

MEMORANDUM OF UNDERSTANDING
by and between
COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND AND
VOLUNTEER DEPARTMENT

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), is made this 9 day of Dec., 2021, by and between the County Commissioners of Charles County, Maryland, a body corporate and politic (“COUNTY”), and participating VOLUNTEER DEPARTMENTS (hereinafter referred to as the “VOLUNTEER DEPARTMENT” or “VOLUNTEER DEPARTMENTS”)and have evidenced agreement hereto(collectively “the PARTIES”).

RECITALS

WHEREAS, the Charles County Code of Maryland, Chapter 54 (2001) provides that the County shall levy a fire, rescue, and emergency medical services tax on real property in the County that is used to fund the Volunteer Departments.

WHEREAS, the COUNTY has established the Charles County Department of Emergency Services, Emergency Medical Services Division (“DES EMS”) to provide emergency medical support to the citizens of Charles County, Maryland as well as citizens in surrounding jurisdictions in accordance with established Mutual Aid Agreements.

WHEREAS, the VOLUNTEER DEPARTMENTS, are non-profit corporations, formed under the laws of Maryland to respond to fire, public safety and medical emergencies, disasters, hazardous material incidents, and terrorist acts within Charles County and mutual aid response communities.

WHEREAS, the VOLUNTEER DEPARTMENT and Charles County DES EMS agree to work in partnership to provide Emergency Medical Services within Charles County and mutual aid response communities.

WHEREAS, the assets of the VOLUNTEER DEPARTMENTS rely on funding and resources provided by the COUNTY as specified in Charles County Code of Maryland, Chapter 54 including but not limited to funding for communications, vehicle maintenance, fuel, equipment and training.

WHEREAS, the PARTIES, in order to enhance the delivery of emergency medical services within Charles County, Maryland and mutual aid communities have determined that it is in the public interest to work together, cooperatively, effectively and efficiently by making the facilities, equipment and resources of the VOLUNTEER DEPARTMENT available for the use of COUNTY DES personnel performing emergency services.

WHEREAS, the PARTIES desire to set forth a positive relationship and mutual rights and responsibilities amongst themselves, regarding basic operations and the use of VOLUNTEER DEPARTMENT’s facilities, equipment and apparatus by COUNTY DES personnel for the provision and interest of the health, safety and welfare of the of public.

WHEREAS, the PARTIES desire to enter into this MOU in order to set forth the responsibilities of each party.

NOW THEREFORE, in consideration of the mutual covenants hereinafter stated, the PARTIES agree as follows:

1. RECITALS.

1.1 The Recitals above are a substantive part of this MOU and are incorporated by reference.

2. DEFINITIONS AND ACRONYMS

2.1 **Emergency Transportation** - Transport of patients by a unit operated and staffed by the VOLUNTEER DEPARTMENT or the COUNTY or any combination of both.

2.2 **Ready For Service Apparatus** - Emergency medical apparatus transport or emergency medical apparatus non-transport unit that is equipped with Advanced Life Support capabilities or Basic Life Support capabilities or any combination of both as designated by the VOLUNTEER DEPARTMENT Chief.

2.3 **Advanced Life Support (ALS)** - Transport by ground ambulance and the provision of medically necessary supplies and services including the provision of either level I or II of an ALS assessment or at least one (1) ALS intervention.

2.4 **Basic Life Support (BLS)** - Transport by ground ambulance and the provision of medically necessary supplies and services including the provision of BLS ambulance services as defined by the State of Maryland. The ambulance must be staffed by an individual who is qualified in accordance with state and local laws as a Medical Emergency Technician -Basic (EMT-B).

2.5 **Unified Standard Operating Procedures (“USOPs”)** – Standard operating procedures that have been developed in coordination with the leadership of the Volunteer Departments and the County DES that are applicable to both volunteer and career services members.

2.6 **DES Standard Operating Procedures (“DES SOPs”)** - Standard operating procedures that have been developed by COUNTY DES Leadership and apply only to COUNTY DES personnel.

