



**Public Safety and Community Services  
Council Committee  
Agenda  
March 24, 2016 at 4:00 PM  
Auburn Hall – Council Chambers**

**1) Call to Order and Introductions**

- Councilor Leroy Walker, Committee Chairman, calls meeting to order with Council and staff introductions

**2) Minutes of previous meetings** (copy of meeting minutes attached to this agenda)

- Approve meeting minutes from previous meeting (February 25, 2016)

**3) Agenda items listed for review:**

- Fire Department: *Mutual Aid*: Materials provided by Chief Roma.
- Police Department: *Parking*: Materials provided by Chief Crowell.
- Police Dept. & 911: *911 Consolidation*: Materials provided by Chief Crowell and Director Gamache.

**4) Committee Recommendations:** Pending

**5) Staff Updates:** Pending

**6) Public Comment**

**7) Next Meeting Agenda-Setting**

- Confirmation of next meeting: April 28, 2016 at 4 PM at Council Chambers, City Hall
- Committee to establish the agenda for next meeting

City of Auburn  
**Public Safety and Community Services Council Committee Minutes**  
Thursday, February 25, 2016  
6:00 PM  
Council Chambers

**Present:** Councilor David Young; Councilor Leroy Walker; Councilor Andy Titus; Denis D'Auteuil, Assistant City Manager; Paul Fraser, Director of Info Technology; Dot Meagher, Director of Social Services; Phil Crowell, Chief of Police; Jason Moen, Deputy Chief of Police; Phyllis Gamache, 911 Director; Frank Roma, Chief of Fire; Tim Allen, Deputy Chief of Fire; Mamie Anthoine Ney, Library Director; Erin Towns, ELHS Teacher; and Mason LaGasse, ELHS Student.

Denis D'Auteuil opened the meeting with request for two immediate actions:

- Elect a committee chairperson: Councilor Leroy Walker was elected chairperson.
- Determine meeting schedule of committee, going forward: Councilor Walker will get back to the Committee with that information within the next week.

Denis asked committee members to identify higher priority items that could be addressed at upcoming March meeting:

1. **Councilor Titus:** recommended each committee member identify their 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> priority;
2. **Councilor Young:** would like to address the consolidation of Lewiston/Auburn 911, mutual aid, and parking problems in the city;
3. **Phil Crowell:** gave an update on *county dispatch consolidation*, including a brief history of studies done, challenges, issues, and recommendations. Chief Crowell will give council members update so they can make a decision in the near future. Denis will put this on the March agenda for council;

*Parking issues:* Chief Crowell advised committee that we need to evaluate options such as permit parking, meter parking, and 'pay and display' parking. At this point we need input from councilors, business owners, and residents.

*Ordinances:* Chief Crowell would like to look at ordinances to bring forward.

*Annual Report:* Completed and to be put on the website tomorrow.

4. **Phyllis Gamache:** *County dispatch consolidation* – recommended all under one roof. L/A accounts for 40% of county calls. L/A could accommodate taking over consolidation but other county centers could not. If L/A takes over, a reasonable cost must be assigned to dispatch calls.

5. **Frank Roma:** Both Police and Fire use *mutual aid* governed by state mutual aid agreement. EMS provides mutual aid if it does not leave the city with no coverage. Chief Roma to get mutual aid documents to Councilor Walker before the next meeting;

*EMS, Operational side:* Has had conversations in the past with councilors about collection options. Jill Eastman can provide financial information in whatever format would be helpful to council members, going forward, as she is very involved in process. Councilor Titus said that since EMS accounts for 70% - 80% of the Fire Department's calls, this needs to be a high priority conversation;

*Safer Grant:* Chief Roma would like feedback on this grant, which is due March 25<sup>th</sup>. The grant would pay the salary and benefits for 4 additional fire department staff members to cover Engine 2. Councilor Walker will bring the information to the council for their input as soon as possible, given the timeline. If we procure the grant, Council holds the final authority to either accept or not accept it.

6. **Mamie Anthoine Ney:** *NASA Exhibit* – April 13 to July 8, with 20 programs planned to coincide with exhibit.

*Cornerstone to Science Grant:* to help library build stem capacity and help state libraries become proficient in planning programs;

*100<sup>th</sup> Anniversary of Pulitzer Prize:* Grant obtained to take part in series of programs including bringing political cartoonist to the library;

*Building Audit:* First grant application failed, but currently looking for another grant possibility, considering public help, or capital campaign options. Need to find out what the needs are; prioritize those needs; and identify cost involved in addressing them.

7. **Paul Fraser:** *Great Falls TV recently folded into City IT Department.* This may be a long process to sort out what needs to be done and how it is going to work, including whether or not there will be an established studio. Denis D'Auteuil advised that once the committee for Great TV is seated, the first order of business is to create bylaws for committee. Will need full council to adopt bylaws.
8. **Dot Meagher:** No initiatives to bring forward. Social Services is a part-time department. Clientele has decreased recently. Discussed options for employee donations and working with other committees.
9. **Public Interaction:** Former Councilor Tiz Crowley addressed the committee with concerns and recommendations about "community services" and "community development".

Meeting ended: 8:01 PM

**Maine First Responders**  
**State-Wide Mutual Aid Agreement**



**February 2014**

**Maine Emergency Management Agency  
45 Commerce Drive, Suite 2  
Augusta, Maine 04333  
(207) 624-4400**



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## **CONCEPT AND DESIGN**

### **Purpose**

The purpose of the State-wide Mutual Aid Agreement (hereafter known as the Agreement) is to provide local first responders with easy access to large quantities of resources or specialties that may be needed in a major fire, disaster or other major emergency or event. The Agreement is based on a series of observed occurrences and shared experiences during recent disasters and major emergencies in the State of Maine. It is also an evolution of our past experiences in dealing with the day-to-day incidents that continually challenge our resources and competencies. Most importantly, it is a practical approach to provide emergency service resources in quantities or specialties beyond the means of any single department.

The local first responders are the first tier of defense in responding to the ravages of a disaster. However, no community has sufficient resources to cope with all emergencies. The State-wide Mutual Aid Agreement Working Group developed the Agreement to provide for the systematic mobilization, deployment, organization, and management of emergency service resources to assist local agencies responding to major incidents or emergencies.

### **Scope**

Maine is susceptible to natural and man-made disasters, therefore accentuating the need for this level of coordination and preparation. The effective management of emergency response personnel during the incipient stage of any major incident and throughout its extended operations will, by far, have the most significant impact on life loss and the severity of injuries to the affected population. The Agreement provides for the rapid activation and response of aid to a community in the event of localized or wide-spread disasters. These events can include a major fire, train derailments, hazardous materials incidents, wildland fires, domestic terrorism and other events that may overwhelm the local agencies serving the community and its normal mutual aid resources.

The Agreement will serve as the mechanism to commit local fire, EMS, law enforcement, public works and other resources as well as State resources, such as Inland Fisheries and Wildlife (IF&W), Agriculture, Conservation and Forestry (ACF), and State Police, to emergencies as required.

### **Definitions**

EMS -- Emergency Medical Service

EOC -- Emergency Operations Center. This can be operated by a city, county, or state.

ERT -- Emergency Response Team

ESF -- Emergency Support Function

FEMA -- Federal Emergency Management Agency

FOG -- Field Operations Guide

ICS -- Incident Command System

MEMA -- Maine Emergency Management Agency

METRO AREAS - -South Portland, Portland, Lewiston, Auburn, Augusta, Bangor

MOU -- Memorandum of Understanding

NIMS -- National Incident Management System

INCIDENT TYPES – See Appendix E for complete definitions

## **Key Concepts of the Agreement**

The Agreement is directed towards enhancing disaster management at the local, county, and state level of government by:

1. Providing a simple method to immediately activate large quantities of fire, EMS and specialized personnel and resources.
2. Establishing the positions, roles, and responsibilities necessary to activate and maintain this plan.
3. Complimenting other disaster plans at the local and state level.
4. Utilizing the Incident Command System (ICS) and the principles of the National Incident Management System (NIMS) which have been adopted by the State of Maine.

## **AUTHORITY**

The authority for local first responders to participate in the Agreement is detailed within Title 37-B, Chapter 13, Section 784 (Mutual aid arrangements) which states in part:

“The director of each local organization for emergency management shall, in collaboration with other public and private agencies within the State, develop or caused to be developed mutual aid agreements for reciprocal emergency management aid and assistance in the case of a disaster too great to be dealt with unassisted. These arrangements must be consistent with the state emergency management program, and in time of emergency each local organization for emergency management shall render assistance in accordance with the mutual aid agreements.”

