

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
TOWN OF CAPE ELIZABETH  
AND  
TOWN OF SCARBOROUGH**

**WHEREAS**, the Town of Cape Elizabeth is a municipality under the laws of the State of Maine with a principal location at 320 Ocean House Road, Cape Elizabeth, Maine 04107 (“Cape Elizabeth”);

**WHEREAS**, the Town of Scarborough is a municipality under the laws of the State of Maine with a principal location at 259 Route One, Scarborough, Maine 04074 (“Scarborough”);

**WHEREAS**, the purpose of this Memorandum of Understanding (“MOU”) is to address mutual fire aid between Scarborough and Cape Elizabeth.

**NOW THEREFORE**, Cape Elizabeth and Scarborough hereby agree as follows:

1. **Definitions:**

Emergency – Any incident, human-caused or natural, that requires responsive action to protect life, property or environment.

Emergency Response – Activities that address the short-term, direct effects of an incident of emergency. Response includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of emergency operations plans and of mitigation activities designed to limit loss of life, personnel injury, property damage and other unfavorable outcomes.

Emergency Response Equipment – Emergency response organization’s vehicles, tools and supplies as well as municipal vehicles and equipment which may be used in an emergency response.

Emergency Response Organization – Any organization approved by a state, county or local governmental organization to provide emergency response.

Emergency Response Personnel – Persons who are members in good standing of an emergency response organization, and who are trained and certified to provide specified emergency services, or who are under the supervision of a trained and certified person.

Fire Department – An emergency response organization with the responsibility of the protection of LIFE (First Priority), the preservation of PROPERTY (Second Priority) and the ENVIRONMENT (Third Priority).

Incident Command System – A standard, on-scene, all hazards incident management system already in use by firefighters, law enforcement, hazardous material teams, rescuers and emergency medical teams. The ICS has been established by the NIMS (as defined below) as the standardized incident organizational structure for the management of all incidents.

Mutual Aid Emergency – Any emergency which is beyond the capabilities of the local emergency response organizations to resolve, or which by normal protocol requires the assistance of emergency response organizations based outside the town, municipality or locale in which the emergency occurs.

National Incident Management System (NIMS) – A comprehensive national approach to incident management utilizing best practices that have been developed over the years.

Unified Command – A command structure in which the ranking members from multiple emergency response organizations and/or jurisdictions jointly determine objectives, plans and priorities, and then work together to execute them.

2. On an annual basis (prior to June 30th of each year) the Fire Chiefs of Scarborough and Cape Elizabeth will review the terms of this MOU and report in writing to each other regarding any recommended revisions, changes, additions or deletions to said terms.
3. The Scarborough and Cape Elizabeth Fire Departments shall assist each other as necessary in times of emergency, or in times of disaster by sending equipment and emergency response personnel at request, or by holding equipment or emergency response personnel in a standby status at request, to the extent that, in the opinion of the sending Fire Chief, Fire Chief's designee, or person in charge, such equipment or personnel can be spared when a call for assistance is received.
4. Any request for assistance shall be made by the incident commander at the scene of an emergency or by the dispatch centers based on the location of the incident.
5. Command at an incident shall be structured in accordance with the Incident Command System (ICS) of the National Incident Management System (NIMS), and that if the emergency/disaster is multi-jurisdictional, a Unified Command will be employed when practical.
6. When any personnel or equipment are sent under the terms of this agreement, the ranking officer of the requested organization shall report to the requesting organization's incident commander. Emergency responders will respond with full turnout gear and personal protective equipment consistent with accepted practices

of their respective disciplines. Orders by the incident commander will be given to the visiting ranking officer, his/her designee or person in charge who will then give orders to his/her personnel and then remain in communication with the incident commander. The visiting personnel may be under the direct control of an officer of the requesting organization. The visiting ranking officer, his/her designee or person in charge shall have the right and responsibility to ensure that visiting personnel are asked to perform only those tasks or operations that are consistent with their training, and in accordance with their home protocols and accepted safe practices. Such personnel shall remain under the control of Command until the organization requesting assistance releases said personnel and equipment, or until said personnel and equipment are recalled by the organization providing assistance. Such personnel and equipment shall be released as soon as is reasonably possible and returned to the sending organization.

7. Assisting emergency response organizations under this MOU shall operate in accordance with their home district protocols and/or guidelines, and each emergency response person will operate according to the protocols and/or guidelines of his/her own organization, and within the scope of his/her own training and certification, or under the supervision of a person with the appropriate training and certification. In no event shall visiting personnel be required to perform in a way inconsistent with their home protocols and/or guidelines, or inconsistent with accepted safe practices.
8. It is further agreed that there will be no compensation for providing any mutual aid described in this MOU, unless other contractual agreements for services exist

and/or become established; however, where a party or parties responsible for causing the emergency are liable for coverage of expenses, coverage of such expenses may be pursued from such parties. It is further agreed that during prolonged operations emergency response organizations receiving assistance may provide assisting organizations with fuel and lubricants or reimbursement for said items.

9. Subject to the limitations and immunities provided in the Maine Tort Claims Act, Cape Elizabeth and Scarborough agree to be responsible for their own personnel and equipment and agree to indemnify, protect, and save harmless each other, in the absence of the other's negligence or misconduct, from any and all claims, demands, and liability for loss, damage, injury, or any other casualty to their own personnel and/or equipment.
10. Cape Elizabeth and Scarborough may terminate their participation under this MOU in their discretion and for their convenience upon no less than three (3) months' prior written notice to the other municipality;
11. This MOU constitutes the entire agreement between Cape Elizabeth and Scarborough with regard to the mutual aid described herein. If any clause, section or provision is held to be invalid or unenforceable, that shall not affect the entire agreement and the parties agree to meet and negotiate a new clause, section or provision. Amendments to this MOU shall be in writing and executed by both Cape Elizabeth and Scarborough. Cape Elizabeth and Scarborough each represent that they have the authority to enter into this memorandum of understanding and that it

is being executed by its duly authorized representatives. This MOU shall be governed solely by the laws of the State of Maine.

Seen and Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2011.

**WITNESS**

Colette Matheson

**TOWN OF SCARBOROUGH**

Thomas J. Hall  
Thomas J. Hall, Town Manager

**WITNESS**

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**TOWN OF CAPE ELIZABETH**

Michael K. McGovern  
Michael K. McGovern, Town Manager