DEPARTMENT OF THE ARMY
RADFORD ARMY AMMUNITION PLANT
P.O. BOX 2
RADFORD, VIRGINIA 24143-0002

MUTUAL AID AGREEMENT

This mutual aid agreement, entered into the ____ day of _____, 2010 between the Secretary of the Army acting according to the authority of Section 1856a, Title 42 of United States Code (USC), Radford Army Ammunition Plant ("RFAAP") by their representatives and the Town of Christiansburg to secure for each the benefits of mutual aid in the prevention of damage to property from fire and it further details the responsibilities and expectations of each party relative to a condition of natural or man-made disaster.

NOW, THEREFORE:

. It is agreed that:

a. On request to a representative of RFAAP, by a representative of participating agency firefighting equipment and personnel of RFAAP Fire Department/EMT will be dispatched when available to any point within the area for which the agency normally provides fire protection as designated by the representative of participating agency.

b. On request to a representative of participating agency by a representative of RFAAP, firefighting equipment, and personnel of that agency will be dispatched when available to any point within the firefighting jurisdiction of RFAAP Fire Department/EMT.

c. The rendering of assistance under the terms of this agreement shall not be mandatory but the party receiving the request for assistance should immediately inform the requesting department if, for any reason, assistance couldn't be rendered.

d. Any dispatch of equipment and personnel pursuant to this agreement is subject the following conditions:

1. Any request for aid under this agreement will specify the location to which the equipment and personnel are to be dispatched; however, the amount and type of equipment and number of personnel to be furnished will be determined by the responding organization.

2. The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched and will be subject to the orders of the official.

3. A responding organization will be released by the requesting organization when the services of the responding organization are no longer required, or when the responding organization is needed within the area for which it normally provides fire protection.

4. If a crash of aircraft owned or operated by the United States or Military aircraft of any foreign nation occurs within the area for which the participating agency normally provides fire protection, RFAAP, or a representative may assume full command on arrival at the scene of the crash.

e. Each party hereby waivers all claims against every other party for compensation for any loss, damage, injury, or death occurring as a consequence of the performance of this agreement except those claims under 15 U.S.C. 2210.

f. The chief fire officers and personnel of the fire department of both parties to this agreement are invited and encouraged on a reciprocal basis, to frequently visit each other's activity for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-fire planning inspections and drills.

g. The technical heads of the fire departments of the parties to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operations necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective by the signatory parties.

h. All equipment used in carrying out this agreement will be owned by the participating agency and all personnel supporting this request will be an employee or volunteer member of the participating agency.

i. This agreement shall become effective upon the date hereof and remain in full force until canceled by mutual agreement of the parties hereto, or by written notice by one party to the other party, giving thirty days notice of said cancellation.

TOWN OF CHRISTIANSBURG

BY: _____ _____

Richard G. Ballengee
Mayor

Barry Helms
Town Manager (Interim)

UNITED STATES OF AMERICA

BY: _____

Antonio Munera
Lieutenant Colonel, U.S. Army
Commanding