2.7 **Volunteer Station Rules, Regulations, & SOPs** – Guiding rules, regulations and standard operating procedures (SOPS) that have been developed by VOLUNTEER DEPARTMENTS and apply to members, as defined in Section 2.8 of this MOU. Volunteer Station rules, regulations and SOPs that are in conflict with COUNTY policies, practices, or regulations do not apply to COUNTY DES Personnel.

2.8 **Member** - Any person who is a member of a Charles County VOLUNTEER DEPARTMENT or is an employee of the COUNTY DES.

- 2.9 **Unified Code of Conduct** – A policy establishing a standard of conduct aimed at ensuring that Members maintain the highest level of integrity and ethical conduct both on and off duty.
- 2.10 **Written Notification** –A communication from one party of this MOU to another must be in writing, either an email or letter, unless otherwise stimulated in this document.
- 2.11 **Mutual Aid Agreements:** an agreement among emergency responders to lend assistance across jurisdictional boundaries. This may occur due to an emergency response that exceeds local resources, such as a disaster or a multiple-alarm fire. Charles County Commissioners' execute all mutual aid agreements for emergency response entities within Charles County's jurisdictional boundaries.

3. OBLIGATIONS AND RESPONSIBILITIES.

3.1 COUNTY

3.1.1 **Management and Supervision.** The COUNTY will be responsible for, the supervision, management, and oversight of all DES personnel.

3.1.1.1 The COUNTY will be responsible for the certification, maintenance of certifications and training of all DES personnel, in compliance with all federal, state, and local laws.

3.1.1.2 The COUNTY will be responsible for all DES employee personnel matters, including but not limited to, the administration of discipline, salary, benefits, leave, adherence to the Charles County Government's Personnel Policies and Procedures Manual, the Charles County Government Safety Manual and the DES SOPs and Unified SOPs. The COUNTY will provide VOLUNTEER DEPARTMENT with access to an electronic copy of the aforementioned manuals and policies and any amendments thereto within 10 days notice of a policy change.

3.1.1.2.1 The DES EMS Operations Captain will serve as the COUNTY point of contact for all personnel issues and/or matters.

3.1.1.2.2 DES will notify the County Volunteer Fire Chief and the County Volunteer EMS Chief in writing as soon as reasonably practicable, not to exceed twenty-four (24) hours, if the COUNTY DES employee:

3.1.1.2.2.1 No longer meets the criteria to operate a County Vehicle as outlined in the Charles County Safety Manual and is disqualified to operate a

VOLUNTEER DEPARTMENT's vehicle or apparatus.

3.1.1.2.2.2 Becomes a disqualified employee. This include employees who are suspended, on administrative leave with restricted access to COUNTY property and/or facilities or who are no longer employed by the COUNTY.

3.1.1.3 The COUNTY will be responsible for ensuring that DES personnel use due care and maintaining VOLUNTEER DEPARTMENT's facilities, vehicles and equipment in a clean and orderly manner. At the beginning of each shift, or when reasonably practical if delayed due to an emergency call, DES personnel will complete the following via email:

3.1.1.3.1 The MIEMSS Seal of Excellence Checklist
https://www.miemss.org/home/Portals/0/Docs/OtherPDFs/VAIP_Sections/VAIP-20200131.pdf?ver=2020-01-31-234732-820

3.1.1.3.2 The Career & Volunteer jointly prepared apparatus checklist that can be integrated into an electronic software system.

3.1.1.3.3 Any checklists set forth in Addendum A entitled "Station Specific Provisions", a copy of which is attached hereto and incorporated by reference.

3.1.1.4 The COUNTY will be responsible for ensuring that DES personnel observe and comply with Unified SOPs, DES SOPs, County Personnel Policy and Procedures Manual, and Volunteer Department rules, regulations, and SOPs that are not in conflict with COUNTY policies, practices, or regulations governing their employment, assigned duties and levels of certification. This includes, but is not limited to, the completion of all documentation required by the VOLUNTEER DEPARTMENT.

