

MUTUAL AID

FIREFIGHTING AND EMERGENCY MANAGEMENT ASSISTANCE AGREEMENT

This Agreement made and entered into this 5 day of April, 2024 by and between the Commissioners of Charles County, Maryland, body politic and corporate and a political subdivision of the State of Maryland and Westmoreland County, a political subdivision of the Commonwealth of Virginia, a body politic, mutually referred to as "Parties", outlines the terms and conditions under which the Parties will provide and receive mutual aid.

WITNESSETH:

WHEREAS, Va. Code Sections 27-1 and 27-3 and otherwise under Virginia law authorize that firefighters, emergency medical technicians, and their equipment are to go or be sent beyond their territorial limits to assist in responding to any actual or potential emergency resulting from fire, personal injury, or other public disaster; and

WHEREAS, Va. Code Section 44-146.19(0) Virginia Emergency Services and Disaster Law of 2000 authorizes the director of each local organization for emergency services may in collaboration with (i) other public and private agencies within the Commonwealth or (ii) other states or localities within the states, develop or cause to be developed mutual aid arrangements for reciprocal assistance in case of a disaster too great to be dealt with unassisted. Such arrangements shall be consistent with state plans and programs, and it shall be the duty of each local organization for emergency management to render assistance in accordance with the provisions of such mutual aid arrangements; and

WHEREAS, Va. Code Section 44-146.20 and otherwise under Virginia law it is specified that if two or more political subdivisions find that disaster operation plans and programs would be better served by interjurisdictional arrangements in planning, preventing, or responding to disaster in that area, then direct steps may be taken as necessary, including creation of an interjurisdictional relationship, a joint emergency operations plan, mutual aid, or such other activities as necessary for planning and services. Any political subdivision may provide or receive assistance in the event of a disaster or emergency, pursuant to this chapter, under the provisions of any local mutual aid agreement or by the Statewide Mutual Aid program if agreed to by resolution of the governing body; and

WHEREAS, the Maryland Annotated Code, *Public Safety Article*, Sec 14-102 provides for the creation of local organizations for emergency management in the political subdivisions of the State of Maryland and also provides that mutual aid among the political subdivisions with other states in carrying out emergency management functions;

WHEREAS, the Maryland Annotated Code, *Local Government Article*, Section 1-901 authorizes and empowers every County or municipality of this State to "provide materials, services, or other assistance to another political subdivision for a public purpose and for mutual benefit;"

WHEREAS, the Maryland Annotated Code, *Local Government Article*, Section 7-103(a)(6) authorizes and empowers a fire, rescue, or emergency medical services entity may enter and renew a mutual aid agreement with a fire, rescue, or emergency medical services entity of Maryland, Delaware, the District of Columbia, Pennsylvania, Virginia, or West Virginia.

WHEREAS, the Parties hereto maintain equipment and personnel and are both fully capable of fire suppression and emergency management services within their respective jurisdiction, under normal circumstances; and

WHEREAS, the Parties desire to augment fire suppression and emergency management services to their jurisdiction; and

WHEREAS, nothing contained in this Agreement shall compel the Parties to respond to a request for services in another jurisdiction or to continue to provide services in another jurisdiction, for any reason; and

WHEREAS, when a Party elects to respond to a request for assistance, the personnel staffing responding units from another jurisdiction shall not become employees of the Party making the request for the purposes of the Virginia Workers Compensation Act, the Maryland Workers Compensation Act, or any other Act or law; and

WHEREAS, the jurisdictions of the Parties are immediately contiguous thereby facilitating the timely and efficient provision of fire suppression and emergency management services; and

WHEREAS, it is the policy of Westmoreland County and the Commissioners of Charles County to enter into mutual agreements whenever practical; and

WHEREAS, it is deemed mutually sound, desirable, and beneficial for the Parties to render mutual aid assistance to one another according to the terms of this agreement.

NOW THEREFORE, THE PARTIES AGREE THAT:

1. The officially agreed upon request for mutual aid services shall be generated from the requesting jurisdiction 911 Communications Center and accepted by the providing jurisdictions 911 Communications Center. The accepting 911 Communications Center will then contact the appropriate county officials unless an initial response of emergency equipment in certain areas of either Parties jurisdiction is requested and identified by additions to the run assignments in each Parties 911 Communications Center. Appropriately requested apparatus, services, or both will then be dispatched by the providing jurisdiction's 911 Communications Center.
2. The provision of mutual aid pursuant to this agreement shall be in accordance with the adopted administrative and operational procedures and guidelines (e.g. Standard Operating Procedures (SOPs) or Standard Operating Guidelines (SOGs) cooperatively developed and approved by the Parties. In addition, all mutual aid provided pursuant to this agreement shall be in strict compliance with the provisions of the National Incident Management System (NIMS) and the Department of Homeland Security Incident Command System (ICS) model.
3. The provision of mutual aid pursuant to this agreement is voluntary. If the Party, from whom aid is requested, is unable to fulfill the request, they shall immediately inform the requesting Party that aid is unavailable.
4. With the exception of a claim arising out of a malicious or negligent act by the Party providing assistance, each of the Parties agrees to waive any and all claims against the other Party which may arise out of their activities outside their respective jurisdictions under this agreement, and each of the Parties shall indemnify and save harmless the other from all claims by third parties for property damage, personal injury or death which may arise out of the activities of the Parties outside their respective jurisdictions under this agreement. The aforementioned waiver of claims and indemnification is contingent upon each of the Party's agreement to cooperate in defending a claim made by a third party and arising out of this agreement. Failure to cooperate in defending such a claim will void the waiver and indemnification provisions set forth in this paragraph.
5. The various fire suppression and emergency management units of the Parties will respond to a request for mutual aid upon a determination that sufficient equipment and personnel are available to

respond to the mutual aid request without adversely impacting fire suppression and emergency management service in their area of responsibility.


