

## AGREEMENT BETWEEN CUMBERLAND COUNTY AND THE TOWN OF

### WINDHAM "COMMUNICATION SERVICES"

THIS AGREEMENT, effective July 1, 2017 is entered into by and between the COUNTY OF CUMBERLAND (hereinafter referred to as "the County") with a principal place of business at 142 Federal Street, Portland, Maine and the TOWN OF WINDHAM (hereinafter referred as "the Town") with a principal place of business at 8 School Road, Windham, Maine 04062.

#### WITNESSETH

WHEREAS, pursuant to Title 30-A MRSA §107 and §453 the County Commissioners are authorized to establish a regional communications center and to contract with municipalities within the County that either the County or Municipality may perform; and

WHEREAS, the Town is desirous of contracting with the County for Communication Services which are more particularly described herein; and

WHEREAS, the County is willing to provide said Communication Services;

NOW, THEREFORE, in consideration of the mutual promises by each party to the other and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties covenant and agree as follows:

#### 1. SERVICES

The County agrees, through its Communications Department, to provide the Town with Communication services for appropriate service providers. These include, but are not limited to, Police, **Fire, Rescue**, Animal Control, Marine Safety, Public Works and access for use of the CITYWATCH system. The County shall:

- (A) Provide adequate facilities, equipment and personnel to carry out the purposes stated in the PSAP standards of the State of Maine.
- (B) Provide call answering which shall include all emergency and non-emergency calls for service.
- (C) Provide dispatching service which shall include dispatching personnel and equipment for emergency and non-emergency calls for service, dispatching for all ongoing incidents, as well as coordination of all support services as deemed appropriate by the incident commanders and / or authorized agency personnel.
- (D) Provide a warrant repository for participating agencies.
- (E) Provide all services in the most cost effective and efficient manner possible.
- (F) Ensure that all calls for service in the Town are dispatched to the appropriate service providers for the Town.

## **2. TERM**

A. The initial term of this Agreement shall be three and one-half years from its effective date. This Agreement shall be automatically renewed without affirmative action by the parties for successive one-year periods on its anniversary date, until notice of termination is given. Notice of termination shall be given in writing by either party no less than ninety (90) days prior to the actual termination. If the Town fails to appropriate funds at town meeting, the agreement may be terminated. The term shall continue from year to year thereafter until terminated as provided herein.

B. Notwithstanding the above provisions, this Agreement may be terminated as follows:

1. By the Town if:

- a. the County fails to provide sufficient personnel or equipment to perform the services detailed herein.
- b. the County discontinues the service; or
- c. the County fails to comply with the material terms of this Agreement.

2. By the County if:

- a. the Town fails to make all payments required under the terms of the Agreement
- b. the Town fails to abide by all Cumberland County RCC Policies and procedures.
- c. the Town fails to comply with the material terms of this agreement.

3. A ninety (90) day written notice of termination must be provided, stating the grounds for termination and providing the other party an opportunity to cure the defect during said ninety (90) day period.

## **3. ADMINISTRATION**

Pursuant to the provisions of Title 30-A M.R.S.A. Section 453, The County Commissioners, after consulting with municipal officers, will set policies for the Communications Center. The Cumberland County Communications Director shall be responsible for the administration and operation of the Communications Center.

### **A. Board of Directors.**

A Board of Directors will be established to serve as a liaison between the Town/Agency and the Communications Department; review and recommend policies for the Communications Center; and review and recommend a budget for the Communications Center.

**1. Composition** The Board of Directors shall consist of one representative / designee from each of the participating agencies, (contracting with Cumberland County for Communications Service) and an “at-large” member of the community from each of the County Commissioners Districts. Communities for which the County is exclusively providing PSAP services may participate by appointing a non-voting member.

**2. Term of Members** The term of Board of Directors Members shall be three (3) years, except that one-third (1/3) of the initial committee shall be elected for a one-year term, one-third (1/3) for a two-year term and one-third (1/3) for three-year term. One-third of the members shall be appointed or re-appointed each year. Any representative may be appointed to successive terms without limit. The term of the initial committee members shall be determined by random selection. The same procedure will apply to all non-voting members.

**3. Vacancies.** Any vacancy on the Board shall be filled within 30 days after the vacancy occurs. The officials from the Town / Agency which the member represents make the appointments. An appointee to a vacancy shall serve until the expiration of the term of his / her predecessor and may be re-appointed.

**B. Law Enforcement Committee.** A law enforcement committee, comprised of representatives of each law enforcement agency served by the CCRCC will be established and shall have the responsibility and authority to promulgate policy and procedures for complete oversight of the teletype system and its usage. The Communications Director shall be responsible for maintaining training and certification of all communications officers to ensure compliance with all state regulations pertaining to the teletype system.

**C. Technical Committee.** A technical committee will be established to provide assistance to the Communications Department in the area of current technology and advice on future enhancements. The technical committee, comprised of individuals with expertise in communications such as radio, computers and diversified communications skills, operates on an as needed basis as scheduled by the Communications Director.

**D. Acquisition, holding and disposal or Real and personal property.** Any real and personal property acquired or used in the performance of this contract shall be the Property of Cumberland County. As such, acquisition, use and disposal of such property shall be in accordance with policies and procedures of Cumberland County.

**E. Authority of the County Commissioners.** This agreement shall not limit the County Commissioners' power to contract with other political subdivisions, quasi-municipal corporations, agencies or other enterprises to perform the services specified in this agreement, nor shall it restrict or curtail any authority otherwise bestowed by law upon the County Commissioners.

**F. Indemnity.** The County agrees to indemnify and hold harmless the Town from any and all liability, loss or damage arising out of the County's performance or failure to perform any of its obligations set forth in this agreement. The County further agrees to defend any claims brought or actions filed against the Town with respect to the County's performance or nonperformance of this agreement, whether such claims or actions are rightfully or wrongfully brought or filed.

The Town agrees to indemnify and hold harmless the County from any and all loss, liability or damage arising out of the Town's performance or failure to perform any of its obligations set forth in this agreement. The Town further agrees to defend the any claims brought or actions filed against the County with respect to the Town's performance or nonperformance of this agreement, whether such claims or actions are rightfully or wrongfully brought or filed.

#### **G. Costs.**

The Town agrees to pay the County \$ 349,200.00 for emergency communications service from July 1, 2017 to June 30, 2018.

The Town agrees to pay the County \$359,741.00 for emergency communications service from July 1, 2018 to June 30, 2019.

The Town agrees to pay the County \$370,452.00 for emergency communications service from July 1, 2019 to June 30, 2020.

This contract is based on a per capita fee of \$20.54 for 2017-2018, \$21.16 for 2018-2019 and \$21.79 for 2019-2020 using a population of 17,001 from the 2010 U.S. Census.

**Payment-** Towns are requested to make monthly payments, due the first of each month, to the County in the amount of 1/12 of the current contract amount.

#### **H. ENTIRE AGREEMENT**

This instrument embodies the entire agreement of the parties and may not be amended or changed unless in writing executed by all parties. There are no promised terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto.

IN WITNESS WHEREOF, the TOWN OF WINDHAM By order duly adopted by its Selectmen, Town Manager or Council, has caused this Agreement to be signed by the Selectmen, Town Manager or Council and the COUNTY OF CUMBERLAND, by order of the County Commissioners, has caused this Agreement to be subscribed by the Chairman of said Board and the seal of said board to be affixed thereto and attested by the Clerk of said Board, all as of the day and year first above written.

By: \_\_\_\_\_  
Chairman, Board of Commissioners

By: \_\_\_\_\_  
Town of WINDHAM  
It's Authorized Representative

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date: