



**AROOSTOOK COUNTY HAZARDOUS
MATERIALS EMERGENCY
RESPONSE PLAN**

Attachment 10

**MUTUAL AID AGREEMENTS AND
MEMORANDUMS OF UNDERSTANDING**

Agreement Between
Madawaska Regional Response Team
And
Maine Emergency Management Agency

The Regional Response Team of Madawaska, (hereafter "the Team") and the Maine Emergency Management Agency (hereafter "MEMA") agree as follows:

Activation/Deployment: If requested by MEMA, a County EMA, Maine DEP, or pursuant to a mutual aid agreement, the Team agrees to respond to incidents within its established region and, if necessary, statewide.

Protocols and thresholds for Team deployment are outlined, but not limited to, scenarios outlined in Attachment (A) of this document.

Equipment: The items and equipment, (hereinafter equipment) issued by MEMA to the Team are encompassed by the terms of this agreement.

MEMA retains ownership of the equipment.

The Team will have possession and full use of the equipment, and will maintain and protect the equipment, including but not limited to routine testing, cleaning, inspection, and storage. The Team will provide MEMA with an annual inventory report.

The Team agrees to report to MEMA all defective, damaged, lost and obsolete equipment in a timely manner.

The Team agrees to submit equipment and personnel status reports quarterly to MEMA.

The Team further understands and agrees that if in the judgment of the MEMA Director, the equipment provided by MEMA is not being properly maintained, the Team

fails to respond when necessary, or otherwise fails to comply with the terms of this agreement, MEMA may require that the supplied equipment and the balance of related consumables be returned or surrendered to MEMA.

Training and Certification of Team: The Team will be based in the Municipal Jurisdiction of Madawaska, Maine, and will primarily serve the Aroostook County area of Maine. The Team shall maintain an active roster of at least 20 people.

For the purposes of Team management, MEMA, working in conjunction with the Team Chief, shall be considered the "Authority Having Jurisdiction" (AHJ) and be responsible for certifying the completion of Team Members' training and experience qualifications. The standard Qualifications Form for Team Chiefs to record and certify team members' completed training is contained in Attachment (B).

The Team is to be fully trained and certified and will remain qualified to assist a local Incident Commander and his/her command staff at all types of emergency incidents.

Training of the Team will be provided and overseen by MEMA or conducted by trainers subject to approval of the Director of MEMA. Training shall be conducted in compliance with all applicable laws and regulations, including without limitation to the Occupational Safety and Health Act (OSHA) and standards established by MEMA.

The Team agrees to participate in at least one regional full-scale exercise annually to evaluate their status and training needs. The exercise may be conducted within the Team's primary service area or in another region.

Progress reports: The established Chief of the Team will provide MEMA a progress report every three (3) months, based on the following schedule:

Quarter	Dates covered	Documents Due
Quarter 1	January 1 — March 31	Annual inventory and roster reports Quarter 1 report by April 15th
Quarter 2	April 1 — June 30	Quarter 2 report by July 15th
Quarter 3	July 1 — September 30	Quarter 3 report by October 15th
Quarter 4	October 1 — December 31	Quarter 4 report by January 15th

The progress report shall describe training and certification activities, past and future and any actual or anticipated problems. See Attachment (C) for an example of issues to be covered in the Quarterly Report. Submissions of quarterly reports shall be e-mailed to MEMA and the County EMA or entered into D4H.

Purchases and Provided Equipment: MEMA and the Team Chief will discuss what equipment (including make and models) should be purchased, but the final decision remains with the Director of MEMA who shall not be responsible for any defect, latent or apparent, in said equipment, whether in material or workmanship.

MEMA will provide maintenance funding as available to ensure that issued equipment is properly maintained. Maintenance funding will be used to purchase services and supplies to ensure that issued equipment is properly calibrated and serviceable and to replace equipment that has an expiration date. Details regarding specific funding limits for various types of teams will be provided in separate documentation.

Liability:

Pursuant to this document and in accordance with M.R.S.A. Title 37B section 784A, the State of Maine provides liability insurance and workers compensation to those trained and certified Special Team volunteers when they are performing assigned duties directly related to preparation for, response to or recovery from emergency or disaster operations.

Liability insurance and workman's compensation coverage shall be extended to those individuals and/or teams when activated and approved by the Director of MEMA and/or the Director's designee. The designee by law includes the local or county Emergency Management Agency Director and, through a letter of delegation, the Department of Inland Fisheries and Wildlife and/or Department of Environmental Protection.

