

**RESOLUTION**

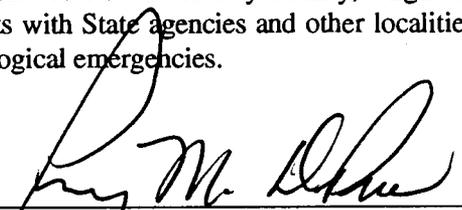
**MUTUAL AID AGREEMENT FOR RADIOLOGICAL EMERGENCIES**

WHEREAS, Virginia law encourages State agencies and local governments to cooperate in providing mutual assistance in preparing for, managing, and handling emergencies or disasters arising from a radiation accident; and

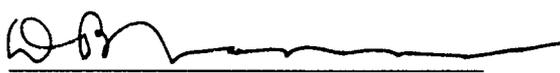
WHEREAS, cooperation between State agencies and local government will enhance preparedness and assist in handling a radiation emergency or accident; and

WHEREAS, it is beneficial to James City County to participate in a mutual aid agreement for radiological emergencies.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the County Administrator execute agreements with State agencies and other localities for mutual aid and cooperation in handling radiological emergencies.

  
\_\_\_\_\_  
Perry M. DePue  
Chairman, Board of Supervisors

ATTEST:

  
\_\_\_\_\_  
David B. Norman  
Clerk to the Board

<u>SUPERVISOR</u>	<u>VOTE</u>
SISK	AYE
EDWARDS	AYE
MAGOON	AYE
TAYLOR	AYE
DEPUE	AYE

Adopted by the Board of Supervisors of James City County, Virginia, this 5th day of June, 1995.

RADIOLOGICAL EMERGENCY PREPAREDNESS  
MUTUAL ASSISTANCE AGREEMENT

THE RADIOLOGICAL EMERGENCY PREPAREDNESS (REP) MUTUAL ASSISTANCE AGREEMENT, (hereinafter "agreement") is made by and among the CITIES OF HAMPTON, NEWPORT NEWS, POQUOSON, WILLIAMSBURG, COUNTIES OF CHARLES CITY, CAROLINE, HANOVER, ISLE OF WIGHT, JAMES CITY, LOUISA, NEW KENT, ORANGE, SPOTSYLVANIA, SURRY AND YORK (hereinafter "participating jurisdictions") and the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF EMERGENCY SERVICES and will be implemented upon the approval of the said jurisdictions. This agreement shall be effective upon the signatures of two or more parties.

It is mutually agreed as follows:

ARTICLE I - PURPOSE

A. The participating jurisdictions are the primary risk and host political subdivisions which comprise the emergency planning zones (EPZ) and environs of the North Anna and Surry Nuclear Power Facilities.

B. The purpose of this agreement is to provide for mutual assistance between the participating jurisdictions in managing or providing operational support in any emergency or disaster arising from a radiation accident or other radiological emergency caused by or involving the North Anna and Surry Nuclear Power Facilities. This agreement is not a contract and relates solely to coordination among the signatory jurisdictions of the subject matters of mutual responsibility or concern as addressed herein. It does not create obligations or establish rights not otherwise provided by law and specifically creates no third party beneficiaries.

C. This agreement also provides for mutual cooperation in emergency-related exercises, testing, and other training activities using equipment and personnel simulating performance of any aspect of the giving and receiving of aid by the participating jurisdictions.

ARTICLE II - GENERAL IMPLEMENTATION

A. Each participating jurisdiction recognizes that radiological emergencies transcend jurisdictional boundaries and that inter-governmental coordination is essential in managing these emergencies. Each participating jurisdiction further recognizes that responsibility for the initial response rests with the individual jurisdiction. When the magnitude of the incident exceeds the capability of any one jurisdiction to respond effectively, then that jurisdiction may request assistance under the provisions of this agreement.

B. The prompt, full, and effective utilization of resources of the participating jurisdictions, including any resources on hand or available from the federal government or any other source, that are essential to the safety,

care, and welfare of the people in the event of any emergency declared by a local government or the Commonwealth of Virginia, shall be the underlying principle on which all provisions of this agreement shall be understood.

C. On behalf of the chief executive officer of each participating jurisdiction, the local governmental official who is assigned responsibility for emergency management will be responsible for formulation of the appropriate inter-governmental mutual aid plans and procedures necessary to implement this agreement.

D. This agreement will be administered by the Department of Emergency Services, Radiological Emergency Response Planning (RERP) Branch. This agreement may be modified by unanimous approval of the parties hereto. Modifications will be considered annually and should be submitted to the Department of Emergency Services, RERP Branch by January 15 of each year. Participating jurisdictions will be requested to make decisions on proposed modifications by March 1 of the same year.

E. Disputes between participating jurisdictions as to matters arising within the content of this agreement should be resolved at the lowest possible level. Such resolution should start with jurisdiction-to-jurisdiction discussion. The Department of Emergency Services, RERP Branch Manager will serve as dispute resolution manager unless that agency is a party to the dispute, in which case a dispute resolution manager will be chosen by the participating jurisdictions. The dispute resolution manager is not intended to have authority to act in a capacity other than as a non-binding ombudsman in dispute resolution.

