

MEMORANDUM OF UNDERSTANDING

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

This **MEMORANDUM OF UNDERSTANDING** made and entered into this 20th day of May, 2015 by and between Charles County, Maryland, and St. Mary's County, Maryland, outlines the terms and conditions under which the parties will provide and receive mutual aid.

WITNESSETH:

WHEREAS, the Maryland Annotated Code, *Public Safety Article*, Sec 14-102 (2009) 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;

WHEREAS, the Maryland Annotated Code, *Local Government Article*, Section 1-901 (2013) 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 parties hereto maintain equipment and personnel to provide fire suppression, emergency medical, hazardous materials and special operations response services within their respective Jurisdiction;

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

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;

WHEREAS, officials of Charles County and St. Mary's County (collectively referred to as the "Jurisdictions," singly, either may be referred to as a "Jurisdiction") are aware that from time to time emergency situations may develop at locations and at times in their respective Counties when assistance from neighboring emergency services agencies may enhance the rendering of prompt, effective and professional services to the public in order to promote the health, safety and general welfare of the public;

WHEREAS, it is the policy of the governing bodies of Charles County Maryland and St Mary s 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 Memorandum of Understanding

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein the parties hereto agree as follows

- 1 For the purposes of this Memorandum of Understanding Requesting Jurisdiction shall mean that Jurisdiction that pursuant to this Memorandum of Understanding makes a request of the other jurisdiction for emergency assistance Responding Jurisdiction shall mean that Jurisdiction pursuant to this Memorandum of Understanding that provides assistance to the Requesting Jurisdiction
- 2 A request for mutual aid assistance shall be generated from the Requesting Jurisdiction s 911 Communications Center and accepted by the Responding Jurisdiction s 911 Communications Center Subject to the terms of this Memorandum of Understanding appropriate requested mutual aid apparatus and services will then be dispatched from the Responding Jurisdiction s 911 Communications Center
- 3 The provision of mutual aid pursuant to this Memorandum of Understanding shall be in accordance with adopted administrative and operational procedures and guidelines including without limitation Standard Operating Procedures (SOPs) or Standard Operating Guidelines (SOGs) cooperatively developed and approved by the parties All mutual aid provided pursuant to this Memorandum of Understanding 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
- 4 The provision of mutual aid pursuant to this Memorandum of Understanding is voluntary
- 5 The various fire suppression emergency medical hazardous materials and special operations incident response units of a Responding Jurisdiction will respond to a request for mutual aid when deemed appropriate by the senior official of the Responding Jurisdiction providing the service 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 the Responding Jurisdiction

- 6 In the event the party from whom aid is requested may not fulfill the request the requested Responding Jurisdiction shall immediately inform the Requesting Jurisdiction that aid is unavailable
- 7 Emergency medical services may include both basic and advanced life support services/apparatus
- 8 Ambulances shall not be utilized pursuant to this Memorandum of Understanding for the purpose of inter hospital transports
- 9 Each of the parties hereto shall indemnify and save harmless the other party from claims by third parties for property damage or personal injury arising from the negligence of the indemnifying party Each of the parties hereto agrees to waive any other claim it may have against the other party which may arise out of that party's activities outside its jurisdiction under this Memorandum of Understanding
- 10 The senior official of the Responding Jurisdiction providing the service shall ensure that responding personnel are provided clear instructions regarding their mission
- 11 All mutual aid services provided pursuant to this Memorandum of Understanding 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
 - b 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
 - c Patients who are provided emergency medical transport services from the Responding Jurisdiction providing the service which may 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 Responding Jurisdiction providing the service


