

Order 15 -07/08

Passage 7/16/07: 8-0 (Duson absent)

NICHOLAS M. MAVODONES (MAYOR)

KEVIN J. DONOGHUE (1)

DAVID A. MARSHALL (2)

DONNA J. CARR (3)

CHERYL A. LEEMAN (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

JAMES I. COHEN (5)

JAMES F. CLOUTIER (A/L)

JILL C. DUSON (A/L)

EDWARD J. SUSLOVIC (A/L)

**ORDER APPROVING INTERLOCAL AGREEMENT
WITH CITY OF SOUTH PORTLAND RE: DISPATCH SERVICES**

ORDERED, that an Interlocal Agreement with the City of South Portland for Public Safety Answering Point (PSAP) Dispatch services, said Agreement to be substantially in the form attached.

**AGREEMENT BETWEEN
THE CITY OF PORTLAND**

AND

THE CITY OF SOUTH PORTLAND

AGREEMENT made this ____ day of _____, 2007, by and between the City of Portland (Portland), a municipal corporation duly authorized under the laws of the State of Maine with a principal location at 389 Congress Street, Portland, Maine 04101 (“Portland”) and the City of South Portland, a municipal corporation duly authorized under the laws of the State of Maine with a principal location at 25 Cottage Road, South Portland, Maine 04106 (“South Portland”).

WHEREAS, Portland is a designated Public Safety Answering Point (“PSAP”) under State law; and

WHEREAS, South Portland has a need for the services of a PSAP in the dispatching of its police and fire services; and

WHEREAS, both parties are willing to share dispatching services through this interlocal agreement, with Portland being the designated PSAP for Portland and South Portland on a merged, cost-sharing basis;

NOW THEREFORE, in consideration of the covenants herein, Portland and South Portland agree as follows:

1. Interlocal Agreement:

This Agreement shall be considered an interlocal cooperation agreement pursuant to 30-A M.R.S.A., Sec. 2203 et. seq. for the purpose of providing enhanced 9-1-1 services for both cities, through Portland’s status as an approved Public Safety Answering Point.

2. Designation of Portland as the PSAP for the City of South Portland:

South Portland, acting through its City Council, hereby designates the City of Portland as the public safety answering point for emergency 9-1-1 calls for South Portland, with the consent of the City Council of Portland. Each City shall provide merged public safety (police and fire) 9-1-1 dispatch services on the terms and conditions herein. The PSAP contract dated January 25, 2007 between the City of South Portland and Cape Elizabeth will be honored until such time as it expires or is terminated by either party.

3. Establishment of Board.

There is hereby established a Portland/South Portland Public Safety Dispatch Board (the "Board") consisting of the following:

- a. The Police Chief of each city, or his/her authorized designee;
- b. The Fire Chief of each city, or his/her authorized designee; and
- c. The City Manager of each city, or his/her authorized designee

The Board shall be an administrative board, with the following duties:

- a. Establish policies and procedures for the operation of police and fire dispatching for each City, such policies and procedures to include the Board's role in the hiring, promotion and discipline of dispatch employees;
- b. Recommend a budget to each City Manager no later than January 31st of each year;
- c. Produce an annual report with its budget recommendations, with any other recommendations for modification, revision or repeal of this Agreement;
- d. Make recommendations to the City Managers of Portland and South Portland as to the terms and conditions of employment to cover dispatch employees; and
- e. Make recommendations to the City Councils of their cities as to the terms for any additional interlocal agreements needed under Section 12 below.

The City Manager of each City shall serve as the Chair of the Board on an annual, alternating basis, with the Portland City Manager serving as the first chair. The Board's year shall be from July 1 – June 30.

The Board shall have the authority to manage the dispatch operation on a day to day basis, but in the event that the Board has a tie vote, the Chair of the Board shall have the final decision.

4. Functional Organization:

In its role as the PSAP and dispatch center, under ordinary circumstances, 9-1-1 calls shall be received by the public safety dispatchers assigned to the City of Portland dispatch site and will then be transferred as follows: Police calls for service in either City will be transferred to Portland and Fire calls for service in either City will be transferred to South Portland. The foregoing procedures may be modified based upon public safety or operational needs. Dispatch sites in both Portland and South Portland will be technically compatible and capable of providing full backup. All dispatch employees will be cross trained and each dispatch site will have the ability to dispatch either fire or police calls.

5. Management and Status of Employees:

Persons employed as of the effective date of this Agreement shall continue to be covered by the collective bargaining agreements then in effect. The parties' intent is to negotiate changes through the Board and persons designated by each City Manager, and after guidance from each City's Council, to permit the merger of the public safety dispatch services and the inclusion of all dispatchers in one pay and benefit system as City of Portland employees. All issues in regard to employment status and pay and benefits for the merged dispatch employees will be subject to collective bargaining to the extent required by law.