3.1.2 **Contact Information.** The COUNTY agrees to provide VOLUNTEER DEPARTMENT with a list of names, email addresses and telephone numbers and any changes thereto for those individuals designated to receive notifications as set forth in this Agreement. The COUNTY agrees to make this information available via electronic means.

3.1.3 **Assignment of COUNTY Personnel.** The COUNTY will be responsible for assigning sufficient DES personnel to ensure staffing levels that provide ALS response coverage in compliance with recognized national standards, state mandated protocols and practices, local statistical data and the directives of the COUNTY Jurisdictional Medical Director.

3.1.3.1 The COUNTY reserves the right to assign, schedule and rotate DES personnel as needed to meet the mission of the COUNTY and support the needs of the community.

3.1.3.2 The COUNTY agrees to notify VOLUNTEER DEPARTMENT, in writing 72 hours in advance of any permanent personnel changes or reassignments of personnel who may be serving at the VOLUNTEER DEPARTMENT. In the event of an emergency action the VOLUNTEER DEPARTMENT Chief will be notified immediately, follow-up written notifications will be made as soon as reasonably practicable. Such notification shall be directed from the DES Operations Captain to the VOLUNTEER DEPARTMENT Chief or designated Chief Officer

3.1.3.3 The COUNTY will provide a list of DES personnel who require access to stations that host DES crews. This list will be provided to the VOLUNTEER DEPARTMENT Chief or designated Chief Officer and updated as changes occur.

3.1.4 **Uniforms and Personal Protective Equipment.** The COUNTY will provide DES personnel with all necessary uniforms and personal protective equipment compliant with OSHA/MOSHA regulations, COUNTY adopted applicable NFPA Guidelines and all applicable federal, state and local policies and regulations.

3.1.5 **Workers' Compensation Coverage.** The COUNTY will be responsible for providing DES personnel with workers' compensation coverage and other related insurance required to perform their duties. Any person injured while performing under this Agreement, may only file a workers' compensation claim with their respective employer.

3.2 VOLUNTEER DEPARTMENT

3.2.1 **Facilities, Equipment and Apparatus.** The VOLUNTEER DEPARTMENT agrees to allow authorized and assigned DES personnel to use the VOLUNTEER DEPARTMENT's facilities, and emergency services equipment and apparatus under the conditions set forth herein.

3.2.1.1 The VOLUNTEER DEPARTMENT agrees to provide the DES crew with a minimum of one (1) "ready for service" transport apparatus for the use of each authorized DES crew during their scheduled hours. The transport apparatus will be designated by the Chief of the VOLUNTEER DEPARTMENT.

3.2.1.2 The VOLUNTEER DEPARTMENT agrees to maintain with due care all VOLUNTEER DEPARTMENT facilities, equipment and vehicles provided for in this Agreement, in a clean and orderly manner.

3.2.1.3 Should the VOLUNTEER DEPARTMENT not be able to provide a "ready for service" transport ambulance:

3.2.1.3.1 The VOLUNTEER DEPARTMENT has a minimum six (6) hour duty crew assigned to the ambulance, VOLUNTEER DEPARTMENT will notify the DES EMS Operations Captain not less than twelve (12) hours in advance .

3.2.1.3.2 When circumstances are beyond the VOLUNTEER DEPARTMENT's control, the DES EMS Operations Captain will be notified as soon as possible.

3.2.1.3.3 If the DES reserve ambulance is utilized, the VOLUNTEER DEPARTMENT must provide space to house the unit inside the station.

3.2.1.3.4 Specific operations for the provisions of the "ready for service" apparatus will be guided by the Unified "Ready for Service" Apparatus USOP.

