

Resolution No.: 15-1533  
Introduced: June 27, 2006  
Adopted: July 11, 2006

**COUNTY COUNCIL  
FOR MONTGOMERY COUNTY, MARYLAND**

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By: Council President at the request of the County Executive

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**SUBJECT:** Approval of a Mutual Aid Agreement between Montgomery County and the National Institutes of Health

**Background**

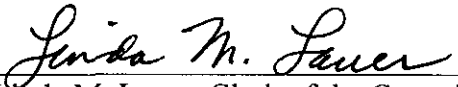
1. The Montgomery County Fire and Rescue Service seeks the Council's approval of a mutual aid agreement with the National Institutes of Health (NIH).
2. Md. Code, Public Safety Article, §7-104 authorizes the County to enter into a mutual aid agreement with the federal government regarding fire, rescue, and emergency medical services.
3. NIH maintains equipment and personnel for fire suppression, rescue, emergency medical, and hazardous materials response services within its jurisdiction.
4. The County seeks to augment its fire, rescue, and emergency medical services.
5. It is feasible and desirable that the County and NIH provide mutual assistance regarding fire, rescue, and emergency medical services.
6. The Federal Emergency Management Agency (FEMA), Policy No. 9523.6, authorizes the reimbursement of costs associated with emergency services provided when a pre-event written agreement exists between the requesting and providing entities.
7. The County Attorney's Office believes that the Mutual Aid Agreement (MAA) attached as Appendix I is sound, desirable, practicable, and beneficial for the County.

**Action**

*The County Council for Montgomery County, Maryland approves the following resolution:*

1. The Council approves the attached MAA, which is made a part of this resolution.
2. The Council authorizes the County to request, provide, and receive mutual aid under the circumstances and to the extent specified in the MAA.

This is a correct copy of Council action.

  
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Linda M. Lauer, Clerk of the Council

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

NATIONAL INSTITUTES OF HEALTH

AND THE

MONTGOMERY COUNTY FIRE AND RESCUE SERVICES

MUTUAL AID AGREEMENT FOR EMERGENCY RESPONSES

THIS AGREEMENT, is made and entered into this 9 day of April, 2004, by and between the Montgomery County Fire and Rescue Services, Montgomery County, Maryland ("County") and the National Institutes of Health ("NIH"). For the purposes of this Memorandum of Understanding, the NIH Bethesda campus is defined as the federal property, occupying approximately 308 acres, accessed and bordered by Old Georgetown Road to the west, Rockville Pike to the east and Cedar Lane to the north.

WITNESSETH:

WHEREAS, each of the parties maintains equipment and personnel for the purpose of providing emergency services for fire fighting and rescue activities within its own areas, and

WHEREAS, the parties desire to augment the emergency response services available in their respective areas, and

WHEREAS, Article 38A, Section 38, Annotated Code of Maryland and 42 U.S.C. Section 1856a, *et seq.*, authorize mutual aid agreements between the County and federal government for the provision of fire fighting or rescue activities on property under the jurisdiction of the United States and the State of Maryland; and

WHEREAS, it is the policy of the undersigned to conclude these agreements wherever practicable, and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this agreement to render assistance to one another in accordance with these terms;

THEREFORE BE IT AGREED THAT:

1. Whenever it is deemed advisable by the senior officer or employee in charge of the

National Institutes of Health Fire Department or the County's senior fire officer to request fire, rescue, emergency medical or hazardous materials response assistance under the terms of this agreement, that officer or employee is authorized by this agreement to so request assistance.

2. The senior officer or employee in charge of the National Institutes of Health Fire Department or the County's senior on-duty fire officer receiving the request shall forthwith take the following actions:

- a. Immediately determine if apparatus and personnel can be spared in response to the request;
- b. Determine what apparatus and personnel might be most effectively dispatched; and,
- c. Forthwith dispatch such apparatus and personnel as, in the judgement of the senior officer or employee receiving the call, should be sent, with complete instructions as to their mission, in accordance with the terms of this agreement.

3. The rendering of assistance under the terms of this agreement shall be in accordance with detailed plans and procedures of operations agreed to by and between the parties.

4. It is the understanding of the parties that the rendering of assistance under the terms of this agreement shall not be mandatory; however, either party receiving a request for assistance shall immediately inform the requesting service if, for any reason, assistance cannot be rendered.

5(a). As required by State law, it is agreed that the County may seek reimbursement from the appropriate federal authority for all or part of the costs incurred in furnishing services under this agreement on property under the jurisdiction of the United States, pursuant to applicable federal law, including Section 11 of the Federal Fire Prevention and Control Act of 1974, as amended (15 U.S. Code § 2210, *et seq.*) and the Federal regulations issued thereunder (Title 44 Code of Federal Regulations Part 151) which authorize reimbursement of all or part of the direct expenses and direct losses incurred in furnishing fire protection on federal property involved.

5(b). Section 5(a) shall not be applicable to fire protection provided to the National Institutes of Health by the Bethesda Fire Department Station No. 20, in accordance with the agreement dated July 11, 1956, between the Public Health Service (PHS) and the Bethesda Fire Department ("Subject Agreement"). The parties acknowledge that the County is not a party to the Subject Agreement.

6. The senior operational officer or employee of the fire/rescue department of the requesting service shall assume full charge of the operations. However, under procedures agreed to between the fire and rescue departments involved, a senior officer or employee of the department furnishing the assistance may assume responsibility for the coordination of the overall operation.

7. The various officers and personnel of the parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's facility for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-emergency planning inspections and drills.
8. Each party agrees to waive all claims against the other party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this agreement.
9. Each party agrees to indemnify and save harmless the other party to this agreement from all claims by third parties for property damage or personal injury that may arise out of the activities of the other party to this agreement, within the limitations permitted by applicable federal and state laws. Notwithstanding the foregoing, the parties recognize that NIH's ability to indemnify any party is restricted by the Antideficiency Act, 31 U.S.C. § 1341, and the Adequacy of Appropriation Act, 41 U.S.C. § 11.
10. Should disagreement arise on the interpretation of the provisions of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation to the disagreement to respective higher officials for appropriate resolution.
11. This agreement is subject to the availability of funds.
12. This agreement may not be enforced until adopted and approved by the Montgomery County Council pursuant to Maryland Annotated Code, Criminal Procedures Art., § 2-105(b) and Montgomery County Code, § 2-17(d). The Montgomery County Council must approve any amendments, revisions, or renewals of this agreement. Montgomery County will provide notice to the NIH of the approval or disapproval of this agreement by the Montgomery County Council.
13. This agreement may be terminated by either party, upon 30 days written notice when deposited in the United States Postal Service.

14. It is agreed that the National Institutes of Health, Bethesda Maryland, shall be entitled to seek reimbursement from the appropriate local and state authority for all or any part of direct expenses and losses (additional fire fighting costs over and above the normal operating costs) incurred on furnishing fire protection on property which is under the jurisdiction of the Montgomery County Fire and Rescue Services, pursuant to applicable state and local law and subject to available funds and appropriation.

IN WITNESS THEREOF, the parties have executed this agreement in the State of Maryland, on the day and year first above written.

DATE: MAR 31 2004

APPROVED: Shirl A Eller  
Shirl Eller  
Acting Director  
Office of Research Services  
National Institutes of Health

DATE: Apr 9, 2004

APPROVED: Gordon A. Aoyagi  
Gordon A. Aoyagi  
Fire Administrator  
Montgomery County Fire and  
Rescue Services

APPROVED AS TO FORM AND LEGALITY.  
Montgomery County Attorney's Office

By: Buradette H. Fausch April 9, 2004