Additional authority is granted under Title 37-B, Chapter 13, Section 784-A (Right to call for and employ assistance) which states in part:

“The Maine Emergency Management Agency and local organizations for emergency management may employ any person considered necessary to assist with emergency management activities. All persons called and employed for assistance shall proceed as directed by the Maine Emergency Management Agency or the local organization. Any person called and employed for assistance either within the State or in another state under chapter 16 or in a Canadian province under chapter 16-A is deemed to be an employee of the State for purposes of immunity from liability pursuant to Sections 822, 926 and 940 and for workers’ compensation insurance pursuant to Section 823, 928 and 942, except for persons excluded from the definition of employee pursuant to Title 39-A, Section 102, Subsection 11.”

All political subdivisions within the State are covered by the Maine First Responders State-wide Mutual Aid Agreement, dated November 2008, as drafted by the agency and referred to in this section as “the agreement”, except that a political subdivision may withdraw from the agreement by enacting a local ordinance that withdraws from the agreement.

## **TRAINING COMPETENCIES/PHYSICAL CAPABILITIES**

All personnel responding to an Agreement activation shall have the requisite professional certifications for the position they are filling. And, at the minimum, they will have met the NIMS Compliance requirements as delineated in Appendix A (NIMS Compliance Requirements). NIMS compliance requirements for personnel not specifically designated in Appendix A will be identified by the requesting agency as necessary.

## **RELATIONSHIP WITH STATE EMERGENCY OPERATIONS CENTER**

The emergency management structure in the state of Maine is guided by Title 37-B, Chapter 12 (Maine Emergency Management Act) and sets up a structure, which reflects three levels of intervention within the State (local, county and state) and directs that emergency management functions be coordinated with comparable functions within the Federal Government. The basic concept of the Agreement is that the local level of government shall have initial responsibility for emergency response and relief, attempting to mitigate the situation with the resources available at that level. Requests for additional assistance from the next higher level of government will be made when the magnitude of the disaster either exceeds the resources of the local level of government or the resources needed are not available at the local level.

Under Title 37-B, each county government is to operate an emergency management agency for the purpose of coordinating disaster relief efforts in that county. Upon exhaustion of resources at the local or county level, requests for assistance through the State will be made to the Maine Emergency Management Agency (MEMA). Based on this or other information, the Governor may declare a state of emergency exists and invoke special powers as may be prescribed by law. The State Emergency Operations Center (EOC) will be activated at this time and will provide direct liaison to the County EOC regarding the coordination of state-wide resources requested by, responding to or operating in the affected area.

State agencies, operating as part of the Emergency Response Team (ERT) in the State Emergency Operations Center (EOC) will provide resources to local governments according to the functional responsibilities outlined in Appendix B (ESF Functions and Responsibilities). These functions are referred to as Emergency Support Functions (ESF). For each function, a designated lead State agency will have primary responsibility and will provide resources and leadership relating to that function. In situations where full activation of the EOC is not warranted, requests for state-wide mutual aid will be coordinated directly by MEMA. Appendix C (Forms) contains a copy of the Request for Assistance Form.

When local, county and state resources are determined to be inadequate to respond to the emergency, the Governor will request assistance through the Federal Emergency Management Agency (FEMA), Emergency Management Assistance Compact (EMAC), International Emergency Management Assistance Compact (IEMAC), Northeastern Forest Fire Protection Compact (NFFPC) or other agreements. The requests will be based on state and local damage reports and expenditure reports for disaster-related activities. When the President of the United States declares an emergency or a major disaster, federal assistance would then be authorized to assist State government. In Maine, the MEMA has been designated as the state agency responsible for coordinating assistance received through federal programs.

## **PLAN MAINTENANCE**

### **State-wide Mutual Aid Agreement Working Group**

The maintenance of the Agreement, including its development, revision, distribution, training and exercising is the responsibility of the Maine Emergency Management Agency in coordination with its partner organizations represented in the working group. MEMA shall be the conduit for information. All comments from users shall be sent to all working group members. Working group membership consists of representatives of the following:

Bureau of Insurance  
County EMA Directors  
Career Fire Chiefs  
Call Fire Chiefs  
County Sheriffs  
Department of Administrative and Financial Services  
Emergency Medical Service  
Local Law Enforcement  
Maine Emergency Management Agency  
Maine Forest Service, Forest Protection Division  
Maine Municipal Association  
Maine State Police  
Maine Wardens Service  
Public Works  
State Attorney General  
Volunteer Fire Chiefs

## **Revision Process**

The Agreement will be reviewed on a bi-annual basis by members of the working group. During the interim period between the bi-annual reviews, recommendations for revision will be forwarded to MEMA for distribution to and concurrence by the working group. MEMA in coordination with the working group is authorized to publish changes to the agreement as necessary.

All changes to the Agreement will be documented and included in the Agreement Revision Log by MEMA. This log will be maintained by MEMA and incorporated as part of the Agreement. Additionally, a record of those serving on each review process will be documented and included into the Agreement Revision Log.

MEMA will maintain an updated version of the Agreement, including all revisions, on the MEMA web site. In addition to maintaining the Agreement, MEMA will also maintain the state-wide resource database as described later in this Agreement.

## **ACTIVATION OF THE AGREEMENT**

### **Concept**

The Agreement recognizes that there are several variations of mutual aid agreements throughout the State of Maine. This Agreement is not intended to replace or inhibit the development of any local, regional or inter-agency mutual aid agreements. When a municipality is affected by a disaster situation locally, the Incident Commander will initially request additional assistance by utilizing local mutual aid agreements. When a jurisdiction is no longer able to obtain sufficient assistance through those agreements, it may activate the Agreement by requesting additional assistance through the County EMA Director, except for the metro regions as defined by MEMA. Metro areas may elect to contact MEMA directly. Metro areas remain responsible for informing the County Director of requests they have made or filled. The County Director in coordination with the local dispatch center will determine if the requested resources are available from within the County, by referring to the state-wide resource database as necessary. If those resources are available for dedication to the incident, they will be dispatched. The County Director will notify the MEMA Duty Officer regarding the actions that have been taken. If resources are not available within the county, the request will be forwarded to the MEMA Duty Officer for action. The MEMA Duty

Officer in coordination with MEMA Staff and, when appropriate, ERT members and/or County Directors, will determine the best resourcing solution based on availability, time/distance factors, equipment and manpower, and training/experience. The resource database will serve as the primary tool for identifying potential resource providers.

### **Requests for Assistance**

During any major incident, interagency coordination is essential. Beyond the immediate incident site, this coordination is accomplished by the network of local, county and state Emergency Operations Centers (EOCs). Upon the activation of the County EOC during major events, standard response requests for assistance shall be channeled from the Incident Commander (IC) to the local EOC, which may be co-located with the IC, through the County EOC. Defined Metro areas may elect to submit requests directly to MEMA with a back brief to the County Director. This does not preclude the Incident Commander from making the request for a standard response if the appropriate EOC has yet to become operational. For rapid type responses the request may be made by the Incident Commander or his/her designee directly to the Dispatch Center.

When the situation escalates beyond local capabilities, requests for assistance will be processed through the county EOC in the following sequence:

- Upon receiving a request for assistance, the County Director will complete a Request for Assistance Form listing which municipality is making the request, exactly what resources are being requested, nature of the mission to which those resources will be assigned and the anticipated duration of the mission.
- The County Director locates and coordinates delivery of resources from within the county.
- If resources are not available within the county, the County Director will notify MEMA of the request.
- MEMA staff will coordinate with ERT members and other County Directors to locate potential resources.
- Sender County confirms availability of resources and concurs with deployment.
- Sender County coordinates delivery of resources.
- MEMA notifies requesting County Director. Requesting County Director notifies local requesting entity.

Appendix D (Request for Assistance Process) contains a flowchart depicting the process described above.

Note: If a department receives a request that they cannot fill, it has the right to refuse. Likewise, a requesting agency has the right to request alternative resourcing solutions.

### **Resource Inventory**

Local participating agencies will submit a resource inventory form to their County Director. County Directors will consolidate this information into the state-wide resource database. Each applicable state agency will also maintain an updated inventory of resources available for response within the scope of the Agreement. The database will be the primary source for identifying potential equipment, vehicle and personnel resources. Appendix C contains a copy of a sample Resource Inventory Form.

### **Directions for Completing the Resource Inventory**

1. Only include resources that are available for response to a disaster elsewhere, without reducing your

own capabilities to an unacceptable level. Use of backfill though local mutual aid may be employed as a method to avoid unacceptable reduction in capabilities.

2. Use the special information area on the inventory list for resources that need clarification for unusual attributes (Example: Specialized equipment such as lighting trucks, high-X foam units, communication units etc. or personnel with special skills such as bi-lingual, foreign languages or sign for the deaf).
3. Use a separate list, if necessary, for additional resources not typed on these resource lists. Be specific in describing features or qualifications.

