

MUTUAL AID FIREFIGHTING AND EMERGENCY MEDICAL SERVICES ASSISTANCE AGREEMENT

This agreement made and entered into this 28 day of February 2012 by and between the County Commissioners of Charles County Maryland, a political subdivision of the State of Maryland ("Charles County"), and King George County, a political subdivision of the Commonwealth of Virginia, both bodies politic, mutually referred to as ("Parties") outlines the terms and conditions under which the parties will provides 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 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(D) 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 Public Safety Code, Annotated Sec 14-102 (2009) provides for the creation of local organizations for civil defense and disaster preparedness in the political subdivision of the State of Maryland and also provides that mutual aid among political subdivisions of the State may be rendered to carry out civil defense and disaster preparedness functions; and

WHEREAS, Maryland Code Annotated, §7-101 et. seq., authorizes and empowers the County Commissioners of Charles County, Maryland to enter into a mutual aid agreement with King George County, Virginia to provide for mutual aid for a fire, rescue or emergency medical services entity in time of need; and

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

WHEREAS, the parties desire to augment fire suppression provide rescue services, and emergency medical 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; and

WHEREAS, the jurisdictions of the parties are immediately contiguous thereby facilitating the timely and efficient provision of fire suppression, rescue services, and emergency medical services; and

WHEREAS, it is the policy of King George County and 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 party's jurisdiction is requested and identified by additions to the run assignments in each party's 911 Communications Center. Appropriately requested apparatus and or services will then be dispatched by the providing jurisdictions 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. In the event the party, from whom aid is requested, is unable to fulfill the request, they shall immediately inform the requesting party that aid is unavailable.

With the exception of a claim arising out of a malicious or negligent act by the party providing assistance, each of the parties hereto 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 hereto shall indemnify and save harmless the other party 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 parties 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.

4. The various fire suppression, rescue services and emergency medical 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, rescue service and emergency medical service in their area of responsibility.
5. Emergency medical services shall include both basic and advanced life support services/apparatus.
6. Ambulances shall not be utilized on mutual aid for the purpose of inter-hospital transports.
7. The senior official of the responding unit(s) shall ensure that responding personnel are provided clear instructions regarding their mission.
8. 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.
 - c. Patients who are provided emergency medical transport services from the requesting jurisdiction which shall include advanced life and basic life support; may be billed for said services under the established, and amended billing rate, policies and procedures of the providing jurisdiction.
10. The parties acknowledge that the acts performed in furtherance of this agreement by fire, rescue 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, rescue and emergency personnel for a public or governmental purposed 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.

11. The parties acknowledge that the fire, rescue and emergency personnel of the parties when acting in furtherance of statutory authority or under this agreement beyond the jurisdictional limits of the fire, rescue or emergency force for which they are commissioned or employed, have all the immunities from liability and exemptions from laws, ordinances and regulations, and have all of the pension, relief, disability, workmen's compensation and other benefits within the jurisdictional limits of the fire, rescue and emergency force for which they are commissioned or employed.
12. The senior on-scene officer of the requesting entity shall exercise full command for operations within their respective jurisdiction. The responding personnel shall remain under the command of the senior responding officer and shall work as a unified company and shall not be split apart during the emergency operations unless determined necessary by the senior responding officer. The senior responding officer shall be defined as being from the party providing the assistance. The officer-in-charge of the entity providing mutual aid shall coordinate all response activities with the senior on-scene officer of the requesting entity.
13. 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.
14. This agreement supersedes all other mutual aid agreements among the parties.
15. This agreement shall become effective upon 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 party.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first written above.

Charles County, Maryland

King George County, Virginia


Commissioner President


Administrator


Director of Emergency Services

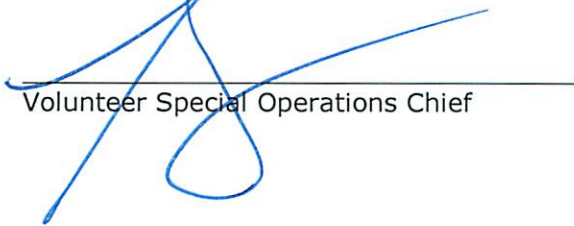
APPROVED AS TO FORM:



Volunteer Fire Chief

Matthew Britton
County Attorney
King George County


Volunteer EMS Chief


Volunteer Special Operations Chief