



# Memorandum of Understanding The Maine Emergency Management Agency And The University of Maine System

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**Start Date:** March 21, 2020

**Expiration Date:** March 20, 2021

**Primary Contact – Name:** Peter Rogers

**Primary Contact – Phone:** 207.215.3888

**Primary Contact – Email:** peter.j.rogers@maine.gov

**MEMA Program Manager:** Steven Mallory

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## I. Parties

This Memorandum of Understanding is between the Maine Emergency Management Agency (hereinafter MEMA) and The University of Maine System (hereinafter UMaine System).

## II. Purpose

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to natural or human-created disasters in the instances that MEMA requires assistance with respect to facilities, supplies, services, and personnel.

In particular, this MOU is intended to describe the circumstances and conditions by which the UMaine System will assist MEMA for disaster response and recovery. The UMaine System will assist MEMA and act under its direction pursuant to Title 37-B, Chapter 13, Section 784-A as a primary contact for the response and recovery of catastrophic events in the State of Maine which require the UMaine System's facilities, supplies, services, and personnel. The UMaine System will do so by identifying its facilities, supplies, services, and personnel that can be used by MEMA or third parties for disaster response and recovery, as requested by MEMA or third parties assisting with disaster response and recovery and by providing close coordination and communication between the UMaine System and its personnel and MEMA.

Title 37-B, Chapter 13, of the Maine Revised Statutes Annotated (M.R.S.A.), as amended, directs MEMA, among other duties, to operate the State Emergency Operations Center (SEOC), coordinate emergency response and planning with all responding agencies, and advise the Governor of protective actions to ensure the public's welfare and safety.

*Definition of Disaster* – Under Maine state law definition, the work “disaster” means: the occurrence or imminent threat of widespread or severe damage, injury or loss of life or property resulting from any natural or man-made cause, including, but not limited to, fire, flood, earthquake, wind storm, wave action, oil spill, or other water contamination requiring

emergency action to aver danger or damage, epidemic, extreme public health emergency pursuant to Title 22, section 802, subsection 2-A, air contamination, blight, drought, critical material shortage, infestation, explosion, riot, or hostile military or paramilitary action.” 37-B M.R.S.A. 703(B)(2).

### **III. Responsibilities**

#### **A. UMaine System:**

1. UMaine System will inform MEMA of facilities, supplies, services, and personnel available for response to or recovery from emergencies resulting from various forms of disasters.
2. UMaine System has provided MEMA 24/7 contact information and agrees to keep this information updated.

#### **B. MEMA agrees:**

1. The State or MEMA shall correspond with the UMaine System as a primary contact for facilities, supplies, services and personnel that are needed by MEMA or third parties for response and recovery to emergencies resulting from various forms of disaster.
2. MEMA will inform UMaine System once the SEOC is in either partially or fully activated.
3. MEMA has provided UMaine System 24/7 contact information and agrees to keep this information updated.

#### **C. It is mutually agreed that:**

1. Any facilities, supplies, services or personnel provided by the UMaine System will be provided or performed in a manner that is in the best interest of the State, as determined jointly between MEMA and the UMaine System.
2. MEMA and the UMaine System agree that MEMA, in executing this MOU, is exercising its authority pursuant to 37-B M.R.S. § 784-A to employ such persons as MEMA considers necessary to assist with emergency management activities and that, accordingly, the UMaine System is deemed to be an employee of the State for purposes of immunity from liability and is entitled to immunity to the fullest extent permitted by law, including, but not limited to, the immunity provided by 37-A M.R.S. § 822. This MOU does not impose any liability on the UMaine System for the conduct of its members.

### **IV. Funding**

This MOU *does not* include payment of funds between the two parties. The parties may negotiate a fee for long-term services if a high level of service is requested by MEMA. Any

disbursement of funds must be agreed upon and approved prior to service. Nothing in this MOU restricts the UMaine System’s ability to qualify for reimbursement, through MEMA or directly, from available federal disaster relief funding for its action undertaken in support of MEMA pursuant to this MOU.

**V. Terms**

This Memorandum shall be effective upon signature of both parties. The initial term of the Agreement shall be 12 consecutive months, terminable upon notice of 90 days. The Agreement shall automatically and continuously renew for one (1) year periods, unless either party provides written notification of 90 days prior to the renewal date. The renewal date will be the same day and month of each year as the month and day the MOU was signed.

The parties expressly agree that this Memorandum is not intended and shall not be construed to create the relationship of employer, employee, agent, servant, partnership, joint venture or association between the parties hereto or any of their directors, officers, employees or agents.

Nothing in this Memorandum precludes the development of supporting plans, protocols, or other job aids to support this Memorandum, and improve the operational effectiveness of any of the tasks included in this Memorandum.

Nothing in this Memorandum precludes the parties from mutually agreeing upon event-specific actions to meet emergency needs.

The parties hereby agree that they will not incur any obligations on the part of the other party or act as agent of the other party and agree that neither party has the authority to bind the other.

**VI. Capacity to Enter into Memorandum**

The persons executing this Memorandum on behalf of their respective entities hereby warrant that they have the right, power, legal capacity, and appropriate authority to enter into this Memorandum on behalf of the entity for which they sign.

**The University of Maine System**

James B. Thelen

Signature

James B. Thelen

James B. Thelen

Chief of Staff and General Counsel

March 22, 2020

Date

**Maine Emergency Management Agency**

Peter J. Rogers

Signature

PETER J. ROGERS

Peter J Rogers

Director

22 MARCH 2020

Date

## Appendix 1: Points of Contact (POCs)

### MEMA POCs

*Primary Contact: Information*

Name:	Peter Rogers
Title:	Director, Maine Emergency Management Agency
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*Secondary Contact: Information*

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Title:	Acting Deputy; Director, Director, Mitigation, Preparedness, and Recovery Division
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*Tertiary Contact: Information*

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Title:	Director, Operations & Response Division
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**2-1-1 Maine, Inc. POCs***Primary Contact: Information*

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