6. Costs:

Costs and revenues attributable to the PSAP system shall be allocated between the Cities on the following basis: each community will be responsible for its base year cost (FY08) with any future increase or savings, including revenue from other communities, being shared on a per capita basis. Costs shall include capital costs, operating costs (other than heat, electricity, cleaning, ordinary repair and maintenance for each City's dispatch center, which costs shall be the responsibility of that City), and technical support costs. Through its policies and procedures, the Board shall define the above costs and revenues. The annual budget for each party for the merged PSAP and Dispatch services shall be subject to approval of that party's City Council.

7. Property:

Property which is held by either City for the purpose of carrying out the services hereunder shall be held in the name of the City where it is located, unless otherwise agreed in writing. The Board shall review and make a recommendation regarding the disposition of any such property to the Portland and South Portland City Managers. The City Manager of the City which owns the property shall have the final decision as to disposition, subject to any required approval of that City's Council. The non-disposing City shall have the first right of purchase of the property, which right must be exercised within twenty (20) days of the final decision to dispose of the property.

8. Indemnification:

Should a claim be brought against Portland, its officers or employees, arising out of any act or omission of South Portland officers or employees acting hereunder, South Portland shall defend, indemnify and hold harmless Portland 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 (14 M.R.S.A. Sec. 8101 et. seq.) or any other defenses under the Act or under other applicable law.

Should a claim be brought against South Portland, its officers or employees, arising out of any act or omission by Portland, its officers or employees acting hereunder, Portland shall defend, indemnify and hold harmless South Portland 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 (14 M.R.S.A. Sec. 8101 et. seq.) or any other defenses under the Act or under other applicable law.

9. Insurance:

Each City shall maintain insurance, or provide through self-insurance, comprehensive general liability and automobile insurance coverage in the minimum amount of Four Hundred Thousand Dollars (\$400,000) or such other amount as may be required under the Maine Tort Claims Act, and shall insure or self-insure its employees for workers compensation claims. Each City specifically waives any right of subrogation against the other City under its workers compensation coverage. In the event such waiver of subrogation cannot be obtained by a City, that City shall indemnify the other City from any claims brought by its insurer for such claims.

To the extent available at reasonable cost, the Cities agree to purchase a separate liability, automobile and workers compensation coverage policy covering all dispatchers, rather than maintain separate policies under each City's insurance program.

10. Term:

This Agreement shall remain in effect from the date of execution until terminated in accordance with Section 11 of this Agreement .

11. Termination of Agreement:

Either party may terminate this Agreement in its discretion and for its convenience upon no less than eighteen months prior written notice to the City Manager of the non-terminating party. Said notice of termination shall be provided to the non-terminating party no less than six (6) months prior to June 30 so that such termination shall take effect no earlier than the next following July 1. The termination shall be effective beginning for the fiscal year starting on July 1 that is at least eighteen (18) months from the date of the notice of termination.

Notwithstanding the foregoing, termination by Portland shall not take effect until such time as South Portland has obtained PSAP services from another source. South Portland shall make a good faith, diligent effort to obtain such services.

12. Additional municipalities:

The parties understand and agree that additional municipalities may wish to use any of the services hereunder, and in such event, a new interlocal agreement will be entered into as necessary to add such additional municipalities.

13. 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 or provision. Amendments shall be in writing and executed by both parties. Each party represents that it has the authority to enter into this Agreement and that it is being executed by its duly authorized representatives. This Agreement shall be governed solely by the laws of the State of Maine.

14. Binding Agreement; Survival of Terms:

Notwithstanding termination of any party's participation hereunder, the terminating party shall continue to be liable for its share of any costs for which liability is incurred prior to the date of termination. These liabilities shall survive termination or expiration of this

Agreement in whole or in part and shall remain a binding obligation of each party until paid in full. In addition to the foregoing, the obligation of each party under Sections 8 and 9 (Insurance and Indemnification) shall survive termination or expiration of this Agreement, or that party's participation hereunder. Upon termination of a party's participation, that party may either pay a lump sum for its unamortized share of its liability for any outstanding capital costs or may continue to make annual payments. All other costs owed by that party under this Agreement shall be immediately due and payable within thirty (30) days of the last day of that party's participation in this Agreement.

CITY OF SOUTH PORTLAND

CITY OF PORTLAND

By: _____
James Gailey, Acting City Manager

By: _____
Joseph E. Gray, Jr., City Manager