

**MEMORANDUM OF AGREEMENT
REGARDING
WILDERNESS SEARCH AND RESCUE SERVICES FOR CUMBERLAND COUNTY**

This Memorandum of Agreement (“MOA”) is made on this ____ day of _____, 2024, by and between the **CUMBERLAND COUNTY**, a county duly authorized and existing under the laws of the State of Maine (hereinafter “County”) and **Wilderness Rescue Team** (hereinafter the “Team”), a non-profit corporation organized under the laws of the State of Maine (collectively the “Parties”).

Whereas, the Federal Emergency Management Agency (“FEMA”) has identified Mass Search and Rescue as a core capability within the National Preparedness Goal and the National Planning Framework for local emergency management agencies; and

Whereas, the County, through its Emergency Management Agency (“CEEMA”) has identified significant gaps in resources at the municipal or county level in meeting this core capability, as outlined in CEEMA’s Capabilities Assessment and Gap Analysis dated August, 2021; and

Whereas, CEEMA wishes to establish a mechanism to provide mass search and rescue services during routine and major emergencies impacting the County; and

Whereas, the Team specializes in providing mass search, technical rescue and medical services, and wishes to provide such services in support of CEEMA’s mission;

Now, Therefore, The Parties Agree as Follows:

1. Description of Services. The County and the Team enter into this MOA in good faith to formalize the relationship between the Parties in order to foster an efficient and cohesive program for the provision of mass search and rescue services to further the mission of CEEMA. The following are representative examples, but not intended to be an exhaustive list, of the principal tasks the Team might be called upon by CEEMA to accomplish (hereinafter referred to as the “Services”):
 - a. Searching of wilderness and wilderness-adjacent areas for missing persons and/or objects.
 - b. Provide technical rescue services in response to emergencies requiring that expertise.
 - c. Provide medical services as part of or separate from the above tasks as licensing allows.
 - d. Provide preventative Mass Search education.
 - e. Modify existing Team policies and procedures (e.g. hour tracking, onboarding, etc) to better accommodate the needs of the National Incident Management System and/or CEEMA’s policies and procedures.

The following are representative examples, but not intended to be an exhaustive list, of the principal supports CEEMA will provide to the Team:

- a. A secure, centralized staging location for Team assets.
 - b. Opportunities to apply for grant and funding opportunities through County, State and Federal mechanisms.
 - c. Guidance and assistance with Team management, development and integration into County response systems.
2. Deployment. The Services outlined in Section 1 above may be deployed by the Team upon request of the CEEMA Director (and/or designee), or by the Cumberland County Regional Communications Center at the request of the Local Emergency Management Director of a municipality within Cumberland County (or designee), provided that

the CCEMA Director is notified as soon as practical thereafter. Deployment of the Team may occur at any time, day or night, including weekends and/or holidays including 24/7 continuous service. The Team shall provide a single point of contact for requests to be made at any time by a designated representative of CCEMA. The Team shall provide notification to CCEMA of any requests for service that would impede the Team's availability.

Upon request for deployment, the Team agrees to have its members en route to the designated location within 90 minutes from the time it receives the official deployment request.

Team Members. Team members who are deployed must be in good standing with the Team, as determined by the Team, and up to date on all requisite training, licensing and permitting. Deployed Team members must abide by all federal, state and local laws. All members of the Team who are deployed will be properly identified by uniform and/or identification card with photo. The Team will only deploy members upon receipt and under the terms of the official deployment request as described in Section 2.

All members deployed by the Team shall be volunteers of the Team. While engaged in the performance of the Services, members of the Team shall be considered "called and employed for assistance" as set forth in Section 784-A of Title 37-B of the Maine Revised Statutes, and may be considered employees of the State of Maine for purposes of immunity from liability and workers compensation. In no event shall members of the Team be deemed employees of the County for any purpose.

3. Equipment. While providing services, the Team may utilize predetermined County facilities and equipment (including deployable disaster assets, administrative items and common office supplies). County facilities may be used as administrative, storage and training space as available.

Equipment procured with County funds or through County acquired grant opportunities will remain the property of Cumberland County. The Team will provide CCEMA inventories of accountable property in accordance to County Policy and/or individual grant requirements.

The Team shall provide to CCEMA all financial and administrative information (e.g. by-laws, rosters, receipts, etc) when requested. In addition, the Team shall track and report volunteer hours to CCEMA monthly. These hours shall not be used by the Team in its execution of grants or other obligations without the express consent of CCEMA.

4. Governing Law & Disputes. This MOA shall be governed by and constructed in accordance with the laws of the State of Maine as interpreted by Maine courts, without regard to its conflicts of laws principles. However, the Parties may attempt to resolve any dispute arising under this Agreement by any mutually accepted means of dispute resolution. In the event any issue arises under the MOA regarding the rights and responsibilities of the Parties, they shall meet and attempt in good faith to resolve any such dispute before it is brought to any other forum.
5. Hold Harmless/Indemnification. The Team will hold harmless and indemnify the County against any and all claims arising from the services provided under this MOA, including, but not limited to, claims for damages, costs, including but not limited to all costs of defense and reasonable attorney's fee, losses, discrimination, failure to make accommodation, personal injury or wrongful death, and all employment-related claims, including, but not limited to, discrimination, retaliation or harassment claims or on the job injury claims arising in any way whatsoever from Services provided under this MOA, but excluding claims arising directly from the gross negligence of the County or its officials and employees.

6. Claims Process/Insurance. All general liability claims arising from the services provided under this MOA, relating to the use of county resources will be the responsibility of the Team. The Team agrees to address claims made against it by retaining legal counsel as outlined in the Team’s bylaws and/or the maintenance of insurance policies of the kind customary for the Services to be provided under this MOA. The team shall provide a Certificate of any such insurance upon request of the County.
7. Headers for Convenience Only. The headers used in this MOA are for convenience of reference only, and shall not be used to interpret the meaning of the provisions hereof.
8. Amendment or Modification. No amendment or modification of this MOA will be binding unless evidenced by an agreement in writing signed by authorized representatives of the County and the Team. In the event any issue arises under the MOA regarding the rights and responsibilities of the Parties, they shall meet and attempt in good faith to resolve any such dispute before it is brought to any other forum.
9. Severability. If any provision of this MOA is held invalid or unenforceable, the remaining provisions will remain valid and enforceable to the fullest extent permitted by law.
10. Complete and Entire Agreement. This MOA constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, oral and written, between the Parties hereto with respect to the subject matter hereof.
11. Terms. This MOA shall be in full force and effect beginning the date of execution and ending 12/1/2024. This MOA will be renewed automatically annually unless terminated pursuant to the terms hereof. This MOA may be terminated for any reason by either party upon 30 days’ written notice to the other or immediately for cause, which shall include either party’s failure to perform as set forth under this MOA.

IN WITNESS WHEREOF, the Parties have executed this MOA as of day and year first above written.

 James H. Gailey, County Manager
 Cumberland County, Maine

 Date

 Wilderness Rescue Team
 Gray, Maine

 Date