### ARTICLE III - RESPONSIBILITIES

A. The Department of Emergency Services, Radiological Emergency Response Planning (RERP) Branch will review each participating jurisdiction's radiological emergency response plans and develop a plan for inter-jurisdictional management and provision of assistance consistent with those plans. The RERP Branch Chief who also serves as the REP Program Manager may, at his discretion, include in the planning process agencies of the Commonwealth of Virginia or local governments with emergency response capabilities to augment and support the political subdivisions who are parties to this agreement. Furthermore, procedures will be developed to use assets and resources, fill identified gaps and to resolve any identified inconsistencies or overlaps in existing emergency response plans.

B. Each participating jurisdiction will formulate procedural plans and programs for inter-jurisdictional cooperation in the performance of the responsibilities listed in this article. In formulating such plans, and in carrying them out, each participating jurisdiction, insofar as practical, will:

1. Complete a resource needs assessment to anticipate resources that may be requested during a radiological incident within that jurisdiction. This assessment should include personnel and their skills, knowledge and abilities.

2. Inventory and set procedures for the inter-jurisdictional loan and delivery of human and material resources, together with procedures for reimbursement or forgiveness.

3. Plan to send human resources as self-sufficient units if the need is for an extended period of time or if the distance between the jurisdictions is greater than 50 miles. Plan staffing to include 12 hour shift changes.

4. Provide, to the extent authorized by law, for temporary suspension of any ordinances that restrict the implementation of the provisions of this agreement.

C. When notified of an incident at the ALERT, SITE AREA, GENERAL EMERGENCY stage at either power facility, the Department of Emergency Services-Virginia Emergency Operations Center (VEOC) will notify jurisdictions in the unaffected Emergency Planning Zone by telephone, FAX, Virginia Criminal Information Network (VCIN) or other best available means. Furthermore, the unaffected jurisdictions will be requested to put their emergency management organization on stand-by until such time as the Department of Emergency Services notifies unaffected jurisdictions that the incident has de-escalated and to stand-down.

D. The Emergency Management Coordinator of a participating jurisdiction may request assistance of another participating jurisdiction through the Virginia Emergency Operations Center (VEOC) or Regional Coordinator(s) of the Department of Emergency Services. The provisions of this agreement shall only apply to requests for assistance made by and to authorized representatives. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within 90 days of the verbal request. Requests should provide the following information:

1. A description of the emergency management function for which assistance is needed, such as, but not limited to, emergency management administrative support (Coordinator and/or Deputy Coordinator), public information, fire services, radiological monitors, law enforcement, emergency medical services, transportation, communications, damage assessment, mass care, resource support and health and medical services. Local governments may also request assistance for emergencies requiring the capabilities of the VDES Division of Technological Hazards, Regional Hazardous Materials Officers (HMOs) or Hazardous Materials Regional Response Teams through the RERP Branch Chief or Regional Coordinator.

2. The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time that they will be needed.

3. The specific place and time for staging of the assisting party's response and a point of contact at that location.

E. There will be frequent consultation between the Department of Emergency Services, RERP Branch and participating jurisdictions with free exchange of information, plans, and resource records relating to emergency capabilities.

#### ARTICLE IV - LIMITATIONS

Any participating jurisdiction requested to render mutual aid or who exercises or trains for the benefit of mutual aid will take such action as is necessary to provide and make available the resources covered by this agreement in accordance with the terms hereof; provided that it is understood the jurisdictions rendering aid may withhold resources to the extent necessary to provide reasonable protection for such jurisdiction. Each participating jurisdiction will afford to the emergency forces of any other participating jurisdiction, while operating within its boundaries under the terms and conditions of this agreement, the same powers, duties, rights and privileges, as are afforded forces of the jurisdiction in which they are performing emergency services. Emergency forces will continue under the command and control of their regular leaders, but the organizational units will come under the operational control of the emergency services authorities of the jurisdiction receiving assistance. These conditions may be activated, as needed, only subsequent to a declaration of a state of emergency by the Governor or by the local government that is to receive assistance or upon commencement of exercises or training for mutual aid and shall continue so long as the exercises or training for mutual aid are in progress, the state of emergency remains in effect, or loaned resources remain in the receiving jurisdictions, whichever is longer.

#### ARTICLE V - LICENSES AND PERMITS

To the extent authorized by law, whenever any person holds a license, certificate, or other permit issued by the Commonwealth of Virginia evidencing the meeting of qualifications for professional, mechanical, or other skills, such person may be permitted by a receiving jurisdiction to render aid involving such skill to meet an emergency or disaster situation. Response team personnel holding appropriate and applicable certifications issued under the authority of a state agency outside the Commonwealth will be acceptable under the terms of the Emergency Management Assistance Compact, Title 44-146.28:1 of the Code of Virginia.