## **DEPLOYMENT OF RESOURCES**

### **Critical Concepts**

Critical to the success of this deployment plan is the concept of an efficient timeframe for deployment. If a requested resource is not available for deployment as requested, alternative sources must be identified. Additionally, it is critical that all resources deployed are adequately documented and tracked. This is important for both safety and cost accounting purposes.

### **Time Frame for Deployment**

- **Rapid Response:** In many emergency situations, a rapid deployment may be deemed necessary and authorized as a Rapid Response. Time frame for deployment of these missions shall be as soon as possible, preferably within 1 hour of notice of dispatch and authorization. Unless otherwise stated, the anticipated duration of the deployment will be up to 24 hours. The request will direct the deploying resources to respond to the designated Staging Area or check-in area identified by the IC. The Staging Area shall be under the direct supervision of a Staging Area Manager. Responding units should plan to be self-sufficient for the length of the assignment.
- **Standard Deployment:** Unless specified otherwise at the time of request, the standard for deployment of resources shall be within three (3) hours of notice from the Dispatch/authorization. Deployed resources shall report to the designated location identified in the deployment request. For incidents greater than rapid response, responders need to be self-sufficient for the first 72 hours. Consideration shall include transportation, food, and overnight shelter.
- **Credentialing:** Credentialing will be maintained at local level following accepted standards. Qualification sheets shall be maintained for all individuals being deployed on statewide incidents. Photo ID system may also be used. Level 3 incidents will be trigger point for full credentialing. Level 4&5 incidents will operate under normal local credentialing requirements. Example: Firefighters for level 3 will require Firefighter 1 certification, same for all agencies. Individuals operating at an incident prior to elevation to level 3 will be exempt from credentialing. Appendix E (Incident Complexity and Types) provides additional detail regarding the various levels of incidents.

### **Self Dispatch**

First Response units and/or individuals shall **not** self dispatch to planned activations. It is the responsibility of MEMA, local and county directors, and dispatch centers to take aggressive action to insure

that such resources are not utilized. There shall be no funding support or reimbursement provided to self dispatched units or personnel.

## Resource Typing

Resource typing will be consistent with the most current edition of the FEMA/NIMS Integration Center's *Resource Typing Definitions* document or county resource list.

## Resource Tracking

Resource tracking takes place at two levels. At the tactical (incident) level, the IC and his staff will track resources to ensure accountability and proper utilization. At the strategic level, the County /local/state EOC's, will track resources. As deployed resources are demobilized, they should report their return to base status to the County EOC for relay up the emergency management chain. During large scale events, MEMA will activate an event resource log to provide a common operating picture.

## Documentation

Teams or vehicles which are identified by participating agencies to respond as a part of the Agreement are to be equipped with a mission book. Such books should include the following:

- Copy of all ICS forms including multiple copies of ICS 214, Unit Log.
- Emergency Contact Form.
- Copy of all vehicle/apparatus registrations/insurance/inspection.
- Copy of basic vehicle/apparatus inventory.
- Copy of "Rapid" and "Standard" response guide sheets.

Prior to responding or while en-route the officer in charge will insure completion of the ICS 211(Check-in form) and the Emergency Contact Form and have them available to present when arriving at Staging.

Once requested resources arrive in the designated Staging Area, it is critical that the documentation process begin. Documentation is important in order to receive funds should the incident become eligible for reimbursement at the State or Federal level. The documentation process is the responsibility of the requesting jurisdiction. The requesting jurisdiction must complete a "Disaster Team Deployment Form" (See Appendix C). The local jurisdiction will then forward such information to the County EOC. The Disaster Team Deployment Form shall contain the following information on each individual that has been deployed:

- **Incident #** -- to be issued by MEMA.
- **Staging Area Location** -- as set by the requesting jurisdiction.
- **Date/Time Deployed** -- available through Central Dispatch Center and to be updated as replacement crews are deployed.
- **Date/Time Demobilized** -- to be updated as the mission is completed.
- **Full Name** -- as it would appear on payroll, social security, etc.
- **Agency** -- sponsoring department.
- **Last 4 digits of the Social Security Number** -- as it appears on the individual's payroll records.
- **Position** -- to indicate position within strike team, task force or position filled.
- **Unit Designation** -- apparatus number/designation individual is assigned to.

- **Comments** -- to provide additional information such special skills.
- **Emergency Contact** -- the name of a family member/friend and 24-hour contact number for each team member deployed.

## **Dispatch Information**

All requested resources will receive dispatch information prior to responding to the incident. The information will clearly identify:

- Call back telephone number of the Central Dispatch Center.
- Contact name and telephone number of the jurisdiction requesting assistance.
- Staging area location in affected area.
- Directions to staging area (maps are always helpful)
- Any special instructions.

## **Demobilization**

Demobilization from incidents will be relayed through appropriate dispatch channels to notify home units of release of their resources. All assigned resources must follow established demobilization procedures. Termination of the Incident Command System is not accomplished until demobilization is complete. Demobilization should be coordinated by the Demobilization Unit Leader and completed in accordance with the ICS principles of NIMS.

## **LOGISTICAL SUPPORT**

### **Self-Contained**

The logistical support of mutual aid resources is critical in the management of a disaster effort. Logistical support will be established as soon as possible and will be maintained by the agency requesting the resources. Logistical support for responding agencies will be coordinated by the Logistics Section of the Incident Command organization. Responding personnel, however, should also bring clothing and personal hygiene items to support up to 24 hours for a rapid and 72 hours for a standard mission. During extended operations, particularly in remote areas, responding agencies may be required to provide additional logistical support. Such requirements should be identified by the requesting agency as part of the request for resources.

### **Communications**

The key to the successful operation of the various resources into a region will depend heavily upon the ability of these agencies to communicate effectively with each other. It is realistic to assume that in the wake of a major disaster, the existing communication system in the affected area may have been impacted. There are four Mobile Command Vehicles positioned throughout the State that ICs may request through MEMA. Additionally, most of the County Emergency Managers have developed smaller command vehicles that can also be made available. The State's Communications Interoperability Plan (SCIP) outlines the way Maine will achieve interoperability. A key part of that plan is the implementation of the six common CONOPS channels that may be dedicated for use at a major incident (See chart below). Additionally, as part of the Public Safety Interoperable Communications (PSIC) program and additional federal grants, Maine has significantly improved its communications capability through improved training, education, procedures and equipment.



Day-to-Day Frequency (Permanent Assignment)		
1. SWSP	154.7100	State Wide State Police
2. NWCC	155.4750	Nation Wide Car to Car
3. EMS/LASAR	155.1600	Emergency Medical Services/Land/Air Search & Rescue
4. SPCC	154.9350	State Police Car to Car
5. SWF	154.3100	State Fire
6. SWCC	154.6950	State Wide Car to Car

NIMS requires the use of Plain Language for all voice transmissions. Adherence to this principle is especially critical when an incident involves multiple types of agencies. Use of codes that are not understood by all participants could lead to confusion and reduced effectiveness.

### **Force Protection**

Protection of responders will be coordinated with ESF 13 (Public Safety and Security) based on the nature of the mission and extent of risk to those responders. This protection shall include but not be limited to:

- Protection of personnel and equipment while in transit
- Security at the Base of Operations
- Protection during search & rescue operations
- Protection during rescue operations

The primary mission of the force protection resources is to assess and detect hostile activity before it becomes a risk to operations. The law enforcement officer must assess, evaluate, and then advise the Incident Commander or the senior operations officer, regarding risk associated with criminal or hostile individuals or groups.

### **ORGANIZATIONAL LIABILITY**

All liabilities shall be per Maine Law, Chapter 13, Title 37-B, §822 (Immunity)

“Neither the State nor any of its agencies or political subdivisions nor a person called out pursuant to section 784-A, including a voluntary and uncompensated grantor of a permit for the use of the grantor's premises as an emergency management shelter, may, while engaged in any emergency management activities and while complying with or attempting to comply with this chapter or any rule adopted pursuant to this chapter, be liable for the death of or injury to any person, or damage to property, as a result of those activities. This section does not affect the right of any person to receive benefits to which that person would otherwise be entitled under this chapter, under the Maine Workers' Compensation Act of 1992, under any pension law or under any act of Congress.” [2003, c. 510, Pt. C, §15 (RPR).]

### **CODE OF CONDUCT**

This Code of Conduct consists of the rules and standards governing the expected demeanor of members of

agencies responding as part of the Plan. Each system member is both a representative of their response team and their sponsoring agency. Any violation of principles or adverse behavior demonstrated will be looked upon as unprofessional. Such behavior may discredit the good work that the resource completes and will reflect poorly on the entire team's performance and its' sponsoring agency.