3.2.1.4 VOLUNTEER DEPARTMENT will provide authorized and assigned DES Personnel with the following:

3.2.1.4.1 Berthing, bathing, kitchen and report writing/office space as set forth in Addendum B entitled "Shared Space and Agreed Upon Accommodations" a copy of which is attached hereto and incorporated by reference; and

3.2.1.4.2 Building access to stations that host DES crews per the provisions within Section 3.1.3.

3.2.1.4.3 Storage space and/or storage furniture of ALS medical supplies, personal items such as bedding and spare uniforms, as well as personal protective equipment as set forth on Addendum A, entitled "Station Specific Provisions", a copy of which is attached hereto and incorporated by reference.

3.2.1.4.4 The PARTIES understand and acknowledge that such space is shared/common space within the VOLUNTEER DEPARTMENT facility and that the space does not include any audio or video surveillance that violates criminal laws in the State of Maryland.

3.2.1.4.5 Any concerns regarding the above listed accommodations will be reviewed, discussed and

resolved jointly between DES and VOLUNTEER DEPARTMENT.

3.2.2 Equal Opportunity/Anti-Discrimination & Workplace Violence Policy. The VOLUNTEER DEPARTMENT agrees to provide and maintain employee workplace standards that are in compliance with Title VII of the Civil Rights Act of 1964 and prohibit violence in the workplace.

3.2.2.1 The VOLUNTEER DEPARTMENT will be responsible for developing a written "Anti-Discrimination/Work Place Violence Policy" which sets forth procedures for reporting violations of the Policy, confidentiality provisions, investigating alleged violations, disciplinary measures, due process provisions and annual training on the Policy. At a minimum, this Policy must comply with the requirements of the Charles County Personnel Policy and Procedures Manual, Chapter 2.

3.2.2.2 In the event the VOLUNTEER DEPARTMENT does not adopt an "Anti-Discrimination/Work Place Violence Policy or until such time as the VOLUNTEER DEPARTMENT adopts such a policy, the VOLUNTEER DEPARTMENT agrees to comply with Chapter 2 of the Charles County Personnel Policy and Procedures Manual, entitled "Equal Employment Opportunity, Sexual Harassment/Racial Discrimination Ethics and Violence in the Workplace." ("Chapter 2") The manual can be accessed at <https://www.charlescountymd.gov/services/emergency-services/personnel-manual-hr>

3.2.2.2.1 The COUNTY will be responsible for offering on-going training on Chapter 2 of the Charles County Personnel Policy and Procedures Manual if it is being used by the VOLUNTEER DEPARTMENT and will retain and share such documentation with the VOLUNTEER DEPARTMENT.

3.2.3 Management and Supervision. The VOLUNTEER DEPARTMENT will be responsible for the supervision, management and oversight of all volunteer personnel.

3.2.3.1 VOLUNTEER DEPARTMENT agrees that all members will know, understand and agree to adhere to the Unified Code of Conduct incorporated by reference. The VOLUNTEER DEPARTMENT will be responsible for all volunteer personnel matters, including but not limited to, the administration of discipline, leave, adherence to VOLUNTEER DEPARTMENT SOPs and Unified SOPs.

3.2.3.2 VOLUNTEER DEPARTMENT will be responsible for the certification, maintenance of certification and training of all volunteers in compliance with all federal, state and local laws.

3.2.3.3 VOLUNTEER DEPARTMENT's Chief or designated Chief Officer will serve as the point of contact for all personnel issues and/or matters. Point of contact designations by the VOLUNTEER DEPARTMENT Chief will be in writing and directed to the DES EMS Chief. The VOLUNTEER DEPARTMENT Chief agrees to provide the DES EMS Chief written notification of any change in designation, within ten (10) days of such change.

3.2.4 Rules and Regulations.

3.2.4.1 VOLUNTEER DEPARTMENT agrees to provide the COUNTY DES with electronic access to a copy of the VOLUNTEER DEPARTMENT's rules and regulations and any amendments thereto within ten (10) days of any changes.

