



Chesterfield County, Virginia Fire & EMS

6731 Mimms Loop - P.O. Box 40 - Chesterfield, VA 23832
Phone: (804) 748-1360 - Fax: (804) 751-9022 - Internet: chesterfield.gov



Edward L. Senter Jr.
Chief

October 17, 2013



Mrs. Patricia Weiler, County Administrator
Powhatan County Administration
3834 Old Buckingham Road
Powhatan, VA 23139

Mrs. Weiler:

Enclosed please find two copies of our Mutual and Automatic Aid agreement for your signature. Our County Administrator, James J. L. Stegmaier has signed both copies. I originally had planned to bring them up there personally, but have been quite busy over the last several weeks. Please accept my apologies for the delay in getting the enclosed to you. **Following your signature, please notify me by email or contact me at my office and I will stop by and pick up one signed copy.**

I appreciate all of the time and effort that has helped bring this agreement to a successful completion. Based on the data in our system, last year was a very balanced year with both localities receiving aid as often as they provided it. As a matter of fact, the first EMS call in August, 2012, involved a response to the Independence Golf Course (Midlothian, VA) where a patron suffered a cardiac arrest. This gentleman was successfully revived and ultimately was able to attend our annual awards ceremony which took place last week.

If you have any questions regarding this, please feel free to call me.

Sincerely,

Deputy Chief Mark D. Sacra
Emergency Operations Division
Chesterfield Fire and Emergency Medical Services
Office: 804.768.7516
sacram@chesterfield.gov

MDS:er

**FIRE AND EMERGENCY SERVICES AUTOMATIC AND MUTUAL AID
AGREEMENT BETWEEN
POWHATAN COUNTY AND COUNTY OF CHESTERFIELD**

Reference:

§§ 44-146.19 and 44-146.20 and §§ 27-1, 27-3, and 27-3.1 of the Code of Virginia, 1950 as amended.

Background:

This Agreement is made by and between the COUNTY OF CHESTERFIELD (Chesterfield), a political subdivision of the Commonwealth of Virginia, and the COUNTY OF POWHATAN (Powhatan), a political subdivision of the Commonwealth of Virginia (collectively known as the "Parties").

This Agreement shall serve as the understanding between the Parties for automatic and mutual aid fire protection and emergency services. Each of the Parties provides, has, or maintains fire and emergency services to include equipment and personnel for use in response to emergencies involving facilities, structures, transportation equipment, hazardous materials, and both natural and man-made disasters (including acts of terrorism). The Parties also provide basic and advanced life support and emergency medical services as appropriate and non-emergency responses to requests through paid and/or volunteer companies within their jurisdictions.

It has been determined that the provision of fire and EMS services across jurisdictional lines in emergencies, and disasters will increase the ability of the Parties to preserve the health, safety, and welfare of the citizens of the Parties. It has been deemed to be mutually beneficial to the Parties to enter into this agreement concerning automatic response for interjurisdictional firefighting aid for structural fires, medical emergencies and related responses within a defined area and for mutual aid for emergency rescue and disaster services between the two jurisdictions. The lands or districts of the Parties hereto are adjacent or contiguous so that mutual assistance in an emergency situation is deemed feasible, desirable, and beneficial for the Parties to this Agreement to render assistance to one another in accordance with these terms.

Definitions:

1. Automatic response- The response of resources from one jurisdiction to another within a defined area, and considered part of the initial response to the incident. Personnel and resource types are pre-determined and dispatched in accordance with established procedures.
2. Mutual Aid response- The response of resources from one jurisdiction to another that results from a special request due to the resources of the requesting jurisdiction being unavailable, or insufficient to bring the incident under control. This request is incident specific and must include the number and types of resources that are needed.

Action(s):

