



MEMORANDUM

To: Mayor and Members of the City Council

From: Reggie Goodson, Interim City Manager
Chris Carver, Fire Chief

Date: January 10, 2025

Subj: Consideration - Mutual Aid Agreement with Chesapeake Fire Department

BACKGROUND:

Periodically, agreements between fire departments need to be updated to reflect current needs or other concerns that should be addressed. We have had a longstanding agreement with the Chesapeake Fire Department to provide mutual aid in the event assistance is needed beyond either department's capability.

ANALYSIS:

The last mutual aid agreement with the Chesapeake Fire Department was executed in 2014. There are no changes to the updated agreement and it has been reviewed by the city attorney. This agreement is important to our City as the Chesapeake Fire Department has many additional resources that would be crucial in the event of an emergency beyond our capabilities. The City utilized this agreement on September 5, 2020 when the building at MACU collapsed. The Chesapeake Fire Department was on scene in 53 minutes from our initial phone call. They also utilized their agreement with Virginia Beach, which provided additional resources to us. While a highly unlikely scenario, we would also provide them with resources if they requested them. These agreements outline the expectations from the requesting agency and the responding agency prior to any request being made. It also opens up opportunities for training that some departments may not have access to.

STAFF RECOMMENDATION:

By motion, approve the (attached) mutual aid agreement with the Chesapeake Fire Department.

**FIRE AND EMERGENCY MEDICAL SERVICES RESPONSE
MUTUAL AID AGREEMENT**

THIS MUTUAL AID AGREEMENT (the, "Agreement"), made and entered into this ____ day of _____, 2024, by and between the **CITY OF CHESAPEAKE, VIRGINIA** ("Chesapeake"), and **ELIZABETH CITY, NORTH CAROLINA** ("Elizabeth City"), each a "Party," and collectively, the "Parties."

RECITALS

WHEREAS, each of the Parties maintains equipment and personnel for fire suppression and emergency medical response within its own jurisdiction; and

WHEREAS, the Parties desire to augment the fire and emergency medical response capabilities available in their respective areas; and

WHEREAS, the lands or districts of the Parties are adjacent or continuous so that mutual assistance in a fire or medical emergency is deemed feasible; and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the Parties to render assistance to one another in accordance with these terms.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and benefits set forth herein, and for other valuable consideration, the sufficiency of which is acknowledged, the Parties do hereby agree as follow:

1. Mutual Aid. Each Party will endeavor to provide firefighting and emergency medical services that exceed the response capacity of the other and are within the capabilities available at the time the request for such support is made. Said firefighting and emergency medical

services shall be provided by each Party according to its respective governing laws which are incorporated herein by reference.

2. Communications. The Parties agree to facilitate mutual aid operations by sharing communication frequencies and talk-group access to ensure interoperability for effective incident operational readiness. The Parties commit to collaborating on communication protocols and establishing procedures that enable seamless integration of their respective systems to enhance operational efficiency and safety. Each Party shall be responsible for maintaining and updating its communication systems and shall notify the other Party of any changes that may impact interoperability. Both Parties agree to address any technical or operational issues related to their land mobile radio (LMR) communication systems promptly and in good faith to achieve effective mutual aid support.

3. Authorizing Law. Chesapeake is authorized to enter this Agreement pursuant to § 27-2 of the Code of Virginia. Elizabeth City is authorized to enter this Agreement pursuant to North Carolina General Statute § 160A-461. The Parties acknowledge that this Agreement is subject to the provisions of § 27-1 of the Code of Virginia and North Carolina General Statute § 160A-464.

4. Actions by the Assisting Party Upon a Request for Assistance. Whenever it is deemed advisable by the senior officer of a Party to request firefighting and/or emergency medical services assistance under the terms of this Agreement (the "Requesting Party"), he/she is authorized to do so, and the senior officer on duty of the department receiving the request (the "Assisting Party") shall forthwith take the following action:

- a. Immediately determine if apparatus and personnel can be spared to respond to the call; and
- b. Forthwith dispatch such apparatus and personnel as necessary according to

the judgment of the senior officer receiving the call.

c. The rendering of assistance under the terms of this Agreement shall not be mandatory, but the Assisting Party shall immediately inform the Requesting Party if, for any reason, assistance cannot be rendered.

5. Command and Control. The senior officer of the Requesting Party on the scene of an emergency shall assume full charge of the operations. However, when such officer requests that a senior officer of the Assisting Party assume command, he or she may do so. In such event, the senior officer relinquishing command shall not be relieved of his or her responsibility for the operations.

6. Waiver of Claims. Each Party waives any and all claims against the other Party for any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.

7. Indemnification. To the extent permitted by applicable law, and without waiver of sovereign immunity, each Requesting Party agrees to indemnify and save harmless the Assisting Party from all claims by third parties for property damage, personal injury, or death which may arise out of the activities of the Assisting Party outside its respective jurisdiction in furtherance of this Agreement. Nothing in this Agreement shall be construed to waive the defense of sovereign immunity against a third party by either Party. Should either Party operate in the other's jurisdiction under this Agreement, it shall be deemed to be acting for a public and governmental purpose and operating in a governmental capacity and subject only to such liability for injuries as it would be if it were operating within its own locality.

8. No Reimbursement. All services performed under this Agreement shall be rendered without reimbursement of costs to either Party.

9. Joint Training. The officers and personnel of the fire and emergency medical services departments of the Parties are invited and encouraged, on a reciprocal basis, to frequently visit each other's areas for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-emergency planning, inspections, drills, and training.

10. Term, Termination, Modification. This Agreement is effective on the date first listed above and shall remain in full force and effect until suspended, amended, or rescinded by providing thirty (30) days' written notice of its intent to withdraw. Any modifications to this Agreement must be in writing and executed in like manner.

11. Entire Agreement. This Agreement rescinds and supersedes all previous written agreements and oral understandings related to providing mutual aid for fire suppression and emergency medical services between and among the Parties.

[This space intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives the day and year first above written.

CITY OF CHESAPEAKE, VIRGINIA

By: _____

Date: _____

Title: _____

Approved as to form:

Deputy City Attorney

**ELIZABETH CITY,
NORTH CAROLINA**

By: _____

Date: _____

Title: _____

Approved as to form:

City Attorney