6. The senior official of the responding jurisdiction providing the service shall ensure that responding personnel are provided clear instructions regarding their mission. All mutual aid services provided to this agreement shall be rendered without reimbursement to any Party with the following exceptions:
 - a. Volunteer fire departments shall be entitled to seek reimbursement pursuant to Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. 2210), as amended and Federal Regulations issued hereunder (Title 44 C.F.R., Part 151), as amended for the direct expenses and losses (additional firefighting costs over and above normal operating costs) incurred in fighting fires on property under the jurisdiction of the United States Government.
 - b. Special equipment and/or specialized extinguishment may be expended by the response units of the Parties when providing mutual aid. Special equipment may be expended by the response units of a Responding Jurisdiction providing the service when providing mutual aid for hazardous materials incidents. The Responding Jurisdiction providing the service may seek replacement of the expended equipment with a like type, brand, and quality from the responsible party or spiller as permitted in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601 and 40 C.F.R. 310, *et seq.*), as amended, or otherwise permitted by law.
7. The Parties acknowledge that the acts performed in furtherance of this agreement by fire and emergency personnel and the expenditures made by the Parties shall be deemed conclusively to be for a public and governmental purpose; and that all of the immunities from liability enjoyed by the Parties when acting through their fire and emergency personnel for a public or governmental purpose within its jurisdictional limits shall be enjoyed by the Parties to the same extent when acting, pursuant to lawful authority and/or agreement, beyond the jurisdictional limits of the Parties.
8. The Parties acknowledge that the fire and emergency personnel of the Parties when acting in furtherance of statutory authority or under this agreement beyond the jurisdictional limits of the fire or emergency force for which they are commissioned or employed, have all the immunities from liability and exemptions from laws, ordinances, and regulations. The direction of assistance by the requesting jurisdiction should comport with the National Incident Management System. Parties responding outside of their jurisdictions, and their responders providing the assistance, will be under the general control and direction of the appropriate official designated by the jurisdiction requesting aid.
9. The officers and personnel of the parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's facilities for guided familiarization tours consistent with local security requirements; and as feasible to jointly conduct pre-planning inspections, drills, and training.
10. This agreement supersedes all other mutual aid agreements among the parties.
11. By entering into this Agreement each Party and its "employees," as defined in the Local Government Tort Claims Act, Courts and Judicial Proceedings Article, §§5-301, et seq. of the Maryland Annotated Code, and any similarly applicable Virginia law, do not waive sovereign immunity, do not waive any defenses, any limitations of liability as may be provided for by law, or any provision of the Local Government Tort Claims Act, and any similarly applicable Virginia law.

12. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of this Agreement to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations in this Agreement without the written consent of the parties and notwithstanding concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Agreement.
13. No elected official, appointed official, employee, servant, agent or law enforcement officer shall be held personally liable under this Agreement and any extension or renewals thereof provided they are acting within the course and scope of their employment or governmental duties and responsibilities.
14. Each Party's financial obligations, if any, under this Agreement are contingent upon sufficient appropriations and authorization being made by the Party for the performance of this Agreement. The Party's decision as to whether sufficient appropriations are available shall be accepted by the other Party to this Agreement and shall be final.
15. If any portion of this Agreement is found to be unconstitutional, illegal, null or void, by a court of competent jurisdiction, it is the intent of the Parties to sever only the invalid portion or provision, and that the remainder of the Agreement shall be valid, unless deletion of the invalid portion would defeat the clear purpose of the Agreement, or unless deletion of the valid portion would produce a result inconsistent with the purpose and intent of the Parties.
16. The Parties agree that the above writing constitutes the entire agreement between them concerning this matter and that there are no understandings, promises or arrangements binding either Party that have not been written in this Agreement. The Parties further agree that this Agreement can be amended only by written agreement signed by both Parties.
17. If any conflict or dispute arises from this Agreement requiring adjudication, the laws of the requesting party shall govern interpretation of the Agreement and venue shall rest in the courts of the state of the requesting party.
18. This agreement shall become effective upon the date first written above after execution by the Parties and shall remain in full force and effect until sixty (60) day written notice of cancellation is provided by one Party to the other.


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the preceding date.

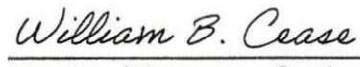
Charles County, Maryland


Westmoreland County, Virginia

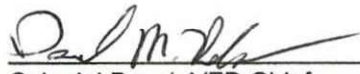
By: 
Reuben B. Collins, II, Esq.
Commissioner President

By: 
W. Benjamin Prescott
County Administrator

By: 
Michelle Lilly (Apr 5, 2024 11:43 EDT)
Director of Emergency Services
Michelle L. Lilly


By: 
Director of Emergency Services
William B. Cease


By: 
Mark A. Kaufmann, Jr. (Apr 5, 2024 11:37 EDT)
Volunteer Fire Chief
Mark Kaufmann, Jr.

By: 
Colonial Beach VFD Chief
David M. Robey

APPROVED AT TO FORM:

APPROVED AS TO FORM:

By: 
County Attorney
E. Wesley Adams, Esq.
Charles County, Maryland

By: 
County Attorney
Richard Stuart, Esq.
Westmoreland County, Virginia