1. Each party will provide emergency response apparatus, equipment and personnel commensurate with the scope of the emergency involved and to the extent of availability of its resources.
2. The Parties will each endeavor to provide automatic response and mutual aid response to each other within the terms of this agreement.
3. The Fire Chiefs of the respective Parties, in cooperation with the Chief of the Powhatan Rescue Squad as appropriate, will formulate detailed response plans, to include automatic dispatching of mutual aid resources on first alarms, where appropriate.
4. The Parties shall also establish procedures which give timely notification to each other of the occurrence of a structural fire or other emergency, and the need for mutual aid from firefighting, emergency rescue, emergency medical services, or the disaster services. The requesting party should specify the number and type of resources needed, and the providing party shall determine how many resources can respond.
5. The Parties shall review response data on an annual basis and in the event that the number of responses by one party exceeds the number of responses by the other party by an amount of 10% or greater, the Parties may agree to redefine the response area or the types of incidents to which response will occur.
6. Nothing in this Agreement shall be construed as compelling any party to respond to a structural fire or related emergency in the other jurisdiction when the personnel or apparatus of the requested party are being used within the boundaries of that jurisdiction, nor shall any such request compel the requested party to continue to provide firefighting services support in another jurisdiction when its equipment or personnel are, in the opinion of the requested party, needed for good reason within the boundaries of its jurisdiction.
7. The rendering of assistance under the terms of this Agreement is mandatory to the extent apparatus and personnel are available; however, the party receiving the request for assistance shall immediately inform the requesting service if assistance cannot be rendered.
8. Each party waives all claims against the other for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.
9. All personnel responding to incidents within either jurisdiction will operate within the Incident Management System and report to the incident commander (I.C.). If there is no established I.C., the officer of the first-arriving unit will assume command of the incident until properly relieved.

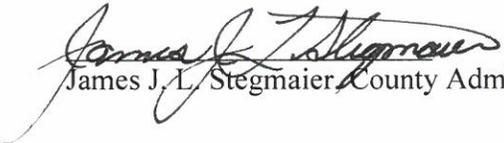
10. No party shall be liable to another party for any loss, damage, personal injury or death to any personnel resulting from the performance of official duty in accordance with this Agreement, whether such loss, damage, injury or death shall occur within or without the jurisdictional boundaries of Chesterfield or Powhatan.
11. The services performed and expenditures made under this Agreement shall be deemed for public and governmental purposes and all immunities from liability enjoyed by the party within its boundaries shall extend to its participation in rendering firefighting, emergency rescue, or other disaster assistance outside its boundaries. It is understood that for the purposes of the Agreement, the requested party is rendering aid once it has entered the jurisdiction boundaries of the party receiving assistance.
12. The Parties agree to reimburse the other for the replacement cost of specialized agents and materials, such as foam, light water, etc., or other expendable consumer supplies, which are used by the other party in providing firefighting, emergency rescue or other disaster services within the requesting party's jurisdiction.
13. All pension, relief, disability, worker's compensation and other benefits enjoyed by employees of either Chesterfield, Powhatan, and all volunteer members who might respond shall extend to the services performed under this Agreement outside their respective jurisdictions.
14. Chesterfield and Powhatan recognize that each is fully capable of providing independent services to serve adequately their respective political subdivisions.
15. This Agreement supersedes any and all mutual aid or other related agreements for fire and rescue service between the Parties.
16. **Notice and correspondence:** shall be made in writing to:
Powhatan County:
Powhatan Fire Department
3910C Old Buckingham Road
Powhatan, VA 23139

County of Chesterfield:
Chesterfield Fire and Emergency Medical Services
Chesterfield County Government Offices
P.O. Box 40
Chesterfield, VA 23832-0040

Effective Date: This Agreement shall be effective for a period of five years upon execution by both Parties. Attachment A to this Agreement shall be reviewed annually and may be modified as the parties determine to be in the best interest of each County; any such modifications must have the signature of the County Administrators of the respective County.

Alteration or Termination of Agreement: Notification of the intention of either party to alter or terminate this Agreement prior to the five year review date will be in the form of a written submission to the other party at least 90 days in advance of the proposed date of alteration or termination.

CHESTERFIELD COUNTY

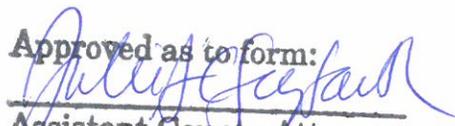

James J. L. Stegmaier, County Administrator

9-24-13
Date

POWHATAN COUNTY


Patricia A. Weiler, County Administrator

10/24/2013
Date

Approved as to form:

Assistant County Attorney

ATTACHMENT A

POWHATAN AND CHESTERFIELD AUTOMATIC RESPONSE DETAILS

A. Chesterfield County Automatic Response to EMS alarms in Powhatan County

SERVICE TO BE DELIVERED:

Chesterfield County agrees to provide an Advanced Life Support EMS response to the geographic area generally described as follows:

In Powhatan County, east of Route 288, accessible from Huguenot Trail and Winterfield Road. This includes the Powhatan County side of Founder's Bridge Subdivision.

