

**Cumberland County
Emergency Management Agency
Mutual Aid Agreement**

Section 1: Purpose

The following Mutual Aid Agreement (MAA) is entered into between _____ (Municipality), by and through the ____ (Municipal EMA), and Cumberland County (County), by and through the Cumberland County Emergency Management Agency (CCEMA), pursuant to 37-B M.R.S § 784 for reciprocal emergency management aid and assistance in case of a disaster too great to be dealt with unassisted.

The purpose of this MAA is to provide a framework for the coordination of local and regional emergency management resources (i.e., personnel, supplies, and equipment) to protect the health, safety, and welfare of the residents of Cumberland County during localized or regional emergencies that exceed the capabilities of a single jurisdiction.

Section 2: Coordination Officials

2.1- Cumberland County Emergency Management Agency (CCEMA) Coordinating Official. The CCEMA Director, or their designee, is the official who is tasked with the responsibility and authority to facilitate cooperation in the work of disaster mitigation, preparedness, response and recovery on behalf of Cumberland County and shall serve as a liaison between municipalities, local emergency management directors, external vendors and suppliers, and the County for the purposes of this MAA.

2.2- Municipal Emergency Management Agency (EMA) Coordinating Official. Municipality's EMA Director is the municipal official tasked with executing emergency management duties at the municipal level under Title 37-B of the Maine Revised Statutes. Each municipality is responsible for coordinating the overall disaster response for its jurisdiction. The Municipality's EMA Director, or their designee, shall serve as the primary contact to request resources from the County and respond to inquiries concerning the coordination of resources.

Section 3: Procedures for Activating Resource Requests and Providing Assistance

3.1- Assistance "Trigger." The Municipality's submission of a request for resources (i.e., personnel, supplies, or equipment) to the CCEMA for a specific incident triggers the terms of this MAA. No formal disaster declaration is required to activate the support mechanisms of this agreement.

3.2- Resource Request Process. All requests for resources from the County shall be provided directly to the CCEMA. Municipality acknowledges that it is responsible for ensuring requests are authorized by the appropriate local official(s) prior to the request being made.

To ensure an agile response, the CCEMA maintains a "no-barrier" philosophy regarding requests for assistance. Requests for assistance to the CCEMA may be made orally or in writing. Formal

requests are preferred and should be the primary method for requesting assistance. However, when immediate coordination is required, and a formal request cannot be completed due to the circumstances of the emergency, requests may be submitted informally.

- **Formal Method:** Request is made via a written and signed *Standard Resource Request Form* provided by the County. This method is preferred.
- **Informal Requests:** Request is made via phone, radio, in-person, e-mail, or Slack to CCEMA staff. If a request is made informally, the County reserves the right to request a *Standardized Resource Request Form* be completed at a later time.
 - **Address:** 27 Northport Drive, Portland ME 04103
 - **Phone (Regular Business Hours):** (207) 892-6785
 - **Phone (After Regular Business Hours- CCRCC):** (207) 893-2810
 - **Email:** (ccema_eoc@cumberlandcounty.org)
 - **Radio:** Utilize Assigned EMA channels (activated upon request)

3.3- Resource Prioritization. Resource requests are generally administered on a "first-requested, first-served" basis. The CCEMA Director, or their designee, reserves the right to reallocate or redirect resources regardless of request order, at their discretion, if such action is necessary, such as to address a life-safety threat.

3.4- Resource Types. The CCEMA Director, or their designee, may coordinate the deployment of resources from a variety of sources when responding to a request. The CCEMA Director, or their designee, has discretion when deciding which resources to deploy, but will generally first deploy resources the CCEMA or County has cached followed by coordinating the acquisition of resources from vendors and other external sources. The Municipality acknowledges that it is responsible for specifying any preferences or limitations pertaining to its request to the CCEMA when requesting assistance.

