MUTUAL AID AGREEMENT

I. STATEMENT OF INTENT

It is the intent that this document serve to establish a mutual aid agreement between the Board of Supervisors of Loudoun County (hereinafter referred to as Loudoun County, Virginia) and the Board of Supervisors of Fauquier County (hereinafter referred to as Fauquier County, Virginia).

II. RESOLUTION OF INTENT

This AGREEMENT, made and entered into this 25th. day of September, 1990, by and between the Board of Supervisors of Loudoun County, Virginia; the Fire-Rescue Commission of Loudoun County, parties of the first part; and the Board of Supervisors of Fauquier County, Virginia; the Fauquier County Fire-Rescue Association, parties of the second part; both organized and existing under and by virtue of the laws of the Commonwealth of Virginia.

Whereas, the parties hereto are geographically located in proximity to each other in the Commonwealth of Virginia; and

Whereas, it is to the mutual advantage and benefit of the parties hereto that each of the other parties effectively assist the other in the event of a fire, medical or other emergency that endangers life or property;

Now, therefore, in consideration of their mutual covenants, the parties hereto agree as follows:

A. That it is hereby set forth to be a policy of Loudoun County to respond, pursuant to the map and running card assignment system, with appropriate equipment and normal complement of personnel within those areas of Fauquier County designated by the maps attached hereto and the running card assignment system.

B. That it is hereby set forth to be a policy of the Fauquier County Fire-Rescue Association to respond, pursuant to the map and running card assignment system, with appropriate equipment and normal complement of personnel within those areas of Loudoun County designated by the maps attached hereto and running cards assignment system.

C. That the Chairman of the Fire-Rescue Commission of Loudoun County and the President of the Fire-Rescue Association of Fauquier County shall have the responsibility for coordinating running card assignments, response equipment and personnel in such a manner as to ensure that an adequate level of protective service remains available to each jurisdiction.

D. Each of the parties hereto, agrees to waive any and all claims against all the other parties, which may arise out of their activities outside their respective jurisdictions under this agreement; and further agrees to indemnify and save harmless the other parties to this agreement from all claims by third parties for property damage or personnel injury which may arise

out of the activities of the other parties to this agreement outside their respective jurisdictions under this agreement.

E. No party to this agreement shall be required to pay any compensation to any other party to this agreement for services rendered hereunder, the mutual advantages and protection afforded by this agreement being considered adequate compensation to all of the parties.

F. This agreement is intended to cover routine day-to-day mutual aid only and shall be of no force and effect in cases in which either of the existing Commonwealth of Virginia or Loudoun County, Virginia or Fauquier County, Virginia Master Emergency Response Plans become operative.

G. That the nature and extent of voluntary assistance furnished by either party to the other shall be determined on the basis of the prevailing needs for fire and rescue protection in the area of the said responding party, but the party receiving the request for assistance shall immediately inform the requesting service, if, for any reasons, assistance cannot be rendered:

That the technical head of the volunteer fire or rescue company of the requesting service shall assume full charge of the operation, but if he specifically requests a senior officer of a fire company furnishing assistance to assume command, such senior officer may, in his sole discretion, assume command.

Assumption of command by the senior officer of the responding service shall not relieve the technical head of the requesting service of any legal responsibility imposed upon him pursuant to Section 27-15.1 or any other section of the Code of Virginia. If for any reason the senior officer determines not to assume command, he shall immediately inform the technical head of the requesting service who shall remain in command.

H. This agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any case whatsoever. Any services performed or expenditures made in connection with furnishing mutual aid under this agreement by either party hereto shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property for such party.

I. This Agreement shall become effective upon the date hereof and shall remain in full force and effect until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving thirty (30) days notice of said cancellation.

J. Revisions to this agreement shall be formally requested, in writing, to the respective authority of either respective jurisdiction.

In witness whereof, this agreement has been executed the day and year first above written by the parties hereto.

COUNTY OF LOUDOUN

By: _____

Chairman, Board of Supervisors

By: _____

County Administrator

By: _____

Director, Fire-Rescue Services

By: _____

Chairman of the Fire-Rescue Commission

Approved as to Form:

_____

County Attorney

COUNTY OF FAUQUIER

By: _____

Chairman, Board of Supervisors

By: _____

County Administrator

By: _____

President

Fire-Rescue Association

Approved as to Form:

_____ 16 day of 1990

County Attorney