

MUTUAL AID FIREFIGHTING, EMERGENCY MEDICAL SERVICES, HAZARDOUS MATERIALS AND SPECIAL OPERATIONS ASSISTANCE AGREEMENT

This agreement made and entered into this 5th day of May, 2010, by and between Charles County, Maryland and Prince George's County, Maryland outlines the terms and conditions under which the parties will provide and receive mutual aid.

WITNESSETH:

WHEREAS, the Maryland Public Safety Code, Annotated, Sec 14-102 (2010) provides for the creation of local organizations for civil defense and disaster preparedness in the political subdivisions of the State of Maryland and also provides that mutual aid among the political subdivisions of the State may be rendered to carry out civil defense and disaster preparedness functions; and

WHEREAS, the Maryland Annotated Code, Article 23A, Section 8C (2010), authorizes and empowers every municipality of this State "to lend or provide, upon such terms as may be agreed upon, the use of tools, vehicles, implements, materials, consultants, services, and other assistance to another political subdivision for purposes deemed to be public and of benefit to the municipal corporation and the other political subdivision;" and

WHEREAS, the parties hereto maintain equipment and personnel to provide fire suppression, emergency medical, hazardous materials and special operations response services within their respective jurisdiction; and

WHEREAS, the parties desire to augment fire suppression, emergency medical, hazardous materials and special operations protection to their jurisdiction; and

WHEREAS, the jurisdictions of the parties are immediately contiguous thereby facilitating the timely and efficient provision of fire suppression, emergency medical, hazardous materials and special operations response services; and

WHEREAS, it is the policy of Prince George's County, Maryland and the Charles County, Maryland to enter into mutual aid 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, IT IS AGREED THAT:

1. The officially agreed upon request for mutual aid services shall be generated from the requesting jurisdictions 911 Communications Center and accepted by the providing jurisdictions 911 Communications Center. Appropriately requested mutual aid apparatus and or services will then be dispatched from the providing jurisdictions 911 Communications Center.
2. The provision of mutual aid pursuant to this agreement shall be in accordance with 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.
4. That 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 or personal injury which may arise out of the activities of the parties outside their respective jurisdictions under this agreement.
5. The various fire suppression, emergency medical, hazardous materials and special operations incident response units of the parties will respond to a request for mutual aid when deemed appropriate by the senior official of the responding unit(s) upon a determination that sufficient equipment and personnel are available to respond to the mutual aid request without adversely impacting fire suppression, emergency medical, hazardous materials and special operations response services in their area of responsibility.
6. Emergency medical services shall include both basic and advanced life support services/apparatus.
7. It is mutually agreed upon by both parties that ambulances shall not be utilized on mutual aid for the purpose of inter-hospital transports.
8. The senior official of the responding unit(s) shall ensure that responding personnel are provided clear instructions regarding their mission.
9. All mutual aid services provided pursuant 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 direct expenses and losses (additional fire fighting costs over and above normal operating costs) incurred in fighting fires on property under the jurisdiction of the United States Government.
 - b. Special equipment may be expended by the response units of the parties when providing mutual aid for hazardous materials incidents. The responding party 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).
 - 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 senior on-scene officer of the requesting entity shall exercise full command for operations within their respective jurisdiction. 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.
11. The Prince George's County & Charles County hazardous materials and special operations response unit(s) will respond only to individual incidents of need and only when specifically requested pursuant to the terms of this agreement.

12. 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.
13. This agreement shall become effective upon execution by the parties, and shall remain in full force and effect until sixty (60) days 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


Wayne Cooper, President

Prince George's County, Maryland


Ralph Moultrie, Chief Administrative
Officer

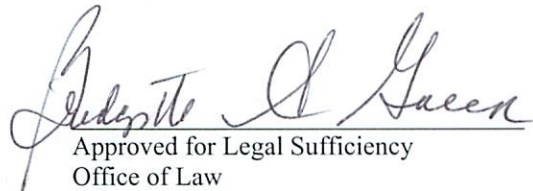
Charles County Department of Emergency Services


William Stephens, Director

Prince George's County Fire/EMS
Department


Eugene Jones, Fire Chief


Duane Svites, Volunteer Fire Chief


Approved for Legal Sufficiency
Office of Law


Ronnie Burns, Volunteer EMS Chief


Jonathan Mattingly, Volunteer Special Ops Chief