### **General Responsibilities**

- It is the responsibility of the sponsoring agency to prepare its system members before deployment regarding conduct expectations. Each deployed member is bound by their sponsoring agency's rules, regulations, policies, and procedures.
- It is the responsibility of each agency to reinforce the Code of Conduct during all planning sessions, team meetings and briefings and to monitor compliance.
- At no time during a mission will system members take personal advantage of any situation and/or opportunity that arises.
- It is the responsibility of each system member to abide by this Code of Conduct.

### **Individual Responsibilities**

As a basic guide, every responder will base all actions and decisions on the ethical, moral and legal consequences of those actions. It is in this manner that positive and beneficial outcomes will prevail in all system events. Accordingly system members will:

- Keep the value of life and welfare of the victim constantly in mind
- Remain cognizant of cultural issues including race, religion, gender and nationality
- Abide by all local law enforcement practices, including its policy regarding weapons.
- Abide by all regulations regarding the handling of sensitive information
- Follow local regulations and agency protocols regarding medical care and handling of patients and/or deceased
- Follow prescribed direction regarding dress code and personal protective equipment
- Not carry firearms unless authorized
- Not be in possession of non-prescribed or illegal substances
- Will not consume alcoholic beverages while on duty or subject to call back
- Only procure equipment through appropriate channels
- Follow State and Federal regulations or restrictions regarding taking and showing pictures of victims or structures
- Not remove any items from an operational work site as a souvenir
- Not deface any property
- Transit only via approved roadways and not stray into restricted area
- Demonstrate proper consideration for other teams' capabilities and operation practices
- Not accept gratuities to promote cooperation

### **REIMBURSEMENT PROCEDURE**

FEMA Disaster Assistance Policy 9523.6 (Mutual Aid Agreements for Public Assistance and Fire Management Assistance) specifies criteria by which FEMA will recognize the eligibility cost under the Public Assistance (PA) Program and the Fire Management Assistance Grant (FMAG) Program incurred through mutual aid agreements between applicants and other entities. This policy applies to emergency work authorized under Sections 403, 407, 420, and 502, of the Stafford Act, 42 U.S.C. 5121-5206, and the

implementing regulations of 44 CFR § 204 and §206.

Upon the activation of this plan, this Reimbursement Procedure will be applicable to all on-scene and responding agencies. The requesting organization will reimburse the responding organization for all deployment and operational costs to include those related to personnel, use of equipment, and travel. A responding organization may choose to assume or donate, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment and resources provided to the requesting organization. Reimbursement may be provided by the local entity requesting assistance or by the federal government if the incident occurs on federal land, or the incident may be covered by other statutes concerning reimbursement (e.g. hazardous materials incidents, disaster assistance, etc.). In any case, by participating in the Plan, agencies assume full responsibility for tracking their costs. Agencies should maintain documentation in accordance with established FEMA standards to avoid negative impact on financial or legal obligations. Furthermore, without valid documentation, no reimbursement will be made.

### **Financial Assistance Availability**

STATE -- The impact of major or catastrophic emergencies can exceed local financial resources and area agencies' ability to fulfill the needs of the citizens. In 2005 The State of Maine established the Disaster Recovery Fund as described in Title 37-B Section 745. The law states that, "The fund must be the first resource used when section 742 or 744 is invoked." Those two sections refer to a State Declaration of Emergency and a Federal Declaration of Emergency respectively. The funds balance may not exceed \$3,000,000. Since it must be used as a first resource for federally declared disasters, it is likely that all available monies would be allocated to the State's 15% share of disaster funding. As a result, with the law written as it currently is, it is very possible that no State funds will be available beyond the 15% match.

FEDERAL -- When damages are so extensive that the combined local and state resources are not sufficient, the governor submits a request for an emergency or major disaster declaration to the President through FEMA. A joint FEMA, state and local team will conduct a Preliminary Damage Assessment to determine if there is a need for federal assistance. If federal assistance is justified, the President may issue an emergency or major disaster declaration and various emergency or disaster programs are made available. Federal assistance is on a shared cost basis with 75% federal funds and 25% non-federal funds. In Maine, the non-federal share is normally split with the State paying 15% and the local community paying 10%.

### **Documentation**

Any reimbursement, either state or federal, is based on the supporting documentation. The same documentation procedures are applicable to both the state and federal claims. The documentation must be able to stand the test of audit. The forms utilized are available in a computerized version using MS Excel and may be downloaded from the MEMA web site or from WEBEOC. MEMA will also provide these forms electronically to State Agencies and County Directors for further dissemination. Failure to properly document costs may result in part or the entire claim being ineligible for reimbursement. In addition to documenting costs, it is also important to document the request for mutual aid.

### **Eligibility**

To meet eligibility requirements for reimbursement, an item of work must:

- Be required as the result of the emergency or disaster event.
- Have been requested by the impacted jurisdiction.
- Have been properly dispatched according to the Plan.

- Be located within a designated emergency or disaster area.
- Be the legal responsibility of the eligible applicant.

Responding organizations activated by this plan must submit reimbursement claims to the impacted jurisdiction(s).

### **Categories of Work**

The work most often performed under this plan is Emergency Work. This work is performed immediately to save lives, to protect property, for public health and safety, and/or to avert or lessen the threat of a major disaster. Emergency Work contains two categories: Debris Clearance (Category A) and Protective Measures (Category B).

It is possible that certain types of claims may be made under Permanent Work categories. For example, certain damages or losses of facilities and equipment may fall into the Permanent Work categories.

### **Expenses for Personnel**

During a federally declared disaster, only the actual hours worked beyond the regular duty time, either overtime or regular time hours, including Fringe benefits, can be claimed for FEMA category A and B (Emergency Work). Pay rates will be in accordance with the existing Collective Bargaining Agreement (CBA), pay ordinance or plan that is in effect at the time of the Plan activation. Standby time is not eligible for reimbursement. If time and one-half or double time is paid to regular hourly employees for overtime or holiday work, these payments must be in accordance with rates established prior to the disaster. Volunteer emergency service personnel activated by this plan may submit claims to the impacted jurisdiction(s) for reimbursement at the rate of \$12.00 per hour for personnel who are identified as members of public safety agencies who receive minimal or no compensation.

In some cases, FEMA may approve reimbursement for overtime costs associated with “backfilling”. If approved, this option would allow the department to be reimbursed when personnel are called back to work on an overtime basis to replace existing employees already approved to perform disaster related activities elsewhere. To facilitate this reimbursement, the responding department must have a written policy concerning “backfilling” in existence prior to the disaster.

### **Expenses for Equipment**

Each department may be eligible for reimbursement for the use of equipment owned (Force Account Equipment) by the department when it is used in disaster work. To assist in the reimbursement process, FEMA has developed a “Schedule of Equipment Rates”. The impacted jurisdiction should obtain the most recent version of the schedule available at ([www.fema.gov/government/grant/pa/eqrates.shtm](http://www.fema.gov/government/grant/pa/eqrates.shtm)) prior to submitting for reimbursement.

### **Damage/Loss of Equipment**

Equipment that is damaged and/or lost during disaster incidents may be eligible for reimbursement. The damage and/or loss must be documented along with sufficient supportive documentation such as video and/or photographs. Factors such as insurance, salvage, and age of the equipment (a Blue Book type of figure) will also be considered as a part of the review of the claim. If the documentation is not comprehensive, detailed and accurate, portions of the claim and possibly the entire claim may be

disallowed.

## **Rented Equipment, Contracted Services and Materials**

It is possible that a department may use some rented equipment, contracted services or consumable materials. These costs may also qualify for reimbursement.

## **Processing Claims**

Each response agency is responsible for preparing the necessary documentation and submitting a claim for resources deployed under this Plan. The requests for reimbursement should be submitted directly to the requesting municipality using the Standard Invoice Form contained in Appendix C. The requesting municipality is responsible for arranging for reimbursement from local, State or Federal funding sources as appropriate. The size of the event, the type of event and the type of emergency or disaster declaration can effect which funding sources are available. In all cases, time is of the essence.