#### ARTICLE VI - SUPPLEMENTARY AGREEMENTS

Nothing herein contained shall preclude any jurisdiction from entering into supplementary agreements with another jurisdiction or jurisdictions or affect any other agreements already in force between jurisdictions. Supplementary agreements may include, but shall not be limited to, provisions for evacuation and reception of injured and other persons and the exchange of medical, fire, police, public utilities, reconnaissance, welfare, transportation and communications personnel, and equipment and supplies.

## ARTICLE VII - COMPENSATION

To the extent authorized by law, each participating jurisdiction shall provide for the payment of compensation and death benefits to its injured members of the emergency forces in case such members sustain injuries or are killed while rendering aid pursuant to this agreement, in the same manner and on the same terms as if the injury or death were sustained within their own jurisdiction. Each participating jurisdiction providing assistance will compensate its employees according to its policy at the time of the incident. The costs will be reflected in a final report requesting reimbursement from the receiving jurisdiction.

## ARTICLE VIII - REIMBURSEMENT

To the extent authorized by law, each participating jurisdiction rendering aid in another jurisdiction pursuant to this agreement shall be reimbursed by the participating jurisdiction receiving such aid for any loss or damage to or expense incurred in, the operation of any equipment answering a request for aid and for the costs incurred in connection with such requests; provided, that any aiding participating jurisdiction may assume in whole or in part such loss, damage, expense, or other costs, or may loan such equipment or donate such services to the receiving jurisdiction without charge or cost; and provided further, that any two or more participating jurisdictions may enter into supplementary agreements establishing a different allocation of costs among those jurisdictions. The participating jurisdiction providing assistance shall submit a financial final report of costs to the jurisdiction that received the assistance.

## ARTICLE IX - EVACUATION

Plans for the orderly evacuation and inter-jurisdictional reception of portions of the civilian population as the result of a radiological emergency of sufficient proportions to so warrant, will be worked out and maintained between the participating jurisdictions. Such plans will be put into effect by request of the Coordinator of Emergency Management of the jurisdiction from which the evacuees come and will include the manner of transporting such evacuees, the number of evacuees to be received in different areas, the manner in which food, clothing, housing, and medical care will be provided, the registration of the evacuees, the providing of facilities for the notification of relatives or friends, the forwarding of such evacuees to other areas or the bringing of additional materials and supplies, and all other relevant factors. Such plans will provide that the participating jurisdiction receiving the evacuees and the participating jurisdiction from which the evacuees come shall mutually agree as to reimbursement for out-of-pocket expenses incurred in receiving and caring for such evacuees, for expenditures for transportation, food, clothing, medicines, medical care, and like items. Such expenditures will be reimbursed as agreed to by the participating jurisdiction from which the evacuees come. After the termination of the emergency, the participating jurisdiction from which the evacuees came will assume the responsibility for the ultimate support of repatriation of such evacuees.

## ARTICLE X - IMMUNITY FROM LIABILITY

As provided for under Section 44-146.23, Code of Virginia, neither the Commonwealth nor any political subdivision as party to this agreement, nor, except in cases of willful misconduct, public or private employees engaged in emergency services activities, while complying with or attempting to comply with the provision of the Emergency Services and Disaster Laws, which provide the foundation for this agreement, shall be liable for the death of, or any injury to, persons or damage to property as a result of such activities. The provisions of this agreement shall not affect the right of any person to receive benefits to which he would otherwise be entitled under Chapter 3.2, Emergency Services and Disaster Law, Section 44-146.13 to 44-146.29:2, or under the Workers' Compensation Act, or any other pension laws. All other provisions or subsections of Section 44-146.23 shall not be exempted under the terms of this agreement.

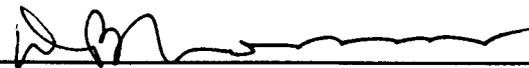
## ARTICLE XI - IMPLEMENTATION

A. This agreement shall become operative immediately upon its approval by the Board of Supervisors/City Council of the jurisdiction as between it and any other approving jurisdiction or jurisdictions. This agreement may be signed by an authorized representative of the governing body. Duly authenticated copies of this agreement and such supplementary agreements as may be entered into shall, at the time of their approval, be deposited with each of the participating jurisdictions.

B. This agreement shall continue in force and remain binding on each participating jurisdiction until the Chief Executive Officer of such participating jurisdiction or other responsible official takes action to withdraw from it. Such action shall not relieve the withdrawing jurisdiction from obligations assumed hereunder prior to the effective date of the withdrawal and shall not be effective until 30 days after notice thereof has been sent by the Department of Emergency Services-Radiological Emergency Response Planning (RERP) Branch to the chief executive officer and duly authorized representatives of all the other participating jurisdictions.

IN WITNESS WHEREOF, the local government hereto as a party thereof,  
has executed this Agreement as signed and dated below.

**COUNTY OF JAMES CITY:**

BY:  / 6/5/95  
(Name of official or representative) (Date)

Attested:



~~Clerk of City Council/Governing Body~~

Secretary to the Board of Supervisors  
James City County, Virginia