3.2.4.2 VOLUNTEER DEPARTMENT agrees to post the Unified Code of Conduct and VOLUNTEER DEPARTMENT's rules and regulations in a conspicuous location within the designated shared County space.

3.2.4.3 Any station specific requirements will be contained in Addendum A, entitled "Station Specific Provisions", a copy of which is attached hereto and incorporated by reference.

3.2.5 **Reservation of Rights.** Notwithstanding anything to the contrary set forth herein, VOLUNTEER DEPARTMENT, reserves the right, for good cause, to deny access to VOLUNTEER DEPARTMENT's premises, facilities, equipment and apparatus, to any DES or COUNTY personnel, their agents, invitees and guests that VOLUNTEER DEPARTMENT deems unsuitable.

3.2.5.1 Access may only be denied a DES employee in very limited circumstances. Good cause is established if the VOLUNTEER DEPARTMENT Chief or designee determines in the exercise of his/her professional judgment that the access requested is reasonably likely to endanger the life or physical safety of an individual, property or the reputation of the VOLUNTEER DEPARTMENT. The VOLUNTEER DEPARTMENT agrees that access to DES personnel will not be unreasonably withheld or delayed. Examples include but are not limited to: a verbal or written threat, physical altercation, under criminal investigation, under investigation for a serious violation of Departmental SOP's, engaged in sexual harassment or discriminatory behavior or disruptive behavior. The above list is illustrative and not exhaustive.

3.2.5.2 If the VOLUNTEER DEPARTMENT Chief or designee determines that denial of access is warranted or appropriate, he/she shall immediately notify the DES EMS Captain.

3.2.5.3 VOLUNTEER DEPARTMENT agrees to provide the Emergency Services Director with seventy-two (72) hours advance written notification of such denial of access and the grounds therefore. In the event of an emergency, VOLUNTEER DEPARTMENT agrees to provide such written notice as soon as reasonably practicable.

3.2.5.4 Should a dispute arise in connection with the denial of access to a County DES employee, the PARTIES agree to follow the procedure outlined in Section 7 of this Agreement.

3.2.5.5 **Confidentiality and Sharing of Information.** The PARTIES understand and agree that all Confidential Information shall be kept confidential by the other both during and after the terms of this Agreement. Each party shall maintain commercially reasonable information security policies and procedures for protecting Confidential Information

3.2.6 **Contact Information.** The VOLUNTEER DEPARTMENT agrees to provide the COUNTY DES with a list of names, email addresses and telephone numbers and any changes thereto for those individuals designated to receive notifications as set forth in this Agreement. The VOLUNTEER DEPARTMENT agrees to make such information available to the COUNTY secured electronically with access limited to Captain rank and above.

3.2.7 Operation of Volunteer Apparatus/Use of VOLUNTEER DEPARTMENT Equipment & Facilities.

3.2.7.1 Prior to operating any VOLUNTEER DEPARTMENT ready for service apparatus, the County will verify in writing that the COUNTY DES employee:

3.2.7.1.1 Has successfully completed an Emergency Vehicle Operator's Course, National Safety Council Defensive Driving, the County Driver's Training Program and has received training on the operations of the VOLUNTEER DEPARTMENT's vehicles; and

3.2.7.1.2 The DES employee has completed the USOP Driver Familiarization Checklist prior to driving a particular vehicle for the first time. This will be supervised by a member who is currently qualified to drive the vehicle.

3.2.7.2 The provisions contained in the Vehicle and Driver Policy, Chapter 24, of the Charles County Government Safety Manual ("Safety Manual") will be extended to include VOLUNTEER DEPARTMENT vehicles and apparatus operated by DES personnel.

3.2.7.3 Any vehicle accident, facility damage, or injury to personnel, shall be reported in accordance with the reporting procedures outlined in the Safety Manual. In addition to the provisions set forth in the Safety Manual, DES will:

3.2.7.3.1 Immediately notify the VOLUNTEER DEPARTMENT Chief or Chief's designee of the accident or incident either through DES Communications or DES District Captain to Station Chief or Designated Chief Officer.