Part of a Team's emergency management activity may include training and/or participation in emergency exercises. Coverage may be extended to a team for participation in these activities if the training is approved prior to the training/exercise event by MEMA or an authorized designee.

In order for these trainings to be approved they will need to be listed on the Special Teams quarterly report or submitted via a written training request notice 30 days prior to the scheduled training.

If during an authorized emergency response or training activity an individual is injured or thought to be injured the first priority will be the safety and well being of the team member, As medical assistance is being sought, the MEMA Duty Officer will be contacted and a verbal summary of the event will be provided, Additionally, if there are questions with regard to who may be covering the cost of the injury, it is the Team Chief or designated safety officers' responsibility to ensure the medical provider understands that this may be a workman's compensation claim under the umbrella of

the State of Maine. Within 48 hours of the injury a written "First Report of Injury" will be submitted to MEMA. A copy of the First Report of Injury Form is contained in Attachment (D).

The Team further agrees to indemnify MEMA and hold it harmless from and against any third party claims that may arise from the purchases of the equipment, including all losses, damages, and expenses, such as reasonable attorney's fees and defense costs, related to any such third party claims. And, such limitation of liability is to be made known to and binding upon any party receiving equipment from MEMA.

Nothing contained herein is intended to waive the defenses and immunities available to either MEMA or the Team with respect to third parties under provisions of any law, including, but not limited to, the defenses and immunities provided under the Maine Tort Claims Act, 14 MRSA 8101, et seq.

Third Party Beneficiaries: This agreement is for the benefit of the Team and MEMA only, and is not intended to inure to the benefit of any third party, including but not limited to any particular municipality or group of emergency first responders.

Risk of Loss: The risk relating to any casualty loss or damage to any equipment under this agreement shall pass to the Team upon delivery of the equipment by MEMA to a location specified by MEMA. MEMA shall be responsible for inspection of the equipment for damage, defect or storage upon delivery. MEMA shall notify the Team when the equipment is available for pick-up and the Team shall arrange transportation to recover the equipment from MEMA.

Entire Agreement / Severability: This agreement constitutes the entire understanding between the parties hereto and supercedes all other oral or written communications between them that might exist in regard to the subject matter herein. This agreement may not be amended or modified except by a _____ signed by both parties, If any portion of this agreement should be found unenforceable by a court of law, the parties intend that all other portions of the agreement shall remain in full force and effect.

Withdrawal and Termination: The Team may withdraw from this agreement provided that it has given MEMA, and all other parties to this agreement, at least sixty (60) days notice of its intention to do so. This agreement shall terminate, unless sooner terminated by agreement of the parties hereto or by its terms, upon the withdrawal of one participating party.

Term: This agreement will remain in full force and effect until, April 15, 2017, and may be extended by the mutual agreement of the parties hereto, evidenced by a duly executed instrument to be attached hereto.

Amendment: This agreement may be modified or amended by mutual agreement of all parties hereto by a duly executed written instrument to be attached hereto and approved by and the Team.

Effective Date: This agreement shall be effective when signed by the interested Parties designated below.

IN WITNESS WHEREOF, the Maine Emergency Management Agency and the Team, hereby execute this agreement and further acknowledge that each of the signatures below has been duly authorized to execute this agreement on behalf of the parties.

Attest:

Maine Emergency Management Agency

Dated: 4/20/14

By: Bruce Fitzgerald
Bruce Fitzgerald, Director
Maine Emergency Management Agency

Dated: 4/18/2014

By: Michael R. Estabrook
Aroostook County EMA, Director

Dated: 4/14/2014

Team

Name: | awaska FD/RRT
Ma | [Signature]

T Chief

Agreement Between

City of Presque Isle

And

The State of Maine, Maine Emergency Management Agency

The State of Maine, Maine Emergency Management Agency (hereafter "MEMA") and the City of Presque Isle Hazardous Materials / Weapons of Mass Destruction Decontamination Strike Team, (hereafter PFD) agree as follows:

Eguiulgzú: The items and equipment, (hereinafter equipment) specified in Appendix A, as amended from time to time and included in any other MEMA equipment on handreceipt to PFD is encompassed by the terms of this agreement.

MEMA retains ownership of the equipment.

PFD will have possession and full use of the equipment, maintain and protect the equipment, including but not limited to routine testing, cleaning, inspection, and storage and assist MEMA in maintaining inventory.