3.5- Cached Resources (County-Owned). CCEMA maintains a cache of emergency equipment and supplies intended for short-term loan to municipalities.

- **Cost:** County-owned resources are generally loaned free of charge for use. If there are ongoing costs for supplies to be used with the equipment (i.e., gasoline for a generator) these costs are the responsibility of the Municipality.
- **Liability & Documentation:** Before taking possession of County-owned resources, the Municipality must execute a separate *Equipment Loan & Liability Agreement*. Unless otherwise specified in the Agreement, the Municipality assumes full responsibility for damage to or resulting from the use of County-owned equipment, excluding normal "wear and tear."

3.6- External Resources (Procured). When the CCEMA does not possess a resource requested by the Municipality, CCEMA may act as an intermediary to secure the resource from external resource providers, including other municipalities, private and volunteer agencies, or vendors. The Municipality must authorize the CCEMA to procure resources from external sources (i.e., through a *Standardized Resource Request Form*).

- **Direct Invoicing:** Whenever possible, the County will arrange for the Municipality to enter into agreements with external resource providers directly. This agreement or arrangement is distinct from this MAA. The external resource provider will be responsible for invoicing the Municipality directly for costs related to the resource requested.
- **Reimbursement Procedures:** The County reserves the right to request reimbursement for direct costs incurred by the CCEMA or the County to acquire external resources requested by the Municipality, excluding County staff time to administer a request and the use of County-owned resources. The CCEMA will provide the Municipality with an estimate of the costs incurred by the County to procure external resources on behalf of the Municipality whenever possible. If the estimated cost for a resource exceeds \$2,500, the Municipality must submit a signed *Standardized Resource Request Form* before the CCEMA will initiate the procurement of the resource. The Municipality agrees to reimburse the County and CCEMA within 30 days of receiving an itemized invoice from the County.

3.7- Municipal Resources. The Municipality acknowledges that the County and CCEMA intend to enter into MAAs with other municipalities in Cumberland County. When such MAAs allow, CCEMA may coordinate the use, lending, or acquisition of municipal resources among municipalities in Cumberland County.

3.7.1- Right of Refusal. Municipalities are encouraged, but not required, to provide resources to other municipalities in the County through the County's coordination. The Municipality may refuse a request for its resources for any reason, including the need to maintain resources for its own jurisdiction. No justification for refusal is required.

3.7.2- Inter-Municipal Resource Reimbursement and Rates. When the Municipality is acting as a receiving or providing municipality during the coordination of municipal resource sharing, the CCEMA will follow the procurement and reimbursement procedures pertaining to external resources under Section 3.6. Specifically, the CCEMA will encourage the municipalities to enter into their own agreement for the coordination of inter-municipal resources.

If the Municipality is the receiving municipality, and the CCEMA agrees to incur any costs on behalf of the Municipality, the Municipality shall be responsible for the direct costs incurred by the County or the CCEMA, excluding any County staff time to administer the request and the use of County-owned equipment.

If the Municipality is the providing municipality, and does not provide its resources to another municipality at no cost, the Municipality agrees to track and bill all equipment and resources provided to another municipality according to *FEMA Equipment Rates*, see <https://www.fema.gov/assistance/public/tools-resources/schedule-equipment-rates>. Use of these rates ensures "reasonableness" of cost as defined by 2 CFR § 200 and eligibility for federal reimbursement following a declared disaster. Personnel costs should be documented based on the Municipality's established hourly rates (including benefits).

If the Municipality is the providing municipality, and the CCEMA agrees to incur any costs on behalf of the receiving municipality, the CCEMA shall reimburse the Municipality for its direct costs upon receipt of a valid invoice from the Municipality and payment from the requesting municipality. The Municipality acknowledges that the County is acting as an intermediary and is not responsible for assuming any municipality's costs for providing inter-municipal aid.

