

*Cumberland County Regional Communications Center  
CCRCC*

22 B High Street  
Windham, Maine 04062  
893-2810

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF CUMBERLAND AND THE  
COUNTY OF OXFORD**

The County of Cumberland and the County of Oxford, collectively, the “Parties”, have identified the need to establish a formal back up for emergency communications services. The Parties now enter into this “Memorandum of Understanding Between the County of Cumberland and the County of Oxford” (“MOU”) to meet said need. This MOU is intended to provide both Cumberland County, acting by and through its Regional Communications Center (CCRCC), and Oxford County, acting by and through its Communications Center (OCRCC), the ability to transfer all 9-1-1 PSAP and dispatch services FROM Oxford County TO Cumberland County in the event that the OCRCC is rendered unable to perform its normal communications responsibilities for the reasons set forth herein.

Now, therefore, the parties agree as follows:

- The County of Cumberland agrees to serve as the back-up PSAP (Public Safety Answering Point) and dispatch agency for the OCRCC should there be a need to physically evacuate the OCRCC or temporary coverage for a staffing shortage (temporary defined no more than a few shifts).
- The County of Oxford is responsible for ensuring that radio and toning capabilities are installed and maintained at the CCRCC in a reduced capacity for each agency served by the OCRCC. All costs associated with this responsibility will be borne by the County of Oxford. All equipment provided by Oxford County shall remain the property of Oxford County. A property list will be in Exhibit A.
- During an event that requires OCRCC to evacuate or suspend operations at its center or transfer 911 and Radio services to the CCRCC, the OCRCC shall immediately request the Maine Emergency Services Communication Bureau transfer all of the OCRCC 9-1-1 calls to the CCRCC and shall immediately notify the CCRCC that services are being transferred. Oxford County shall provide an Emergency Plan for communications with Oxford County Emergency Responders. The Plan will be reviewed by CCRCC and OCRCC annually. Exhibit B
- After an event that requires OCRCC to evacuate its center or transfer 911 and Radio services to the CCRCC, CCRCC will request that OCRCC provide qualified and certified OCRCC staff if available to the CCRCC to assist with increased call volume created by the event. OCRCC will thereafter endeavor to provide such staffing, if available.
- In the event that the County of Oxford cannot operate the OCRCC due to inadequate staffing at the OCRCC, the County of Oxford and the County of Cumberland shall hold an emergency meeting within 48 hours unless the parties agree otherwise in writing to discuss the duration of said staffing shortage and seek to find a long-term solution. Any such emergency meeting shall include both County Managers and 911 Directors.

This MOU is not intended to be used as a backup for scheduling issues or ongoing staffing shortages and shall only be triggered if there is an unforeseen need to evacuate or to suspend operations at the OCRCC. Cumberland County shall not be obligated to provide services under this MOU as a result of a staffing shortage at OCRCC unless and until the County Manager and 911 Directors have reached mutual agreement on the same.

Oxford County hereby agrees to indemnify and hold harmless Cumberland County, its officers and employees from any and all loss, liability, damage, or injury (including death) received or sustained by any person, persons or property arising out of any act or omission, neglect, or misconduct of Oxford County, its officers and employees. Oxford County further agrees to defend Cumberland County against any and all suits, actions or claims of any character brought or filed against Cumberland County arising out of any act or omission, neglect, or misconduct of Oxford County, its officers and employees. Notwithstanding the foregoing, this indemnification shall not be construed to waive or otherwise limit any of the defenses, immunities, or limitations of liability available to either party under the Maine Tort Claims Act, 14 M.R.S.

*Cumberland County Regional Communications Center  
CCRCC*

§ 8101, et seq., or other applicable law. The provisions of this Section shall survive the term of this MOU indefinitely.

This MOU represents the entire agreement of the Parties and may not be amended or changed unless in writing executed by both Parties. There are no promised terms, conditions, or obligations other than those contained herein; and this MOU shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. If any provision of this MOU or its application to any party or circumstances shall be declared void, illegal, or unenforceable, the remainder of this MOU shall be valid and enforceable to the extent permitted by applicable law. This MOU shall be governed by the laws of the State of Maine without regard to its conflict of laws provisions.

This Memorandum of Understanding shall take effect on February 3, 2025 and shall remain in force until either party submits a 90 day written notice to terminate the MOU.

County of Cumberland

\_\_\_\_\_  
By: James Gailey, duly authorized  
Cumberland County Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Melinda J Fairbrother-Dyer, duly authorized  
Cumberland County Regional Communications Center

\_\_\_\_\_  
Date

County of Oxford

\_\_\_\_\_  
By: Zane Loper, duly authorized  
County of Oxford Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Geoffrey Inman, duly authorized  
County of Oxford Communications Director

\_\_\_\_\_  
Date

*Cumberland County Regional Communications Center*  
*CCRCC*

**Exhibit A**

A list of equipment owned by Oxford County will be provided once the build is completed.

*Cumberland County Regional Communications Center  
CCRCC*

## Exhibit B

Exhibit B will be a working Emergency Plan Document(s) In a binder. OCRCC will provide training to CCRCC on use of the material contained in the Binder

The Directors of CCRCC and OCRCC Have agreed and Accepted the Emergency Plan document(s)

\_\_\_\_\_  
By: Melinda Fairbrother-Dyer, duly authorized  
Cumberland County Regional Communications Center

\_\_\_\_\_  
Date

County of Oxford

\_\_\_\_\_  
By: Geoffrey Inman, duly authorized

\_\_\_\_\_  
Date