## **Reimbursement Procedure**

The following notes are offered to assist the responding agencies regarding reimbursement procedures:

- The one procedure that should be consistent for the preparation of all claims is the documenting procedure.
- It is very important, especially for FEMA claims, that written mutual aid agreements be executed prior to a disaster. The Plan must be adopted by the local jurisdiction(s) prior to the incident. The crucial points that the agreement must contain are: 1) the terms for charges for mutual aid; and 2) there is no contingency clause, i.e. "Payment will be provided only upon receipt of funding from FEMA." This Plan meets those standards.
- Because we have a Mutual Aid Agreement in place, organizations providing assistance are viewed as "Contractors" by FEMA. As a result, the responding community only needs to provide the requesting community with the Standard Invoice Form mentioned above to receive reimbursement from the requesting community
- The requesting community can receive reimbursement from FEMA, when a Major Disaster has been declared, by presenting a copy of the Standard Invoice Form and a completed FEMA Form 90-126 (Contract Work Summary). See Appendix C.
- This procedure is preferred to the more complex alternate process of each responding community completing forms for the six categories of reimbursement and submitting them directly to FEMA. It also helps the responding community from incurring a 10% share of the total cost.
- Supporting documentation should be retained by the responding community in accordance with standard accounting protocols.
- Additional information is available from FEMA's "Public Assistance Guide" (FEMA 322) and FEMA's "Public Assistance Policy Digest (FEMA 321).

## **Disaster Declaration Process**

- Local Government responds to the emergency or disaster supplemented by neighboring communities and volunteer agencies. If the local government is overwhelmed, the County Emergency Management Agency requests an Emergency Declaration from the County Commissioners requesting state assistance;

- The State responds with state resources, such as the National Guard and other state agencies. If these resources are overwhelmed, then the state requests assistance from the Federal Emergency Management Agency (FEMA);
- Damage Assessment is conducted by local, state, federal and volunteer organization teams to determine losses and recovery needs;
- A Major Disaster Declaration is requested by the governor, based on the damage assessment, and an agreement to commit state funds and resources to long-term recovery;
- FEMA Evaluates the request and recommends action to the White House based on the disaster, the local community and the state's ability to recover;
- The President considers the request and FEMA informs the governor whether it has been approved or denied. This decision process could take a few hours to several weeks depending on the nature of the disaster.

## Appendix A -- NIMS Compliance Requirements

### NIMS-ICS Minimum Training Requirements for Maine Based on FY 12 FEMA Guidance October 1, 2011

Discipline	IS 800	IS 700	ICS 100	ICS 200	ICS 300	ICS 400	Notes
Local/County Officials		X					1
Local/ County Officials involved in EM operations		X	X	X			
Local EMA Director	X	X	X	X			8
County EMA Director	X	X	X	X	X	X	8
Public Works Director		X	X	X			
Public Works Worker/Road Commissioner		X	X				
School/Campus Emergency Team Leaders	X	X	X	X			2
School/Campus Emergency Team		X	X				7
Public Utilities Management		X	X	X			3
Public Utilities Worker		X	X				
Hospital Facility (Impacted Staff TBD)		X	X	X			4
EMS Chief		X	X	X	X	X	8
EMS Crew Chief		X	X				
EMS Personnel		X					
State/County/Local Law Enforcement Dept. Heads/Deputies		X	X	X	X	X	8
State/County/Local Law Enforcement Supervisors		X	X	X			
State/County/Local Law Enforcement Officers		X	X				
Fire Chief/Chief Officers		X	X	X	X	X	8
Fire Service Supervisors		X	X	X			
Firefighters		X	X				
DST/RRT Technicians		X	X	X	X		5
DST/RRT Operations/Responders		X	X	X			
MACC/EOC Management	X	X	X	X	X	X	
MACC/EOC Staff		X	X				
IMAT Level III/IV	X	X	X	X	X	X	Pos. Specific
Public Information Officers/Designees	X	X	X	X	X	X	6
Comm Center Supervisor and Deputy Supervisor		X (09)	X (09)				

**Note 1:** All elected/appointed officials charged with general policy development, G402/191

**Note 2:** Includes at a minimum the Principal and Assistant Principal

**Note 3:** Includes water and sewer districts

**Note 4:** Recommended by the Regional Resource Centers

**Note 5:** Technicians not expected to fill a Command Staff or General Staff position are not required to take ICS 300

**Note 6:** IMAT personnel are required to take additional courses (primarily in the ICS 700 and P-400 series)

depending on their area and level of Incident Management responsibility

Additionally, personnel responding to a request for assistance shall be in physical condition commensurate with the expected tasks to be performed and conditions to be faced.

**Note 7:** School Campus EM Personnel with a **critical/leadership role** in facility emergency response although it is recommended **leadership personnel that may act in absence of first responders** should additionally complete ICS 300 & 400.

**Note 8:** EMA Directors, MACC/EOC Management and staff, IMAT Level III/IV Staff, Public Works Directors, Chiefs/Deputies of **full-time** fire departments, Chiefs/Deputies of county level law enforcement agencies and **full-time** police departments with 15 or more full-time officers, EMS Agencies with more than 15 full-time personnel.



## Appendix B -- Emergency Support Functions and Responsibilities

<b>ESF #1 – Transportation</b> <b>State Lead Agency: Department of Transportation</b>
<ul style="list-style-type: none"> <li>• Aviation/airspace management and control</li> <li>• Transportation safety</li> <li>• Restoration and recovery of transportation infrastructure</li> <li>• Movement restrictions</li> <li>• Damage and impact assessment</li> </ul>
<b>ESF #2 – Communications</b> <b>State Lead Agency: Public Utilities Commission</b>
<ul style="list-style-type: none"> <li>• Coordination with telecommunications and information technology industries</li> <li>• Restoration and repair of telecommunications infrastructure</li> <li>• Protection, restoration, and sustainment of national cyber and information technology resources</li> <li>• Oversight of communications within the Federal incident management and response structures</li> </ul>
<b>ESF #3 – Public Works and Engineering</b> <b>State Lead Agency: Department, Veterans &amp; Emergency Management (DVEM)</b>
<ul style="list-style-type: none"> <li>• Infrastructure protection and emergency repair</li> <li>• Infrastructure restoration</li> <li>• Engineering services and construction management</li> <li>• Emergency contracting support for life-saving and life-sustaining services</li> </ul>
<b>ESF #4 – Firefighting</b> <b>State Lead Agency: Department of Agriculture, Conservation and Forestry/Fire Marshal</b>
<ul style="list-style-type: none"> <li>• Coordination of Federal firefighting activities</li> <li>• Support to wildland, rural, and urban firefighting operations</li> </ul>
<b>ESF #5 – Emergency Management</b> <b>State Lead Agency: Governor / MEMA</b>
<ul style="list-style-type: none"> <li>• Coordination of incident management and response efforts</li> <li>• Issuance of mission assignments</li> <li>• Resource and human capital</li> <li>• Incident action planning</li> <li>• Financial management</li> </ul>
<b>ESF #6 – Mass Care, Emergency Assistance, Housing, and Human Services</b> <b>State Lead Agency: American Red Cross</b>
<ul style="list-style-type: none"> <li>• Mass care</li> <li>• Emergency assistance</li> <li>• Disaster housing</li> <li>• Human services</li> </ul>
<b>ESF #7 – Logistics Management and Resource Support</b> <b>State Lead Agency: MEMA</b>
<ul style="list-style-type: none"> <li>• Comprehensive, national incident logistics planning, management, and sustainment capability</li> <li>• Resource support (facility space, office equipment and supplies, contracting services, etc.)</li> </ul>

<p><b>ESF #8 – Public Health and Medical Services</b>  <b>State Lead Agency: Department of Health and Human Services</b></p> <ul style="list-style-type: none"> <li>• Public health</li> <li>• Medical</li> <li>• Mental health services</li> <li>• Mass fatality management</li> </ul>
<p><b>ESF #9 – Search and Rescue</b>  <b>State Lead Agency: Department of Inland Fisheries &amp; Wildlife</b></p> <ul style="list-style-type: none"> <li>• Life-saving assistance</li> <li>• Search and rescue operations</li> </ul>
<p><b>ESF #10 – Oil and Hazardous Materials Response</b>  <b>State Lead Agency: Environmental Protection Agency</b></p> <ul style="list-style-type: none"> <li>• Oil and hazardous materials (chemical, biological, radiological, etc.) response</li> <li>• Environmental short- and long-term cleanup</li> </ul>
<p><b>ESF #11 – Agriculture and Natural Resources</b>  <b>State Lead Agency: Department of Agriculture, Conservation and Forestry</b></p> <ul style="list-style-type: none"> <li>• Nutrition assistance</li> <li>• Animal and plant disease and pest response</li> <li>• Food safety and security</li> <li>• Natural and cultural resources and historic properties protection</li> <li>• Safety and well-being of household pets</li> </ul>
<p><b>ESF #12 – Energy</b>  <b>State Lead Agency: PUC/Office of Energy Security and Independence</b></p> <ul style="list-style-type: none"> <li>• Energy infrastructure assessment, repair, and restoration</li> <li>• Energy industry utilities coordination</li> <li>• Energy forecast</li> </ul>
<p><b>ESF #13 – Public Safety and Security</b>  <b>State Lead Agency: Maine State Police</b></p> <ul style="list-style-type: none"> <li>• Facility and resource security</li> <li>• Security planning and technical resource assistance</li> <li>• Public safety and security support</li> <li>• Support to access, traffic, and crowd control</li> </ul>
<p><b>ESF #14 – Long-Term Community Recovery</b>  <b>State Lead Agency: MEMA</b></p> <ul style="list-style-type: none"> <li>• Social and economic community impact assessment</li> <li>• Long-term community recovery assistance to States, tribes, local governments, and the private sector</li> <li>• Analysis and review of mitigation program implementation</li> </ul>
<p><b>ESF #15 – External Affairs</b>  <b>State Lead Agency: Governor</b></p> <ul style="list-style-type: none"> <li>• Emergency public information and protective action guidance</li> <li>• Media and community relations</li> <li>• Congressional and international affairs</li> <li>• Tribal and insular affairs</li> </ul>

