

Order 160-04/05

Passage: 2/23/05 8-0 (Cohen absent)

JILL C. DUSON (MAYOR)(A/L)  
PETER O'DONNELL (A/L)  
JAMES F. CLOUTIER(A/L)  
NICHOLAS M. MAVODONES (A/L)

**CITY OF PORTLAND**  
IN THE CITY COUNCIL

WILLIAM R. GORHAM (1)  
KAREN A. GERAGHTY (2)  
DONNA J. CARR (3)  
CHERYL A. LEEMAN (4)  
JAMES I. COHEN (5)

**ORDER AUTHORIZING AGREEMENT  
WITH SOUTH PORTLAND  
RE: LEGAL SERVICES**

**ORDERED,** that the City Manager is hereby authorized to execute an agreement in substantially the same form as Attachment 1 hereto.

**AGREEMENT BETWEEN  
THE CITY OF PORTLAND  
AND  
THE CITY OF SOUTH PORTLAND**

**WHEREAS,** the City of Portland and South Portland have a limited need in certain situations to provide legal advice and work in quasi judicial proceedings before administrative boards, such as a Board of Appeals or a Board of Assessment Review, from a municipal attorney who is not employed as in-house counsel; and

**WHEREAS,** the Cities of Portland and South Portland both have in-house counsel who can serve as legal advisors to the administrative boards in these situations; and

**WHEREAS,** providing legal advisory coverage and work for each other in these situations will be both efficient and cost effective;

**NOW THEREFORE,** Portland and South Portland agree as follows:

1. Appointment as Legal Counsel: Portland and South Portland, acting by their respective Corporation Counsel, may appoint in-house counsel from the other City as legal advisor to one of its administrative boards on such occasion as the appointing Corporation Counsel deems advisable, with the consent of in-house counsel from the other community.
2. Scope of Employment: Appointed counsel shall provide legal advice and guidance about questions of process or law and document drafting to assist the board in conducting a hearing, its deliberations and its decision for the case or cases for which counsel has been appointed.
3. Employer: The appointed legal counsel shall remain an employee of his or her regular full-time municipal employer during the term of this agreement for all purposes including, without limitation, pay, benefits and workers' compensation coverage.
4. Cost: Neither city shall assess any costs related to service as appointed counsel to the other city.
5. Indemnification: Should a claim be brought against either city arising out of, or within the scope of, the services performed by the appointed counsel for the appointing city, the appointing city shall defend, indemnify and hold harmless the other city and its officials, agents and employees in their public and individual capacities from and against all such claims, damages, losses and expenses, including attorney's fees. This section shall not be interpreted to waive the monetary limits or substantive areas of immunity under the Maine Tort Claims Act.
6. Term: This Agreement shall remain in effect until June 30, 2006 unless sooner terminated in accordance with Section 8 of this Agreement.
7. Termination of Agreement: Either party may terminate this agreement upon two (2) weeks advance notice in writing.
8. Entire Agreement: This agreement constitutes the entire agreement between the parties. If any clause, section or provision is held to be invalid or unenforceable, that shall not affect the entire agreement and the parties agree to meet and negotiate a new clause, section, provision or agreement.

**City of Portland**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Its

**City of South Portland**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Its