3.7.3- Personnel. Unless otherwise agreed to by the municipalities through a separate agreement, the Municipality agrees to provide a requesting municipality with qualified operators when providing equipment that requires specific licensure, certifications, or specialized training (i.e., Fire Apparatus, Heavy Excavation Equipment). The Municipality agrees to ensure all personnel deployed are trained, certified, and qualified to operate the equipment provided. All assistance shall be performed in accordance with generally accepted emergency management standards and local SOPs.

3.7.4.- Resource Reporting. The Municipality agrees to periodically update CCEMA on the "Significant or Unique Resources" it maintains, so that the CCEMA may maintain regional readiness without creating an administrative burden. Significant or Unique Resources include high-impact, specialized, or high-value assets that are not common in every municipality, and does not include standard items found on FEMA rate lists (i.e., standard pickup trucks).

Section 4: General Terms and Conditions

4.1- Term and Termination. This agreement shall become effective on the date executed by the parties to this MAA and shall remain in full force and effect until subsequently amended, modified, or terminated by mutual agreement of the parties. Either party may terminate this agreement upon at least 30-days written notification provided to the other party.

4.2- Independent Contractor. Parties to this MAA acknowledge that the County, the Municipality, and any other municipality acting pursuant to this MAA are independent contractors. Nothing in this Agreement shall be construed to create an employment relationship, partnership, or joint venture between the County, Municipality, or between any other municipality. Each entity's employees, officials, agents, subcontractors, representatives and volunteers remain the sole employees of their home jurisdiction for all purposes, including payroll, taxes, and benefits and are not entitled to benefits of any kind or nature to which employees of the County or another municipality are normally entitled, including, but not limited to, unemployment compensation, workers compensation, group health insurance, disability coverage, retirement contributions, or paid time off.

4.3- Severability. If any part of this Agreement is found to be invalid or unenforceable by a court of law, the remaining provisions shall remain in full force and effect.

4.4- Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine. Any legal action arising under this Agreement shall be brought in a court of competent jurisdiction within Cumberland County.

4.5- Liability. Municipality and County agree that it shall be responsible for its own actions, and the actions of its officials, employees, and agents, and the resources in its physical possession when providing reciprocal assistance under this MAA.

Nothing in this MAA, including any provision of indemnification by either party, shall be construed to waive or otherwise limit any of the defenses, immunities, or limitations of liability available to the County or Municipality under the Maine Tort Claims Act, 14 M.R.S. § 8101, et seq. or other applicable law. The provisions of this section shall survive the term of this MAA indefinitely.

4.5.1- County-owned Resources. Unless otherwise provided in an *Equipment Loan & Liability Agreement*, the Municipality agrees to defend, indemnify, and hold the County and CCEMA harmless from and against any and all claims, actions, lawsuits, judgments, or liabilities of any kind deriving from the Municipality's, or any of its officers', employees', agents', negligent use, maintenance, or operation of County-owned resources provided to the Municipality pursuant to this MAA.

4.5.2- External Resources- County as Intermediary. The Municipality acknowledges that the County and CCEMA are acting solely as an intermediary when collaborating the use or acquisition of external resources under this MAA. The Municipality agrees that the County and CCEMA shall not be responsible for the Municipality's use, maintenance, or operation of any external resource, delays in delivery by external resource providers, disputes regarding separate agreements, or the use or condition of external resources. The Municipality agrees to defend, indemnify, and hold the County and CCEMA harmless from and against any and all claims, actions, lawsuits, judgments, or liabilities of any kind deriving from the Municipality's, or any of its officers', employees', agents', negligent use, maintenance, or operation of external resources acquired under this MAA.

IN WITNESS WHEREOF, the parties hereto have executed this MAA on _____, 20__ :

MUNICIPALITY

By: _____

Title:

CUMBERLAND COUNTY, MAINE

By: _____

Title:

MUNICIPAL EMA

By: _____

Title:

**CUMBERLAND COUNTY
EMERGENCY
MANAGEMENT AGENCY**

By: _____

Title