# **Appendix C**

## **Forms**

## Form #1 -- Maine Emergency Request for Assistance Form

<b>Event Title</b>	
<b>Mission # Assigned by MEMA</b>	

Requesting Agency	
Point of Contact (Name)	
Phone/Fax	
E-Mail	
Date/Time Request Made	
Description of Requirement	
Resource Required Detailed Information to include Kind/Type	
Date/Time Resource Needed	
Estimated Release Date/Time	
Duty Hours for Personnel	
Staging Area/Report to Location	
Lodging Provided? Where?	
Feeding Provided? Where?	
Requirements for Materials Offloading? Forklift?	
Requirements for Transportation?	

Coordinating County EMA	
Point of Contact (Name)	
Phone/Fax	
E-Mail	

Resource Provider	
Point of Contact (Name)	
Phone/Fax	
E-Mail	

## Form # 2 – Disaster Team Deployment Form

### DISASTER TEAM DEPLOYMENT FORM

<b>EVENT TITLE:</b>		<b>MISSION #:</b>	
<b>Date/Time Deployed:</b>		<b>Date/Time Demobilized:</b>	
<b>Staging Area Location:</b>		<b>Sending Agency:</b>	
Last name, First Name, MI:	Last 4 of SSN:	Position:	Unit Designation:
Comments, Special Qualifications:		Emergency Contact Name and Phone Number:	
Last name, First Name, MI:	Last 4 of SSN:	Position:	Unit Designation:
Comments, Special Qualifications:		Emergency Contact Name and Phone Number:	
Last name, First Name, MI:	Last 4 of SSN:	Position:	Unit Designation:
Comments, Special Qualifications:		Emergency Contact Name and Phone Number:	
Last name, First Name, MI:	Last 4 of SSN:	Position:	Unit Designation:
Comments, Special Qualifications:		Emergency Contact Name and Phone Number:	
Last name, First Name, MI:	Last 4 of SSN:	Position:	Unit Designation:
Comments, Special Qualifications:		Emergency Contact Name and Phone Number:	
Last name, First Name, MI:	Last 4 of SSN:	Position:	Unit Designation:
Comments, Special Qualifications:		Emergency Contact Name and Phone Number:	
Last name, First Name, MI:	Last 4 of SSN:	Position:	Unit Designation:
Comments, Special Qualifications:		Emergency Contact Name and Phone Number:	
Last name, First Name, MI:	Last 4 of SSN:	Position:	Unit Designation:
Comments, Special Qualifications:		Emergency Contact Name and Phone Number:	

\_\_\_\_\_  
**Authorized by**

\_\_\_\_\_  
**Title**







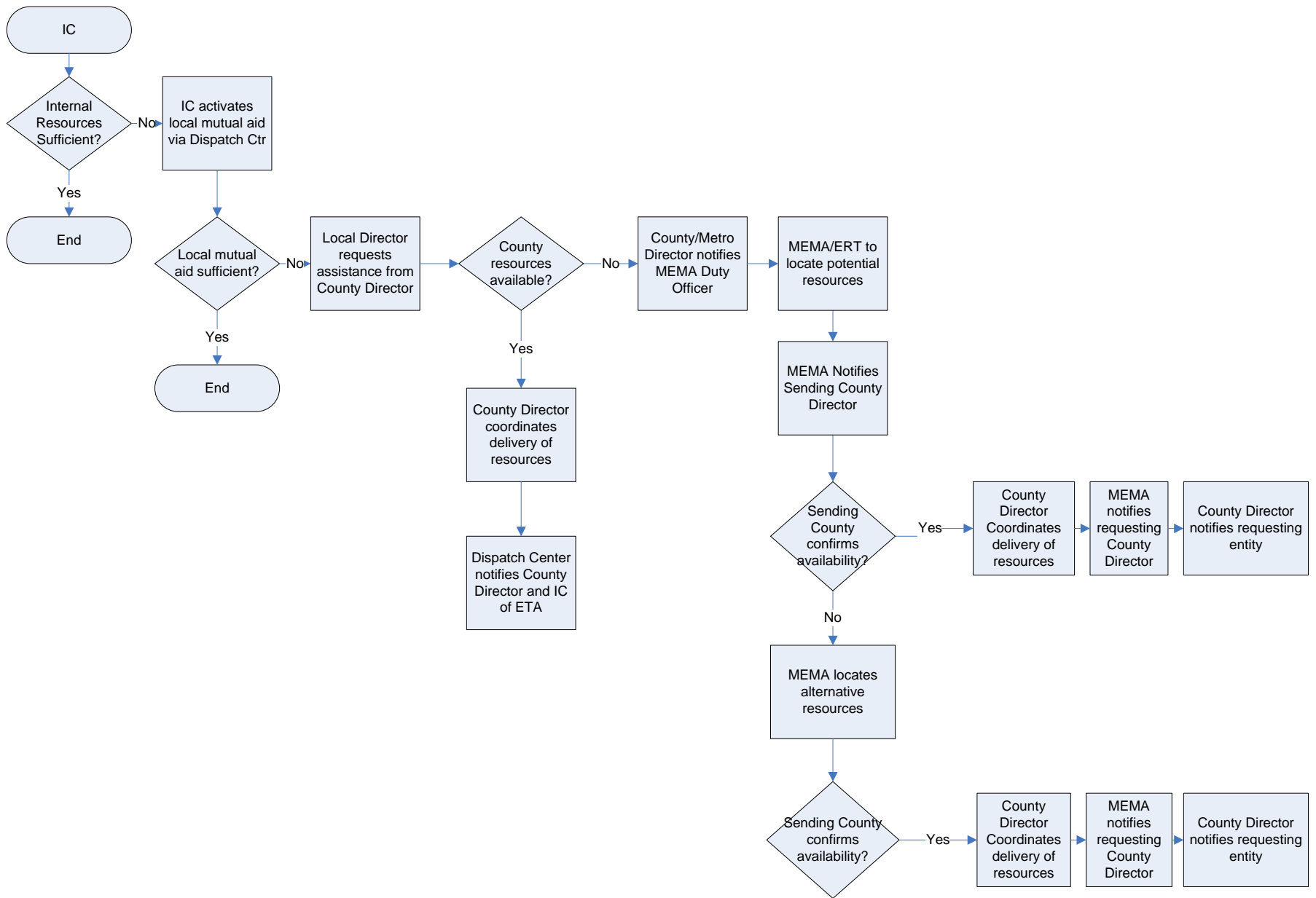


**Form # 5 – FEMA Form 90-126 Contract Work Summary Record**

DEPARTRTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY <b>CONTRACT WORK SUMMARY RECORD</b>			Page _____ of _____	<b>O.M.B. No. 1660-0017 Expires                  October 31, 2008</b>	
APPLICANT		PA ID NO.	PROJECT NO.	DISASTER	
LOCATION/SITE		CATEGORY			PERIOD COVERING
DESCRIPTION OF WORK PERFORMED					
<b>DATES WORKED                  COMMENTS - SCOPE</b>	<b>CONTRACTOR</b>	<b>BILLING/INVOICE NUMBER</b>	<b>AMOUNT</b>	<b>COMMENTS - SCOPE</b>	
<b>GRAND TOTAL</b>					
I CERTIFY THAT THE ABOVE INFORMATION WAS OBTAINED FROM PAYROLL RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT.					
CERTIFIED		TITLE	DATE		

**PAPERWORK BURDEN DISCLOSURE NOTICE** Public reporting burden for this form is estimated to average 15 minutes per response. The burden estimates includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the needed data, and completing, reviewing, and submitting the form. You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing this burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (1660-0017). Submission of the form is required to obtain or retain benefits under the Public Assistance Program. **Please do not send your completed form to the above address.**

