunteer members who respond, shall apply to the services performed by those employees or volunteer members under this Agreement outside their respective jurisdictions.

H. 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.

This Agreement is not intended to rescind or supersede any automatic mutual aid agreements or financial agreements for fire and rescue and emergency medical services between and among the parties.

I. 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. Any notice shall be effective if given by registered or certified mail, return receipt requested, or by other receipted delivery.

This Agreement 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 remaining parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

CITY/COUNTY OF

By: _____

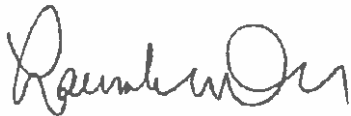
Address for Notice:

Contents Approved:

Fire Rescue

Form & Correctness Approved:

Approved as to form

A handwritten signature in black ink, appearing to read "Randy W. Orin".