

2026 Maine County Emergency Management Mutual Aid Agreement



County Director's Council

Sponsored by the:
Maine Emergency Management County Director's Council
(MEMCDC)

MAINE COUNTY EMERGENCY MANAGEMENT MUTUAL AID AGREEMENT

A. PURPOSE:

1. The undersigned Officers for the 16 Counties in the State of Maine hereby agree to render reciprocal disaster and emergency management aid and assistance to one another, in accordance with Title 37-B M.R.S.A. Chapter 13 § 784.
2. It is desirable that the resources of the participating counties be made available throughout the state to assist in combating the effects of emergencies and disasters to include, but not limited to, weapons of mass destruction and hazardous materials incidents, floods, fires, earthquakes, hurricanes, coastal storms and winter storms, or any other manmade or natural disaster. This agreement will provide for effective resource management by the sharing of emergency management assets between the counties.
3. Each party to this agreement agrees to furnish resources and services to each other as requested for the response, recovery and mitigation of an emergency or disaster in accordance with the requesting county's Emergency Operations Plans (EOP).

B. COORDINATING OFFICIAL: The County Emergency Management Director (EMD) is the civil official who is tasked with the responsibility and authority to facilitate cooperation in the work of disaster mitigation, preparedness, response and recovery. The County EMD serves as a liaison between municipal, county, state and Federal emergency management entities.

C. PROCEDURES FOR REQUESTING AND PROVIDING ASSISTANCE

1. The County EMD of the county requesting assistance shall gain authorization from that county's commissioners to activate this agreement, unless the County Commissioners have prior delegated this authority to the County EMD.
2. The County EMD needing assistance will contact other County EMDs, as necessary, to request assistance. The initial request may be verbal, but the verbal request shall be followed up with a formal letter, signed and on county letterhead.
3. The County EMD that agrees to deploy resources shall respond to the requested County. Following the completion of the first operational period, the EMD from the requested county shall gain approval from their County Commissioners for subsequent operational periods. The County providing resources shall advise the requesting County as soon as possible.
4. The counties activated under this agreement (both requesting and providing) shall provide notification of their actions to the Maine Emergency Management Agency (MEMA).
5. Personnel assignments may be requested for a period of up to fourteen (14) calendar days, following two options can occur:
 - a. The County providing personnel resources may consider their deployment complete. Their assets will be released to return to their home county. The county providing personnel may replace with other staff resources or they may negotiate a longer stay.
 - b. Another county may be requested to provide personnel resources to the County needing assistance.

D. INTEROPERABLE COMMUNICATIONS: Each County EMD hereby authorizes the other County EMDs to program their emergency management radio frequencies into their 2-way radios. County EMDs should only utilize other counties' frequencies during exercises or when it is necessary to contact another county on their frequency/channel.

E. REIMBURSEMENTS, LIABILITY AND WORKERS COMPENSATION

1. This Agreement provides that the County employee responding to another county will continue to be compensated by their employer for regular salary and benefits during the response for normal work periods up to fourteen (14) consecutive calendar days. The requesting County shall be responsible for providing lodging, meals, incidentals and mileage. This shall be at the established rate of the sending County. EMA volunteers may be used and shall be entitled to the same lodging, meals, incidentals and mileage. Volunteers responding under this agreement are considered covered under title 37-B MRSA for the purposes of Workers Compensation and liability.

2. Each member to this agreement shall be responsible for compensation of damages to its own equipment and vehicles which occurs while aid to the other county is being rendered.

3. Each member to this agreement shall be liable for the actions of its own employees which occurs while aid to the other county is being rendered.

4. Each County EMD shall be responsible for ensuring that their staff and volunteers are qualified and capable of completing the assignments given to them.

5. It is hereby understood that all resources and services provided under this agreement shall be at the discretion of the County providing the resources. The County providing resources shall have the primary interest of protecting its own constituency and does not assume any responsibility or liability for not providing requested resources or services to other parties of this agreement. Decisions shall be made with respect to availability of resources and services at the time of the request. Should an emergency or disaster event subsequently impact the County providing the resources, the assignment may be terminated.

H. AGREEMENT REPRESENTATIVE

1. The duly appointed county emergency management director from each member county shall represent their county on any discussions concerning the mutual aid agreement.

2. No provision of this Agreement may be modified, altered, or rescinded without the approval of the Board of Commissioners of all member counties.

I. DURATION: This Agreement shall remain in effect until December 31, 2028, at which time said Agreement may be updated and renewed.

J. WITHDRAWING FROM THE AGREEMENT: Any member County that desires to withdraw from this Agreement shall provide a written and signed notice to all other member counties, at least 30 days prior to withdrawing from this Agreement.

K. COPIES PROVIDED: This Agreement shall be filed on record with the county commissioner's office of each member county. It shall also be kept on file at each member county emergency management agency. A copy of this agreement shall also be provided to the Maine Emergency Management Agency.

L. VALIDATION: Should any portion or section of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion or section; and the

remaining portions of this Agreement shall remain in full force and effect without regard to the section or portion or power invalidated.

**MAINE COUNTY EMERGENCY MANAGEMENT MUTUAL AID AGREEMENT
SIGNATORY PAGE**

EXECUTED FOR THE COUNTY OF _____
BY THE BOARD OF COMMISSIONERS

Emergency Management Director

Date

Commissioner, Chair

Date

Commissioner

Date

Commissioner

Date

Commissioner

Date

Commissioner

Date