# Appendix D – Request for Assistance Flowchart



## Appendix E -- Incident Complexity and Types

**Incident Types** - Incidents may be typed in order to make decisions about resource requirements. Incident types are based on the following five levels of complexity. (Source: U.S. Fire Administration)

<b>Type 5</b>	<ul style="list-style-type: none"> <li>• The incident can be handled with one or two single resources with up to six personnel.</li> <li>• Command and General Staff positions (other than the Incident Commander) are not activated.</li> <li>• No written Incident Action Plan (IAP) is required.</li> <li>• The incident is contained within the first operational period and often within an hour to a few hours after resources arrive on scene.</li> <li>• Examples include a vehicle fire, an injured person, or a police traffic stop.</li> </ul>
<b>Type 4</b>	<ul style="list-style-type: none"> <li>• Command staff and general staff functions are activated only if needed.</li> <li>• Several resources are required to mitigate the incident, including a Task Force or Strike Team.</li> <li>• The incident is usually limited to one operational period in the control phase.</li> <li>• The agency administrator may have briefings, and ensure the complexity analysis and delegations of authority are updated.</li> <li>• No written Incident Action Plan (IAP) is required but a documented operational briefing will be completed for all incoming resources.</li> <li>• The role of the agency administrator includes operational plans including objectives and priorities.</li> </ul>
<b>Type 3</b>	<ul style="list-style-type: none"> <li>• When capabilities exceed initial attack, the appropriate ICS positions should be added to match the complexity of the incident.</li> <li>• Some or all of the Command and General Staff positions may be activated, as well as Division/Group Supervisor and/or Unit Leader level positions.</li> <li>• A Type 3 Incident Management Team (IMT) or incident command organization manages initial action incidents with a significant number of resources, an extended attack incident until containment/control is achieved, or an expanding incident until transition to a Type 1 or 2 team.</li> <li>• The incident may extend into multiple operational periods.</li> <li>• A written IAP may be required for each operational period.</li> </ul>
<b>Type 2</b>	<ul style="list-style-type: none"> <li>• This type of incident extends beyond the capabilities for local control and is expected to go into multiple operational periods. A Type 2 incident may require the response of resources out of area, including regional and/or national resources, to effectively manage the operations, command, and general staffing.</li> <li>• Most or all of the Command and General Staff positions are filled.</li> <li>• A written IAP is required for each operational period.</li> <li>• Many of the functional units are needed and staffed.</li> <li>• Operations personnel normally do not exceed 200 per operational period and total incident personnel do not exceed 500 (guidelines only).</li> <li>• The agency administrator is responsible for the incident complexity analysis, agency administrator briefings, and the written delegation of authority.</li> </ul>
<b>Type 1</b>	<ul style="list-style-type: none"> <li>• This type of incident is the most complex, requiring national resources to safely and effectively manage and operate.</li> <li>• All Command and General Staff positions are activated.</li> <li>• Operations personnel often exceed 500 per operational period and total personnel will usually exceed 1,000.</li> <li>• Branches need to be established.</li> <li>• The agency administrator will have briefings, and ensure that the complexity analysis and delegation of authority are updated.</li> <li>• Use of resource advisors at the incident base is recommended.</li> <li>• There is a high impact on the local jurisdiction, requiring additional staff for office administrative and support functions.</li> </ul>

Sec. 20-30. - Agreements regarding fire rescue service to other communities.

- (a) The chief of the fire department, with the approval of the city manager, may negotiate agreements with the municipal officers or appropriate fire department officials in contiguous or neighboring cities and towns for the supplying of fire rescue service in the event of an emergency within any of such cities or towns. The chief of the fire department shall ascertain whether such other community has authorized the execution of such agreements on its behalf and that the persons purporting to act for it have authority to do so.
- (b) Such agreements may, in the discretion of the chief of the fire department and with the approval of the city manager, provide for:
  - (1) Mutual fire rescue aid and automatic aid on the part of the city and the other contracting community; or
  - (2) The rendering of fire rescue service by the city to such other community without any requirement that such other community provide reciprocal service to the city, but upon the assessment of a charge by the city to such other community reasonably reflecting the cost to the city for rendering such fire rescue service. The chief of the fire department may prepare and revise from time to time a list of fees to be charged for the use of particular pieces of firefighting equipment and for the time of the firefighting personnel of the city in providing such fire rescue service. The chief of the fire department shall furnish the city treasurer with itemized statements of such charges, which shall be billed by the city treasurer no less frequently than annually to any community which has received such fire rescue service.
- (c) Any such agreement, whether or not providing for mutual aid, may also contain the following:
  - (1) A provision requiring that the community receiving fire rescue service from the city shall indemnify and hold harmless the city for the cost of all injuries or damage to any person or property caused by the emergency equipment or personnel of the city in the course of responding to or returning from an emergency call in such other community.
  - (2) A provision requiring that the community receiving fire rescue service reimburse the city for any expense to it as the result of damage to any emergency or injury to any fire-rescue personnel of the city incurred in the course of responding to or returning from an emergency call in such other community.
  - (3) A provision reserving to the chief of the city fire department or, in his absence, to his deputy chief, discretion to refuse to send any emergency equipment or personnel in response to a call from another community or to order the return of any such equipment or personnel in the event of the existence of a fire or substantial risk of fire or other emergency in the city requiring the presence of such equipment or personnel within the city.
  - (4) A provision setting forth the procedure for initiating and relating a call for fire rescue service to the city fire department from authorized personnel of such other community.
- (d) When answering a call from another city or town, each company shall report to the officer in charge of the incident and shall be under his charge until ordered to return to its station.

(Code 1967, § 11-1.3)

**State Law reference**— Aid to other communities, 30-A M.R.S.A. § 3156.

Sec. 20-31. - Emergency medical services.

The fire department or its designee shall be responsible for providing emergency medical services.

**State Law reference—** Interlocal agreements authorized, 30-A M.R.S.A. § 2203.

## Maine Revised Statutes

### **Title 30-A: MUNICIPALITIES AND COUNTIES HEADING: PL 1987, C.**

#### **737, PT. A, §2 (NEW)**

#### **Part 2: MUNICIPALITIES HEADING: PL 1987, C. 737, PT. A, §2 (NEW)**

#### **Subpart 5: HEALTH, WELFARE AND IMPROVEMENTS**

#### **HEADING: PL 1987, C. 737, PT. A, §2 (NEW)**

#### **Chapter 153: MUNICIPAL FIRE PROTECTION**

#### **HEADING: PL 1987, C. 737, PT. A, §2 (NEW)**

### **§3156. Aid to other municipalities**

Unless otherwise provided by charter or ordinance, the municipal officers may authorize the municipal fire department or, if separate, employees who provide emergency services to aid with any public safety emergencies in other municipalities by providing as needed all the municipal fire department's available resources or, if separate, available employees who provide emergency services. Municipal and volunteer firefighters and employees who provide emergency services when assisting other municipalities have the same privileges and immunities as when acting in their own municipality. Any municipality may compensate an aiding municipality or volunteer fire association for damage to the aiding department's or association's property and to any firefighter or to the firefighter's surviving spouse or dependents because of injury or death sustained in the course of rendering aid to that municipality. [2005, c. 519, Pt. KKK, §1 (AMD).]

#### SECTION HISTORY

1987, c. 737, §SA2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §SA30,C8,C10 (AMD). 1999, c. 570, §3 (AMD). 2005, c. 519, §KKK1 (AMD).

The Revisor's Office cannot provide legal advice or interpretation of Maine law to the public.

If you need legal advice, please consult a qualified attorney.

[Office of the Revisor of Statutes \(mailto:webmaster\\_ros@legislature.maine.gov\)](mailto:webmaster_ros@legislature.maine.gov) • 7 State House Station •  
State House Room 108 • Augusta, Maine 04333-0007

Page composed on 01/05/2016 12:56:03.

Maine Revised Statutes

**Title 37-B: DEFENSE, VETERANS AND EMERGENCY  
MANAGEMENT HEADING: PL 1997, c. 455, §9 (rpr)**

**Chapter 13: MAINE EMERGENCY MANAGEMENT  
AGENCY HEADING: PL 1987, c. 370, §13 (rpr)**

**§784-B. MAINE FIRST RESPONDERS STATE-WIDE MUTUAL AID  
AGREEMENT**

All political subdivisions within the State are covered by the Maine First Responders State-wide Mutual Aid Agreement, dated November 2008, as drafted by the agency and referred to in this section as "the agreement," except that a political subdivision may withdraw from the agreement by enacting a local ordinance that withdraws from the agreement. [2009, c. 175, §1 (NEW).]

A local first responder agency may provide emergency management, fire, law enforcement, emergency medical, public works and other emergency services as necessary upon the request of any political subdivision within the State in accordance with the agreement. Additional preexisting contracts or agreements with the jurisdiction requesting the services are not required. [2009, c. 175, §1 (NEW).]