PIFD agrees to report to MEMA all defected, damaged, lost and obsolete equipment in a timely manner. PIFD agrees to decontaminate the equipment after use in addition to cleaning, inspecting, testing, and repacking PIFD agrees to report to MEMA equipment loaned to another agency or government unit.

PFD agrees to submit equipment and personnel status reports quarterly to MEMA. PFD further understands and agrees that if in the judgment of the MEMA Director, the equipment provided by MEMA is not being properly maintained, PFD fails to respond when necessary, or otherwise fails to comply with the terms of this agreement, MEMA may require that the supplied equipment and the balance of related consumables be returned or sùrr.enderecHo MEMA.

If requested by MEMA or pursuant to a mutual aid agreement, PFD agrees to respond to incidents within its established region and, if necessary, statewide.

Training and Certification of WMD Team: Pml) agrees to conduct exercises and .

refresher training at least annually to evaluate their status and training needs. PIFD agrees to maintain a sufficient team membership with proper certification, who live or work in the region.

PIFD will initiate efforts to establish a trained and certified Hazardous Materials and Weapons of Mass Destruction, Decontamination Strike Team consisting of not less than

twenty (20) team members, to be based in the City of Presque Isle, State of Maine, serving the Aroostook County, Maine area.

The PFD is to be fully trained and certified to respond to WMD incidents by December 31, 2005

Training of the PFD will be provided and overseen by MEMA and conducted by trainers subject to approval of the Director of MEMA, Training shall be conducted in compliance with all applicable laws and regulations, including without limitation to the Occupational Safety and Health Act (OSHA).

Progress reports: The established Chief of the PIFD will provide MEMA a progress report every three (3) months, beginning August 1, 2005. The progress report shall describe training and certification activities, past and further and any actual or anticipated problems.

Purchases and provided Equipment: MEMA will purchase equipment, including but not limited to personal protective equipment, control and contamination equipment, identification equipment and communications equipment. MEMA and the PIFD will discuss what equipment (including make and models) should be purchased, but the final decision remains with the Director of MEMA who shall not be responsible for any defect, latent or apparent, in said equipment, whether in material or workmanship.

The parties agree that PIED shall have no obligation to MEMA or any claim, in tort or otherwise, against MEMA that arises in any way from the use or purchase of the equipment and such limitation of liability is to be made known to and binding upon any party receiving equipment from MEMA. PFD further agrees to indemnify MEMA and hold it harmless from and against any third party claims that may arise from the purchases of the equipment, including all losses, damages, and expenses, such as reasonable attorney's fees and defense costs, related to any such third party claims. Nothing contained herein is intended to waive the defenses and immunities available to either MEMA or PFD with respect to third parties under provisions of any law, including, but not limited to, the defenses and immunities provided under the Maine Tort Claims Act, 14 MRSA 8101, et seq.

Third Party Beneficiaries: This agreement is for the benefit of the PIFD and MEMA only, and is not intended to inure to the benefit of any third Party, including but not limited to any particular municipality or group of emergency first responders.

Risk of Loss: The risk relating to any casualty loss or damage to any equipment under this agreement shall pass to the PFD upon delivery of the equipment by MEMA to a location specified by MEMA. MEMA shall be responsible for inspection of the equipment for damage, defect or storage upon delivery. MEMA shall notify the PFD when the equipment is available for pick-up and the PIFD shall arrange transportation to recover the equipment from MEMA.

Entire Agreement: This agreement constitutes the entire understanding between the parties hereto and supercedes all other oral or written communications between them that might exist in regard to the subject matter herein. This agreement may not be amended or modified except by a writing signed by both parties, If any portion of this agreement should be found unenforceable by a court of law, the parties intend that all other portions of the agreement shall remain in full force and effect.

Withdrawal and Termination: The PFD may withdraw from this agreement provided that it has given MEMA, and all other parties to this agreement, at least sixty (60) days notice of its intention to do so. This agreement shall terminate, unless sooner terminated by agreement of the parties hereto or by its terms, upon the withdrawal of one participating party.

Term: This agreement will remain in full force and effect until, July 31, 2008, and may be extended by the mutual agreement of the parties hereto, evidence by a duly executed instrument to be attached hereto.

Amendment: This agreement may be modified or amended by mutual agreement of all parties hereto by a duly executed written instrument to be attached hereto and approved by MEMA and the PFD.

