

MUTUAL AID AGREEMENT

COUNTY OF LOUISA and COUNTY OF ALBEMARLE

THIS MUTUAL AID AGREEMENT (“the Agreement”) is entered into _____, 2021, by the County of Louisa, a political subdivision of the Commonwealth of Virginia, and the County of Albemarle, a political subdivision of the Commonwealth of Virginia (collectively sometimes “the parties”).

WHEREAS, it is deemed to be mutually beneficial to both parties to enter into this Agreement concerning mutual aid with regard to the provision of firefighting and emergency medical services by the parties; and

WHEREAS, the parties desire that the terms and conditions of provision of services be established.

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived by the parties from this Agreement, the parties agree to the following:

1. The parties will endeavor to provide each other firefighting and emergency medical services, along with disaster response assistance, to include use of available emergency shelters, within their respective capabilities available at the time a request for service is made.
2. Nothing in this Agreement shall be intended, interpreted, or construed to compel or require either party to respond to a request for service from the other party when the services of the party to whom the request is being made are already needed or are in use at the time the request is made, nor shall any such request compel or require the party to whom the request was made to continue to provide service to the other party when its resources are needed to meet its own responsibilities.
3. The parties recognize that they are both fully capable of providing the services which are the subject of this Agreement within their respective boundaries, under normal circumstances, and that this Agreement is for use only in limited circumstances involving extraordinary demands on resources of either party.

4. Neither party shall be liable to the other for any loss, damage, personal injury, or death, including claims of contribution or indemnity, resulting from the performance of this Agreement including but not limited to acts or omissions which occur (1) during joint emergency response activities or (2) while in transit to or from an emergency response scene.
5. Each party shall be responsible for its own personnel, including expenses related to salary, benefits and workers' compensation and other claims. When a party responds to a request for assistance pursuant to this Agreement, its personnel shall not become employees of the party making such request for purposes of the Workers' Compensation Act, or for any other purpose.
6. Neither party shall be obligated to reimburse the other for costs incurred pursuant to this Agreement.
7. Either party requiring assistance pursuant to this Agreement shall make a request to the dispatch center of the other party.
8. Notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement is intended or shall be construed to require either party to indemnify or save or hold harmless the other party, including its officers, agents, and employees, from any liability for any act or omission occurring during or in connection with the performance of this Agreement.
9. Nothing contained in this Agreement shall confer any right upon any person other than the parties to this Agreement. This Agreement is entered into solely for the benefit of the parties named in this Agreement.
10. This Agreement supersedes any previous mutual aid agreements between the parties.
11. This Agreement shall be in effect until terminated. The Agreement may be amended in writing, signed by an authorized representative of each party, and may be terminated at any time by either party giving thirty (30) days written notice to the other party.
12. This Agreement is for use by the parties to address the occasional need for additional resources, including personnel and equipment. In the event of a local or other emergency declared pursuant to applicable laws, including Title 44 of the

Virginia Code, procedures shall be used which conform to requirements of those laws and related regulations and funding requirements.

- 13. Any notice required by this Agreement shall be deemed effective if given by receipted mail or delivery service, to the names and at the addresses given below; provided that change of address shall be effective if given in accordance with this paragraph.

County of Louisa: Chief Administrative Officer
Louisa County
P. O. Box 160
Louisa, Virginia 23093
(540) 967-3491 Fax (540) 967-3498

County of Albemarle: County Executive
Albemarle County
401 McIntire Road
Charlottesville, Virginia 22902
(434) 296-5841 Fax (434) 296-5800

The signatures of the authorized representatives of the parties are set out below in acknowledgement of this Agreement.

COUNTY OF LOUISA

Approved as to form: _____
By: _____(SEAL)
Name: _____
Title: _____

COUNTY OF ALBEMARLE

Approved as to form: _____
By: _____(SEAL)
Name: _____
Title: _____