SECTION HISTORY

2009, c. 175, §1 (NEW).

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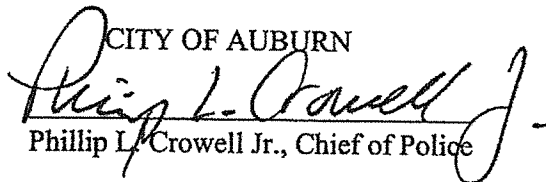
## MUTUAL AID PACT

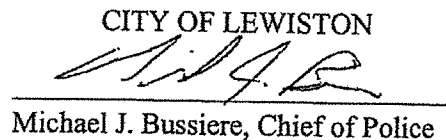
The Municipalities of Lewiston and Auburn, which are situated in the County of Androscoggin and are organized as governmental corporations under the laws of the State of Maine, do hereby agree to the following:

- I. Upon the request of the Chief of Police or the Commanding Officer on duty of the Police Departments named above, mutual assistance will be rendered to one another whenever one of the law enforcement agencies included in this pact determines that it cannot provide adequate protection to its community because of special and/or extraordinary conditions.
- II. Any and all Police Officers involved in rendering aid to a requesting law enforcement agency shall serve at the discretion of the Chief of Police or the Commanding Officer in charge of the Department requesting such aid.
- III. The Chief of Police or Commanding Officer in charge of any law enforcement agency requesting aid will assume command of the operation in their community. The ranking Officer of the law enforcement agency rendering assistance shall be in charge of the members of their Department; however, that Officer shall be under the direct command of the Chief of Police or Commanding Officer of the Department requesting the assistance.
- IV. All Police Officers assigned to render aid to a requesting law enforcement agency shall have the same authority, powers, and privileges as the members of the requesting law enforcement agency for as long as they are on duty in the community of the requesting law enforcement agency.
- V. The requesting law enforcement agency shall establish the communication protocol expected to be utilized by the rendering Department (Statewide Car-to-car or switching to the requesting agency's primary frequency, if available).
- VI. Before the withdrawal of Police Officers rendering aid to another Department is made, the Chief of Police or Officer in Charge of the Department requesting such aid shall be given reasonable notice that the Officers rendering such aid are to be withdrawn.
- VII. When an emergency situation that has resulted in a law enforcement agency requesting aid from another Department no longer exists, the requesting Department's Chief or Commanding Officer will give notice to the rendering Department's Chief or Commanding Officer that their forces are to be withdrawn.

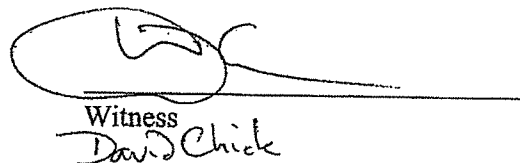
- VIII. The wages of the Officers assigned to render aid to a requesting law enforcement agency shall be paid by the agency rendering such aid.
- IX. All personnel of the responding law enforcement agency who are injured while in the process of providing aid to another agency shall be compensated by the responding law enforcement agency.
- X. All equipment, including clothing, belonging to the responding Department, which is damaged or destroyed in the course of providing aid to the requesting law enforcement agency, shall be repaired or replaced by the responding law enforcement agency.
- XI. Damaged property or any liability for injuries caused by the responding law enforcement agency to the requesting law enforcement agency's property and/or personnel shall be paid for by the responding law enforcement agency.
- XII. All liabilities incurred to third parties by the responding law enforcement agency for damage to property and/or injuries to persons shall be referred to the responding law enforcement agency to administer claims under its own insurance program.
- XIII. The municipal officers of the communities participating in this agreement reserve the right to amend this agreement for time to time, as they see fit; provided that any such amendment must be approved by all parties to this agreement.
- XIV. Each party to this agreement has the right to withdraw from said agreement upon giving thirty (30) days written notice of its intention to withdraw from the Mutual Aid Pact to the other participating party.
- XV. This agreement shall remain in effect until so terminated by the participants.

Signed this 20th day of February, 2013

CITY OF AUBURN  
  
Phillip L. Crowell Jr., Chief of Police

CITY OF LEWISTON  
  
Michael J. Bussiere, Chief of Police

  
Witness

  
Witness  
David Chick

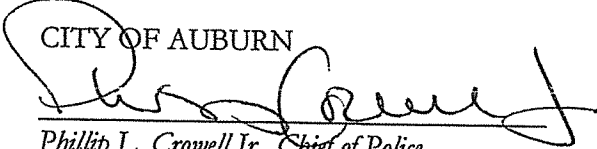
## MUTUAL AID PACT

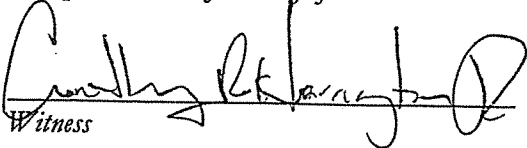
The Municipality of Auburn, which is situated in the County of Androscoggin, and the Cumberland County Sheriff's Office, which is situated in the County of Cumberland, and are organized as governmental corporations under the laws of the State of Maine, do hereby agree to the following:

- I. Upon the request of the Chief of Police, Sheriff or the Commanding Officer on duty of the Agencies named above, mutual assistance will be rendered to one another whenever one of the law enforcement agencies included in this pact determines that it cannot provide adequate protection to its community because of special and/or extraordinary conditions.
- II. Any and all Police Officers involved in rendering aid to a requesting law enforcement agency shall serve at the discretion of the Chief of Police, Sheriff or the Commanding Officer in charge of the Department requesting such aid.
- III. The Chief of Police, Sheriff or Commanding Officer in charge of any law enforcement agency requesting aid will assume command of the operation in their community. The ranking Officer of the law enforcement agency rendering assistance shall be in charge of the members of their Department; however, that Officer shall be under the direct command of the Chief of Police, Sheriff or Commanding Officer of the Department requesting the assistance.
- IV. All Police Officers assigned to render aid to a requesting law enforcement agency shall have the same authority, powers, and privileges as the members of the requesting law enforcement agency for as long as they are on duty in the community of the requesting law enforcement agency.
- V. The requesting law enforcement agency shall establish the communication protocol expected to be utilized by the rendering Department (Statewide Car-to-car or switching to the requesting agency's primary frequency, if available).
- VI. Before the withdrawal of Police Officers rendering aid to another Department is made, the Chief of Police, Sheriff or Officer in Charge of the Department requesting such aid shall be given reasonable notice that the Officers rendering such aid are to be withdrawn.
- VII. When an emergency situation that has resulted in a law enforcement agency requesting aid from another Department no longer exists, the requesting Department's Chief or Commanding Officer will give notice to the rendering Department's Chief or Commanding Officer that their forces are to be withdrawn.
- VIII. The wages of the Officers assigned to render aid to a requesting law enforcement agency shall be paid by the agency rendering such aid.
- IX. All personnel of the responding law enforcement agency who are injured while in the process of providing aid to another agency shall be compensated by the responding law enforcement agency.

- X. All equipment, including clothing, belonging to the responding Department, which is damaged or destroyed in the course of providing aid to the requesting law enforcement agency, shall be repaired or replaced by the responding law enforcement agency.
- XI. Damaged property or any liability for injuries caused by the responding law enforcement agency to the requesting law enforcement agency's property and/or personnel shall be paid for by the responding law enforcement agency.
- XII. All liabilities incurred to third parties by the responding law enforcement agency for damage to property and/or injuries to persons shall be referred to the responding law enforcement agency to administer claims under its own insurance program.
- XIII. The municipal officers of the communities participating in this agreement reserve the right to amend this agreement for time to time, as they see fit; provided that any such amendment must be approved by all parties to this agreement.
- XIV. Each party to this agreement has the right to withdraw from said agreement upon giving thirty (30) days written notice of its intention to withdraw from the Mutual Aid Pact to the other participating party.
- XV. This agreement shall remain in effect until so terminated by the participants.

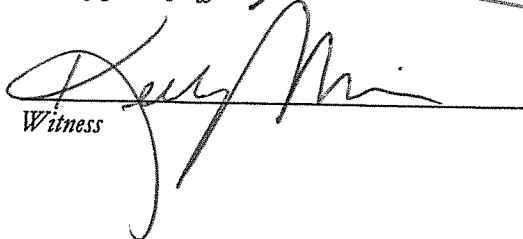
Signed this 28<sup>th</sup> day of June, 2013

CITY OF AUBURN  
  
Phillip L. Crowell Jr., Chief of Police

  
Witness

CUMBERLAND COUNTY S.O.

  
Kevin Joyce, Sheriff

  
Witness