

**DEPARTMENT OF THE NAVY  
NAVAL DISTRICT WASHINGTON  
WASHINGTON, DC 20374-5161**

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**MUTUAL AID AGREEMENT  
BETWEEN  
COMMANDANT NAVAL DISTRICT WASHINGTON  
1343 DAHLGREN, SE, BLDG 1, WASHINGTON NAVY YARD, DC 20374**

**AND  
CHARLES COUNTY GOVERNMENT  
200 BALTIMORE STREET  
LA PLATA, MD 20646**

**FOR THE PROVISION OF FIREFIGHTING AND EMERGENCY MEDICAL SERVICES  
ASSISTANCE**

**ON BEHALF OF  
COMMANDING OFFICER  
NAVAL SUPPORT ACTIVITY SOUTH POTOMAC**

Subj: MUTUAL AID AGREEMENT

**WHEREAS**, this Mutual Aid Agreement (hereinafter, the "Agreement") is made and entered into this 18<sup>th</sup> day of March, 2018 by and between Commandant, Naval District Washington, ("CNRNDW"), on behalf of the Commanding Officer, Naval Support Activity South Potomac (NSASP) and the Charles County, MD Government, for firefighting assistance and other related emergency assistance. NSASP is a component of NDW, which is comprised of multiple installations in several states and jurisdictions in this case Naval Support Facility (NSF) Indian Head and NSF Dahlgren.

**WHEREAS**, each of the Parties hereto maintains equipment and personnel for the response and mitigation of emergency incidents occurring within areas under their respective jurisdictions, and

**WHEREAS**, the Parties hereto desire to prevent the loss of life and property by providing mutual emergency response capabilities available in their respective jurisdictions, and

**WHEREAS**, the lands or districts comprising the respective jurisdictions of the Parties are adjacent or contiguous to one another such that the rendering of mutual assistance between the Parties in response to an emergency incident is feasible, and

one another, in order to prevent the loss of life and property within the civilian community and NSASP and outlying facilities.

**NOW, THEREFORE, BE IT AGREED THAT:**

1. Pursuant to 42 U.S.C. §1856a, DODI 6055.06, and OPNAVINST 11320.23G, the Parties enter into an Agreement to provide personnel and equipment required for the protection of life and property from fire, and emergency response services including emergency medical services (EMS), hazardous material response, and technical rescue events within the scope of services provided by each department.
2. On request to a representative of the NDW Region Dispatch Center (RDC) by a representative of the Charles County Fire & EMS Communications Center, equipment and personnel of the NDW Fire & EMS will be dispatched to any point within the area for which Charles County normally provides protection of life and property from fire, and emergency response services including EMS, advanced life support, confined space rescue, surface water rescue, hazardous material incident, or other technical rescue response as designated by the representatives of the Charles County Department of Emergency Services.
3. On request to a representative of the Charles County Fire & EMS Communications Center by a representative of the NDW RDC, equipment and personnel of the Charles County Department of Emergency Services and/or Charles County Volunteer Fire and EMS Association will be dispatched to any point within the jurisdiction of NDW NSASP for protection of life and property from fire, and emergency response services including EMS, advanced life support, confined space rescue, surface water rescue, hazardous materials incident response, or other technical rescue response as designated by the representatives of NDW.
4. The requesting and rendering of assistance from one Party to the other under the terms of this Agreement shall be accomplished in accordance with detailed operational plans and procedures, which shall be developed by each of the Parties. The technical heads of each Party's Fire Department shall work together to implement such plans and procedures in a manner compatible with the operational authorities of each. In the absence of more specific procedures, the Parties will generally proceed as follows:
  - a. The senior officer on duty of the Party receiving a request for assistance from the respective dispatch or emergency communications center shall take the following actions:
    - (1) Immediately determine if the requested apparatus and personnel are available to respond to the call for assistance.
    - (2) In accordance with the terms of this Agreement, forthwith deploy such apparatus and personnel, along with instructions as to their mission, use and deployment, in quantities and amounts as in the judgment of the senior officer receiving the call can be provided to the requesting Party without jeopardizing the mission of the Party providing such resources.
  - b. The senior officer of the Party requesting assistance shall normally assume full charge of the operations at the scene of the fire or other emergency. However, under procedures agreed to by the technical heads of the Parties involved, a senior officer of the Party furnishing the assistance may assume responsibility for the coordination of the overall operations at the scene of the fire or other emergency.
  - c. The Parties agree to share communication capabilities, as feasible, for interoperability functions during mutual aid assistance and training.
5. The rendering of assistance under the terms of this Agreement shall not be mandatory.

a. The Party receiving a request for assistance shall endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.

b. Neither Party shall hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire suppression and hazardous material incident response needed within their own jurisdictions.

6. As required by Federal law as a condition precedent to entering into this Agreement, the Parties hereby waive all claims against the other Party for compensation of any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.

7. Independent of, and in addition to, any provisions of this Agreement, Commanding Officer, NSASP in consultation with CNRNDW, is authorized and has the discretion to render disaster relief or emergency assistance to preserve life and property in the vicinity of a DoD installation, when in the opinion of the installation commander, the assistance is in the best interest of the United States. This includes immediate response authority where, in response to a request for assistance from a civil authority, under imminently serious conditions and if time does not permit approval from higher authority, federal military commanders, heads of DoD Components, and responsible civilian officials may provide an immediate response by temporarily employing the resources under their control, subject to any supplemental direction provided by higher headquarters, to save lives, prevent human suffering, or mitigate great property damage within the United States. 42 U.S.C. §§ 5121-5206; DoD 3025.1-M.

#### **TRAINING:**

1. Whenever either Party hosts fire and emergency services training ("Host Department") it may, to the maximum extent practicable and subject to its sole discretion, offer to provide the same training to members of the other Party ("Guest Department").

2. The Host Department will not charge the Guest Department for any training provided under the terms of this Agreement, unless it is a cost that cannot be covered by the Host Department such as, cost per student or cost of a certificate.

3. The Guest Department will be solely responsible for the payment of any and all costs necessary for their personnel to attend any training provided by the Host Department including, but not limited to, lodging, meals and travel.

4. The Guest Department is responsible for ensuring that its members observe all training rules, regulations, and guidelines provided by the Host Department. Neither Party shall hold the other Party liable or at fault for damage or injury incurred during joint training activities.


5. The Host Department reserves the right to deny training to any member who does not meet the prerequisites necessary to attend the training under the terms of this Agreement.


#### **EXECUTION OF THIS AGREEMENT:**

This Agreement shall become effective upon the date of the last signature to this Agreement, and shall remain in full force and effect no more than six years from the effective date or until cancelled by mutual

agreement of the Parties, or upon the provision of at least 60 days advance written notice from either Party desiring to terminate this Agreement. Upon becoming effective, this Agreement shall supersede all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this to the Agreement on the respective dates under each signature. Charles County, MD Government through its governing body signing by and through its Signing Official authorized to execute same by Governing Body action on the 5<sup>th</sup> day of March, 2019 and the Department of Navy signing by the Regional Commander, for Naval Support Activity South Potomac duly authorized to execute same on the 15<sup>th</sup> day of March, 2019.

  
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REUBEN B. COLLINS, II, Esq.  
President  
County Commissioners of Charles County

 3/15/2019  
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T. F. MCGUIRE  
Executive Director  
Naval District Washington

Copy to: W. D. Stephens, Director, Dept. of Emergency Services  
Mark Kaufman, Chief, CCVFIRE/EMS Assoc.