3.2.7.3.2 Upon completion of the requisite accident forms, the DES EMS Operations Captain will submit the final Accident Report to the COUNTY Safety Officer, COUNTY Risk Manager and VOLUNTEER DEPARTMENT Chief and/or Chief's designee. Any damages to facilities or equipment will be reported to the VOLUNTEER DEPARTMENT Chief in writing before the end of shift.

4. RIDE-ALONGS

4.1 The PARTIES agree to notify each other in writing, at least five (5) business days in advance of any proposed student and/or other approved ride-alongs. All ride-alongs must be pre-approved by both PARTIES and must comply with the Unified Ride Along Observer Policy.

4.2 Either PARTY reserves the right to deny access to any ride-along participant, to terminate any individuals ride-along participation and to remove any ride-along participant from its premises in accordance with the Unified Ride Along Observer Policy.

5. RESPONSE AND COOPERATION.

5.1 The PARTIES agree to work cooperatively and in good faith to implement the terms of this Agreement and coordinate the effective and efficient provision of emergency medical services by doing the following:

5.1.1 The COUNTY DES will coordinate quarterly Station Chiefs meetings that will include each Volunteer Station Chief and/or Designated Chief Officer, Volunteer Operational Officer(s), DES EMS Chief, DES EMS Assistant Chief, and all DES EMS Captains.

5.1.2 The COUNTY DES will organize County Chief's coordination meetings that will include the DES Director, DES Deputy Director, County Volunteer Fire Chief, County Volunteer EMS Chief, DES EMS Chief, DES EMS Assistant Chief, DES SOD Assistant Chief, DES 911/ Communications Chief, and the DES Communications Assistant Chief. These meetings will occur at least once a month.

5.1.2.1 The PARTIES are encouraged to actively and openly communicate. This communication is not intended to be limited to monthly meetings. The development of a working relationship between the VOLUNTEER DEPARTMENT Chiefs and DES EMS Captains is essential to providing for consolidated emergency response services to the community.

5.1.2.2 DES Operations Captains will solicit feedback from the VOLUNTEER STATION Chiefs on a regular basis to use as reference when completing annual employee evaluations.

5.2 The VOLUNTEER DEPARTMENT and DES EMS agree to work in partnership to provide Emergency Medical Services. When there is a VOLUNTEER DEPARTMENT minimally staffed unit available, the COUNTY DES agrees that the VOLUNTEER DEPARTMENT will have the first right to respond provided there is no negative service delivery impact associated with doing so.

5.3 The VOLUNTEER DEPARTMENT and the COUNTY DES agree that incident management operations will be conducted in compliance with the standards and practices established by the National Incident Management System ("NIMS"), the Incident Command System and the Charles County Volunteer Emergency Standard Operating Procedures.

5.4 The VOLUNTEER DEPARTMENT and the COUNTY DES will each designate in writing, an individual that will act as the liaison between VOLUNTEER DEPARTMENT and the COUNTY for purposes of assisting and facilitating the implementation of this Agreement. Annual confirmation of this designation will occur by July 1 of each calendar year.

5.5 In order to facilitate this Agreement, the COUNTY DES will provide the VOLUNTEER DEPARTMENTS housing DES EMS crews with the following:

5.5.1 Copies of EMS monthly emergency response statistics compiled by the COUNTY within twenty-four (24) hours of their completion;

5.6 The VOLUNTEER DEPARTMENT and the COUNTY agree that they will work together to develop a Unified SOP that outlines the parameters and procedures related to a call for service which is staffed by both VOLUNTEER DEPARTMENT and the DES personnel. Both parties agree that such SOP will begin development within ninety (90) days of the execution of this Agreement. Targeted completion date within one (1) year of the agreement execution.