Effective Date: This agreement shall be effective on, August 1, 2005

IN WITNESS WHEREOF, the Maine Emergency Management Agency and the City of Presque Isle Hazardous Material Weapons of Mass Destruction Decontamination Strike Team, hereby execute this agreement and further acknowledge that each of the signatures below has been duly authorized to execute this agreement on behalf of the parties.

Attest:

Maine Emergency Management Agency

Dated:

7-21-05

By:



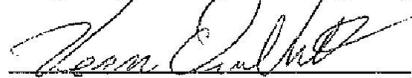
Arthur Cleaves, Director

Aroostook County Emergency Management Agency
Emergency Manager

Dated:

7-6-05

By:



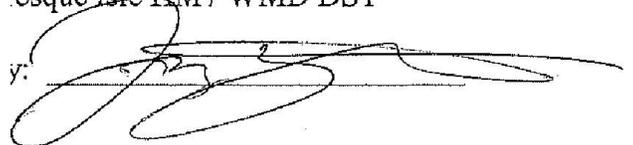
City of Presque Isle HM / WMD DST

Presque

Dated:

7-7-05

By:



By:

Agreement Between

City of Houlton

And

The State of Maine, Maine Emergency Management Agency

The State of Maine, Maine Emergency Management Agency (hereafter "MEMA") and the City of Houlton Hazardous Materials / Weapons of Mass Destruction Decontamination Strike Team, (hereafter HFD) agree as follows:

Equipment: The items and equipment, (hereinafter equipment) specified in Appendix A, as amended from time to time and included in any other MEMA equipment on handreceipt to HFD is encompassed by the terms of this agreement.

MEMA retains ownership of the equipment.

HFD will have possession and full use of the equipment, maintain and the equipment, including but not limited to routine testing, cleaning, inspection, and storage and assist MEM.A in maintaining inventory.

I-IFD agrees to report to MEM.A all defected, damaged, lost and obsolete equipment in a timely manner. HFD agrees to decontaminate the equipment after use in addition to cleaning, inspecting, testing, and repacking. I-IFD agrees to report to MEMA equipment loaned to another agency or government unit.

HFD agrees to submit equipment and personnel status reports quarterly to MEMA. I-IFD further understands and agrees that if in the judgment of the MEMA Director, the equipment provided by MEMA is not being properly maintained, HFD fails to respond when necessary, or otherwise fails to comply with the terms of this agreement, MEMA may require that the supplied equipment and the balance of related consumables be returned or surrendered to MEMA.

If requested by MEMA or pursuant to a mutual aid agreement, HFD agrees to respond to incidents within its established region and, if necessary, statewide.

Training and Certification of WMD Team: HFD agrees to conduct exercises and refresher training at least annually to evaluate their status and training needs. HFD agrees to maintain a sufficient team membership with proper certification, who live or work in the region.

HFD will initiate efforts to establish a trained and certified Hazardous Materials and Weapons of Mass Destruction, Decontamination Strike Team consisting of not less than twenty (20) team members, to be based in the City of Houlton, State of Maine, serving the Aroostook County, Maine area,

this agreement should be found unenforceable by a court of law, the parties intend that all other portions of the agreement shall remain in full force and effect.

Withdrawal and Termination: The H.FD may withdraw from this agreement provided that it has given MEMA, and all other parties to this agreement, at least sixty (60) days notice of its intention to do so. This agreement shall terminate, unless sooner terminated by agreement of the parties hereto or by its terms, upon the withdrawal of one participating party.

Term: This agreement will remain in full force and effect until, July 31, 2008, and may be extended by the mutual agreement of the parties hereto, evidence by a duly executed instrument to be attached hereto.

Amendment: This agreement may be modified or amended by mutual agreement of all parties hereto by a duly executed written instrument to be attached hereto and approved by MEMA and the HFD.

Effective Date: This agreement shall be effective on, August 1, 2005

IN WITNESS WHEREOF, the Maine Emergency Management Agency and the City of Houlton Hazardous Material Weapons of Mass Destruction Decontamination Strike Team, hereby execute this agreement and further acknowledge that each of the signatures below has been duly authorized to execute this agreement on behalf of the parties.

Attest: _____ Maine Emergency Management Agency
Dated: _____ By: _____
Arthur Cleaves, Director

Aroostook County Emergency Management Agency
Emergenc Mana Dated: 7-6-05 _____ [Signature]
By:

City of Houlton HM / WMD DST
Houlton HM / WMD DS
Dated: 7/13/05 _____ By: _____ [Signature]