- 12 The senior on scene officer of the responding jurisdiction providing the service shall exercise full command for operations within the Requesting Jurisdiction and coordinate all response activities with the senior on scene officer of the requesting entity
- 13 The Charles County and St Mary s 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 Memorandum of Understanding
- 14 The officers and personnel of the parties to this Memorandum of Understanding 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
- 15 This Memorandum of Understanding 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
- 16 By entering into this Memorandum of Understanding each County and its employees as defined in the Local Government Tort Claims Act §§5 301 *et seq* of the Courts and Judicial Proceedings Article 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
- 17 It is specifically agreed between the parties executing this Memorandum of Understanding that it is not intended by any of the provisions of this Memorandum of Understanding to create in the public or any member thereof third party beneficiary status in connection with the performance of the obligations herein 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 Memorandum of Understanding
- 18 No elected official appointed official employee servant agent or law enforcement officer shall be held personally liable under this Memorandum of Understanding and any extension or renewals thereof provided they are acting within the course and scope of their employment or governmental duties and responsibilities
- 19 Each County s financial obligations if any under this Memorandum of Understanding are contingent upon sufficient appropriations and authorization

being made by the County for the performance of this Memorandum of Understanding. The County's decision as to whether sufficient appropriations are available shall be accepted by the other party or parties to this Memorandum of Understanding, and shall be final.

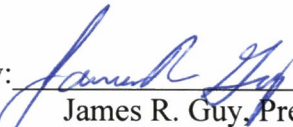
20. In the event any portion of this Memorandum of Understanding is found to be unconstitutional, illegal, null or void, by a court of competent Jurisdiction, it is the intent of the parties to sever only the invalid portion or provision, and that the remainder of the Memorandum of Understanding shall be valid, unless deletion of the invalid portion would defeat the clear purpose of the Memorandum of Understanding, or unless deletion of the valid portion would produce a result inconsistent with the purpose and intent of the parties in entering into this Memorandum of Understanding.
21. The parties hereto agree that the above writing constitutes the entire agreement between them concerning this matter and that there are no understanding, promises or arrangements binding either part hereto that have not been written herein. The parties further agree that this Agreement can be amended only by written agreement signed by the parties hereto.
22. This Memorandum of Understanding shall be governed by the laws of Maryland, without giving effect to its choice of law provisions, and any action brought by or between the parties shall vest Jurisdiction and venue exclusively in the Courts located in Maryland.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by a duly authorized representative by their hands as of the day and year first above written.

**County Commissioners of
Charles County**

By: 
Peter F. Murphy, President

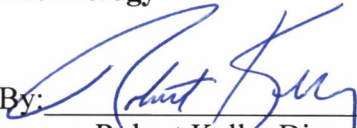
**Board of County Commissioners
of St. Mary's County**

By: 
James R. Guy, President

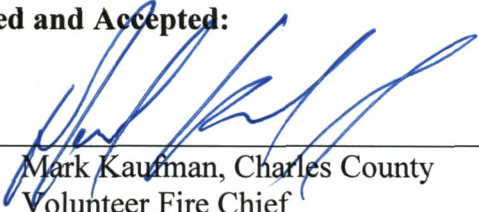
**Charles County Department of Emergency
Services**

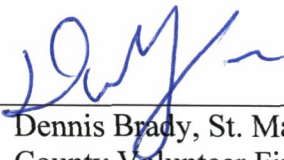
By: 
William Stephens, Director

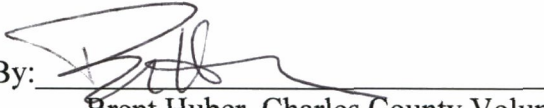
**St. Mary's County Department of
Emergency Services and
Technology**

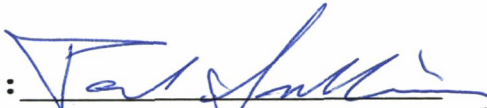
By: 
Robert Kelly, Director


Agreed and Accepted:

By: 
Mark Kaufman, Charles County
Volunteer Fire Chief

By: 
Dennis Brady, St. Mary's
County Volunteer Fire Chief

By: 
Brent Huber, Charles County Volunteer
Emergency Medical Service Chief

By: 
Paul Sullivan, St. Mary's
County Rescue Chief

By: 
Doug Hutchins, Charles County
Volunteer Special Operations Chief

Approved as to Form
and Legal Sufficiency:



George R. Sparling
County Attorney