6. MUTUAL AID

- 6.1 The COUNTY maintains an electronic database of all Mutual Aid Agreements to which the COUNTY is a signatory. The COUNTY will provide VOLUNTEER DEPARTMENT with access to or a link to such database.
- 6.2 Both parties will be given thirty (30) days from the date this Agreement is executed to review and provide comments or recommendations for any changes to any of the Mutual Aid Agreements in effect as of the date of this Agreement.

7. COMPLAINTS AND DISPUTES

- 7.1 The PARTIES agree that personnel conflicts and/or complaints, violations of the Unified Code of Conduct should be resolved at the lowest level through open and respectful discourse. Personnel conflicts and/or complaints will be handled through the following process:

- 7.1.1 A complaint from DES personnel regarding VOLUNTEER DEPARTMENT personnel will be addressed through the normal chain of command. The DES Operations Captain will be responsible for investigating any complaint in coordination with the VOLUNTEER DEPARTMENT Chief or the Chief's designee as appropriate.

- 7.1.2 If the issue cannot be resolved at the VOLUNTEER DEPARTMENT Chief or Chief's designee's level or the complaint is of sufficient severity, the DES Operations Captain may escalate the issue to the DES Assistant Chief or Chief.

- 7.1.3 A complaint from VOLUNTEER DEPARTMENT personnel regarding an issue with a DES employee will be addressed through the chain of command. The VOLUNTEER DEPARTMENT Chief or VOLUNTEER DEPARTMENT Chief's designee will be responsible for investigating the issue in coordination with the DES Operations Captain as appropriate.

- 7.1.3.1 If the issue cannot be resolved at the DES Operations Captain's level, the VOLUNTEER DEPARTMENT Chief or VOLUNTEER DEPARTMENT Chief's designee may escalate the issue to the DES Assistant Chief, Chief, DES Deputy Director, or DES Director level as appropriate.

- 7.2 Any disputes concerning the provisions of this MOU will be decided by a joint committee that includes the County Volunteer Fire Chief, County Volunteer EMS Chief, DES Director, and DES Deputy Director. Issues that cannot be settled at the DES Director and Volunteer Department Chief's level, may be escalated through the appropriate chain of command.

8. INSURANCE

- 8.1 The VOLUNTEER DEPARTMENT agrees to maintain commercial general liability insurance with a minimum limitation of one million dollars (\$1,000,000)

per person for any one claim, including bodily injury or death, and a minimum aggregated limitation of three million dollars (\$3,000,000) per occurrence for any number of claims arising from any one incident and minimum limits of \$100,000 for property damage with respect to claims for injuries and/or death sustained by persons or property while in the course of performance of duties related to this MOU.

- 8.2 The VOLUNTEER DEPARTMENT agrees to maintain automobile liability insurance with a minimum limitation of one million dollars (\$1,000,000) per person for any one claim, including bodily injury or death, property damage of one million dollars (\$1,000,000) per occurrence; full coverage to include comprehensive and collision coverage; personal injury protection (PIP) coverage without waivers \$2,500 per person; uninsured/under insured motor vehicle minimum limits of \$15,000 per occurrence, \$60,000 per occurrence for bodily injury and \$30,000 per person bodily injury.
- 8.3 All VOLUNTEER DEPARTMENT insurance coverages may be provided, in part, under an umbrella/excess policy. All insurance coverages from a company or companies must be issued by insurers licensed to do business in the State of Maryland, Local Government Insurance Trust, or be self-insured in the State of Maryland, and the insurers must be rated "A" or better by Best's Key Rating Guide.
- 8.4 The VOLUNTEER DEPARTMENT insurance policies must name Charles County Government as an additional insured and a Certificate of Insurance with endorsements to the County shall be provided annually to the County. The insurance policies shall specify that there shall be no right of subrogation against Charles County Government for payments of any premiums or deductibles due and shall specify that the insurance shall be assumed by and be at the insured VOLUNTEER DEPARTMENT sole risk. All insurance policies may not be cancelled without thirty (30) days prior written notice to the County.
- 8.5 In the event of an accident the COUNTY shall cover the deductible or lesser cost that occurs while a station vehicle is operated by DES personnel unless the VOLUNTEER DEPARTMENT insurance company subrogates against a third party for damages including the deductible. Any requests for reimbursement must be timely submitted in writing to the DES EMS Chief and County Risk Manager, within three (months) from the date of the accident. Failure to timely submit the request for reimbursement will result in the request for reimbursement being denied and the claim will be closed.
- 8.6 The submission of a request for reimbursement for deductible with an insurance claim must include the following:
 - 8.6.1 date of loss or accident report (VOLUNTEER DEPARTMENT's report or Local Government Insurance Trust (LGIT) report form); and
 - 8.6.2 statement from the VOLUNTEER DEPARTMENT's insurance claim showing deductible.

