

MEMORANDUM OF UNDERSTANDING (MOU)

Between

State of Maine, Maine Emergency Management Agency (MEMA)

and

Maine Motor Transport Association (MMTA)

This is an agreement between “Maine Emergency Management Agency”, hereinafter called MEMA and “Maine Motor Transport Association”, hereinafter called MMTA.

I. PURPOSE & SCOPE

The purpose of this MOU is to identify the roles and responsibilities of each party as they relate to natural or human-created disasters in the instance that MEMA requests assistance to provide transportation and other related services from commercial truckers and also meet the needs of its day to day customers.

In particular, this MOU is intended to establish a continuing relationship between MEMA and MMTA. MMTA will act as a source for the response and recovery of catastrophic events in the State of Maine which require transportation and/or other related services as stated in this MOU. MMTA will do so by identifying member capabilities in the areas of power units, trailers, debris removal, logistical support, fuel depot, warehousing and any other related services, and will endeavor to satisfy the request should it have the resources available to do so at the time of the request.

II. BACKGROUND

Definition of Disaster – Under Maine state law definition, the word “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 avert 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. “MEMA” RESPONSIBILITIES UNDER THIS MOU

The State shall correspond with MMTA as a source for transportation and related services, described in this MOU, which are needed and relates to emergencies resulting from various forms of disasters. MEMA will coordinate one or more points of distribution and notify MMTA of any predetermined distribution locations.

MEMA will inform MMTA once the State's Emergency Operation Center (EOC) is in full activation mode and trucking and/or related services may become necessary for coordination by MMTA.

IV. "MMTA" RESPONSIBILITIES UNDER THIS MOU

MMTA shall undertake the following activities:

MMTA will act as a point of contact for transportation and/or other related services for disaster resources rendered within the State of Maine so long as doing so will not adversely affect the ability for MMTA and its members to meet the needs of its customers. MMTA will endeavor to satisfy MEMA's request should it have the resources available to do so at the time of the request in accordance with the previous sentence. In order to minimize the cost to the state MMTA will geographically notify their transportation providers based on qualifications and whereabouts of disaster locations. When at all possible, MMTA will provide member services within a 48-72 hour time period.

Types of resources may include, but are not limited to, power units (truck tractors, dump trucks, box trucks), trailers (flatbed, dry van, reefer, fuel tanker, water tanker, pump, drop deck/lowboy), debris removal (open top trailer, trucks w/crane, trailers w/crane, log trailers), services (logistical support, fuel depot, warehousing).

Upon request, MMTA will provide MEMA updated resource inventory to the extent available

MMTA will inform its member companies that it must comply with requirements of Title 37-B, Occupational Safety and Health Administration (OSHA) Standards, provide adequate liability coverage for services performed and any other state requirements not mentioned as directed by MEMA.

MMTA member companies participating in this voluntary program agree that initial response services must be billed at previous day's Time and Materials (T&M) rate. Agreed upon emergency response fees may be acceptable with prior approval from MEMA.

MMTA is responsible for designating a 24/7 point of contact. MEMA must be notified immediately of any changes in contact information.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

Any services provided by MMTA will be performed in a manner that is in the best interest of the State, as determined jointly between MEMA and MMTA; with each party understanding that MMTA will strive to assist the State during a disaster while continuing to meet the needs of its customers throughout the state.

Both parties as part of the MOU are fully indemnified to the fullest extent of the law (see Title 37B) as a result of any service provided in this MOU. This MOU does not impose any liability on MMTA for the performance or non-performance of its members.

VI. FUNDING

This MOU *does not* include the reimbursement of funds between the two parties. The parties may negotiate a fee for long-term services in “Federal Declared Disasters” if a high level of service is requested by MEMA.

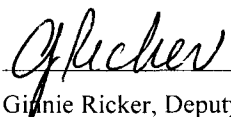
VII. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of MEMA and MMTA authorized officials unless modified in writing by mutual consent of both parties or terminated by any party upon a 30-day advance written notice to the other. It shall be in force from October 1, 2008 and continue annually until amended or terminated by either party.

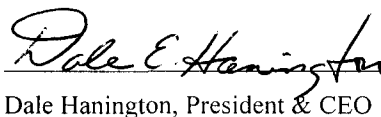
MEMA and MMTA indicate agreement with this MOU by their signatures.

Maine Emergency Management Agency

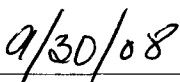
Maine Motor Transport Association



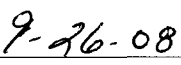
Ginnie Ricker, Deputy Director



Dale Hanington, President & CEO



Date



Date