PROCEDURES:

1. When Powhatan Emergency Communications receives an appropriate EMS request for service in the agreement area, they will notify Chesterfield Emergency Communications by calling (804) 748-6240. Powhatan County will provide the address and call type. Appropriate EMS call types will be agreed upon by the parties.
2. Chesterfield ECC shall determine whether a unit is available in one of the following locations:
 - a. Midlothian Fire and EMS Station
 - b. Robious Fire and EMS Station
 - c. Swift Creek Fire and EMS Station
 - d. Courthouse Road Fire and EMS Station
 - e. Forest View Rescue Squad Station #2- Grove Road
3. If there is an ALS transport unit in one of these facilities, it will be dispatched. If appropriate, a closer engine will also be dispatched.
4. If there is only a BLS transport unit in one of these facilities, the closest ALS engine will be dispatched as well.
5. If there is no transport unit in one of the above locations, the closest engine will be dispatched and Powhatan will be asked to dispatch a transport unit. If they do not have one available, Chesterfield will dispatch the closest transport unit from:
 - a. Buford Road Fire and EMS Station
 - b. Forest View Rescue Squad Station 3 – Buford Court
 - c. Manchester Rescue Squad/Engine 24
 - d. Clover Hill Fire and EMS Station
6. If there is no resource in one of these locations, Powhatan will be notified and will be responsible for dispatching their resources to the call.

B. Chesterfield County Automatic Fire Response to Powhatan County

SERVICE TO BE DELIVERED:

Chesterfield County agrees to provide a single engine response to structural fires to the area generally described as:

Huguenot Springs Road

West County Line Road

Huguenot Trail (S.R. 711) from the County line to Route 288.

Powhatan County side of Founders Bridge Subdivision

Anderson Highway (S.R. 60) to Stavemill Road intersection

Chesterfield County agrees to provide a single engine resource for any vehicle accident or vehicle fire in the areas generally described as:

Route 288 between Midlothian Turnpike and Huguenot Trail (North or South bound)

PROCEDURE:

1. When Powhatan Emergency Communications receives a appropriate call for service in the defined area, they will notify Chesterfield Emergency Communications by calling (804) 748- 6240.
2. Chesterfield Emergency Communications will dispatch the appropriate resource from Stations 5, 4, or 16 to assist in the call.
3. On all joint responses for fire or EMS alarms, the Chesterfield Emergency Communications Center will establish a crosspatch between a designated Chesterfield Tac channel and FR D2 on Powhatan's Radio System. Powhatan will instruct all Powhatan units responding to switch to Powhatan FR D2. All joint responses and operations between the agencies will be conducted via Chesterfield County's 800 MHz radio system on tactical channels assigned per operational procedures.

C. Powhatan County Automatic Fire Response to Chesterfield County

SERVICE TO BE DELIVERED:

Powhatan County agrees to provide a single engine response to structural fires in the area generally described as:

Chesterfield County side of Founders Bridge Subdivision
Robious Road (S.R. 711) from the County line to East Brigstock Road
Huguenot Springs Road

Powhatan County agrees to provide a tanker and an engine (Powhatan option) resource for any structural fire located in the areas generally described as:

Genito Road from the County line to Otterdale Road
Otterdale Road from Watkins Center Parkway to Duval Road
Moseley Road
Old Hundred Road from Midlothian Turnpike to Creek Point Circle
Mount Herman Road
County Line Road
West County Line Road
Hallsboro Road
Dry Bridge Road
Clayville Road
Watkins Center Parkway from Otterdale Road to the Railroad Tracks

This includes smaller streets off of these major roads

Powhatan County agrees to provide a single engine or tanker resource for any vehicle accident or vehicle fire in the areas generally described as:

Route 288 between Midlothian Turnpike and Huguenot Trail (North or South bound)

PROCEDURE:

1. When Chesterfield Emergency Communications receives an appropriate call for service in the defined area, they will notify Powhatan Emergency Communications by calling 804-598-5674.
2. Powhatan Emergency Communications will dispatch the appropriate resource from Powhatan Stations 4 or 1 to assist in the call.
3. On all joint responses for fire or EMS alarms, the Chesterfield Emergency Communications Center will establish a crosspatch between a designated Chesterfield Tac channel and FR D2 on Powhatan's Radio System. Powhatan will instruct all Powhatan units responding to switch to Powhatan FR D2. All joint responses and operations between the agencies will be conducted via Chesterfield County's 800 MHz radio system on tactical channels assigned per operational procedures.