- 8.7 The submission of a request for reimbursement under deductible without an insurance claim must include the following:
- 8.7.1 date of loss or accident report (VOLUNTEER DEPARTMENT's report or LGIT report form); and
 - 8.7.2 an invoice for damages; and
 - 8.7.3 proof that deductible is included in the VOLUNTEER DEPARTMENT's policy terms for the date of accident.
- 8.8 Proof of deductible and expenses are required.
- 8.9 Reimbursement of payroll expenses will be allowable for a reasonable amount of time to repair the vehicle from the result of an accident.
- 8.10 The County will only reimburse the VOLUNTEER DEPARTMENT for towing and recovery bills when the expenses were caused by DES personnel.

9. INDEMNIFICATION

- 9.1 . The COUNTY and VOLUNTEER DEPARTMENT shall each be solely responsible for its negligent acts and omissions and the negligent acts and omissions of its employees, agents, officers, members and volunteers in performance of its obligations under this MOU and shall indemnify, save and hold the other party harmless against and from, and reimburse to the extent allowable under Maryland Law, for all liabilities, obligations, damages, fines, penalties, claims, demands, costs, judgments, and expenses, including but not limited to reasonable attorney's fees, which may be imposed upon, incurred or paid by reason of or in connection with any act, omission or negligent acts of the respective party, its employees, agents, officers, members and volunteers in performance of its obligations under this MOU. This obligation to defend and indemnify shall survive termination of this Agreement.

10. AMENDMENT

- 10.1 This MOU may only be amended by a written instrument executed by the PARTIES.

11. TERMINATION

- 11.1 Either party may terminate this Agreement by providing thirty (30) days written notice to the other PARTIES to the Agreement.
- 11.1.1 Notice to the COUNTY shall be directed to the County Administrator with a copy to the Director of Emergency Services.
 - 11.1.2 Notice to the VOLUNTEER DEPARTMENT shall be directed to the VOLUNTEER DEPARTMENT President with copy to the Chief and to the Board of Directors.

12. Duration

This Agreement shall become effective upon execution by the PARTIES. It shall remain in effect until terminated by all but one of the parties executing this Agreement, upon written notice setting forth the date of such termination. Withdrawal by a party hereto shall be made by written notice to the COUNTY and all other parties; such notice shall not terminate the Agreement among the remaining parties.

SIGNATURE PAGES TO FOLLOW

MEMORANDUM OF UNDERSTANDING
by and between
COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND AND
VOLUNTEER DEPARTMENT

CHARLES COUNTY STANDARDIZED EMS MOU

SIGNED EFFECTIVE DATE: Dec 13, 2021

COUNTY COMMISSIONERS OF
CHARLES COUNTY, MARYLAND



Reuben B. Collins, II, Esq., President

Dec 13, 2021

DATE

CHARLES COUNTY DEPARTMENT OF
EMERGENCY SERVICES



Michelle Lilly, Director

Dec 10, 2021

DATE

Potomac Heights Volunteer Fire Department and Rescue Squad Inc.

 *President*

Justin Lucas, President

12-9-21

DATE



Matthew Rogers, Chief

12-9-21

DATE