

AGREEMENT
BETWEEN
CITY OF SANFORD
AND
TOWN OF LIMERICK

This Agreement is between the City of Sanford, Maine, with a mailing address of 919 Main Street, Sanford, Maine 04073 ("Sanford") and the Town of Limerick, with a mailing address of 55 Washington St, Limerick, Maine 04048 ("Town"), hereinafter referred to jointly as the "Parties".

WHEREAS, the City of Sanford has an obligation to provide dispatch and Public Safety Answering Point Services; and

WHEREAS, the Town wishes to contract with Sanford for the provision of dispatch and PSAP Services; and

WHEREAS, Sanford is willing to provide dispatch and PSAP Services:

NOW THEREFORE, in consideration of the premises and the covenants set forth herein, the parties agree as follows:

1. Sanford agrees to furnish to the Town all qualified personnel, facilities and materials necessary to provide dispatch and Public Safety Answering Point {PSAP} Services.

Sanford shall provide to the Town:

A. Digital Audio recordings of 9-1-1 calls received in connection with the performance of emergency communication services under this Agreement, upon the request of the Law Enforcement Agency working for the Town;

B. Digital Audio recordings of radio and, or telephone calls received in connection with the performance of dispatch services under this Agreement, upon the request of the Town (for court and investigative purposes); and

C. Copies of any notices from the ESCB that PSAP Services failed to meet the standards established by the ESCB.

D. Provide adequate facilities, equipment and personnel to carry out the purposes stated in the PSAP standards of the State of Maine.

E. Provide call answering, which shall include but not be limited to all emergency and non-emergency calls for service.

F. Provide emergency communications service, which shall include but not be limited to dispatching personnel and equipment for emergency and non-emergency calls for service, dispatching for all on-going incidents, as well as coordination of all support services as deemed appropriate by the Incident Commander and or authorized agency personnel.

G. Provide METRO / NCIC (Maine Telecommunications and Routing Operations / National Crime Information Center) services, as needed or requested by the Law Enforcement branch of the Town. A Secondary Users agreement must be signed by the Chief Law Enforcement Officer of the Town.

H. Ensure that all the calls for service are dispatched to the appropriate service providers for the Town.

I. Provide all services in the most cost effective and efficient manner possible.

3. The term of this Agreement shall be for Ten (10) years commencing July 1, 2019 and ending June 30, 2029. This agreement may be extended by mutual consent of the parties. Any extension of the term of this Agreement must be approved by both parties in writing and must set forth the terms and conditions of such extension, including, but not limited to, without limitation any change in the annual charge or level of service provided for dispatch and PSAP Services.

4. Sanford Dispatch is a regional dispatch center. The goal of the dispatch center is to provide services at costs that are equitable for all of the partner agencies. Fees for the contract shall be as follows:

Year 1 (July 1, 2019-June 30, 2020): \$25,297.04

Year 2 (July 1, 2020-June 30, 2021): \$26,561.89

Year 3 (July 1, 2021-June 30, 2022): \$27,889.99

Year 4 (July 1, 2022-June 30, 2023): \$29,284.49

Year 5 (July 1, 2023-June 30, 2024): \$30,748.71

Year 6-10 (July 1, 2024 – June 30, 2029): Yearly increases based solely on previous year's rate plus CPI factor. (Subject to article 7 of the contract.)

The CPI factor shall be based on the Northeast Consumer Price Index/ Consumer Price Index for urban wage earners and clerical workers (CPI-W) not seasonally adjusted, all items, 12 month average, November to November, annually adjusted on July 1st of each year. No reduction in costs will occur as a result of negative CPI. The fee shall be paid in quarterly installments within 30 days after the Town's receipt of an invoice from the City of Sanford.

5. Sanford shall not be responsible for any capital expenses that may be required to allow Sanford to provide communications services to the Town.

6. This Agreement may be terminated by either party for convenience by notifying the other party in writing at least (12) months prior to the date of termination. In the event of such termination, the Parties agree to work together to ensure continuation of dispatch and PSAP services.

7. The nature of this agreement is that of a partnership vice a simple fee for service. Should Sanford realize future savings due to technological advances or operational economies of scale, those savings will be shared by

all member entities served by the SRCC after parity of cost has been achieved. The Parties agree to establish an advisory board known as the "Sanford Regional Communications Advisory Board". The Town shall appoint a representative who shall serve as a member of the Sanford Regional Communications Advisory Board on an annual basis. This board will meet at least annually or more often if deemed necessary by the board to discuss issues and refine operational procedures

8. The Parties shall comply with all applicable state and federal laws, rules and regulations in performance under this Agreement.

9. Sanford shall maintain all books, documents, records and other materials, in whatever form, pertaining to this Agreement and retain such books, documents, records and other materials during the term of this Agreement and for such period of time as required by State and Federal Law. Sanford shall make the books, documents, records and other materials available for inspecting and copying in accordance with the provisions of the Maine Freedom of Access Act.

10. This Agreement shall be governed by the laws of the State of Maine.

11. Sanford's Communication Director shall have responsibility for coordinating the performance of dispatch and PSAP Services with the Town, including, but not limited to:

- A. Preparing written planning documents that set forth dispatch and PSAP services tasks in detail.
- B. Being available to the Town Representative during normal business hours for consultation and decision making.
- C. Scheduling, preparing an agenda and otherwise overseeing meetings of the Sanford Regional Communications Advisory Board;
- D. Supervising department personnel involved in providing dispatch and PSAP Services.
- E. Ensuring that dispatch and PSAP Services are performed in accordance with this agreement and in accordance with standards established by the City of Sanford after review and consultation with the Sanford Regional Communications Advisory Board.
- F. Sanford will provide quarterly statistical reports of call activity if requested by the Town.

12. The Parties acknowledge that during performance of this Agreement they each may be exposed to or acquire confidential information. Subject to the requirements of Federal and State law, the Parties agree to hold such information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose such information to third parties or to use such information for any purpose other than for the provision of dispatch and PSAP Services. The Parties shall advise each of their employees, agents and representatives of their obligations to keep such information confidential. The Parties shall use reasonable efforts to assist each other in identifying and preventing any unauthorized use or disclosure of such information. Without limitation of the foregoing, the Parties shall make reasonable efforts to advise each other immediately in the event that either learns or has reason to believe that any person who has had access to such information has violated or intends to violate either the terms of this Agreement, or applicable law and will reasonably cooperate in seeking injunctive relief against any such person. Nothing in this shall prohibit disclosure of public records or other information by either party when such disclosure is permitted by Maine's Freedom of Access law, IMRSA sec. 401 *et seq.* or by court

order. Responses to requests for public records related to this contract shall be made jointly and cooperatively by the Parties. The terms of this Section shall survive the expiration or termination of this Agreement.

13. In the event of any dispute arising during the term of this Agreement concerning performance of the work under the Agreement, either party shall serve notice of such dispute on the other party and on the City Manager. The City Manager, after consultation with the Advisory Board shall decide the dispute, reduce the decision to writing and serve a copy on both parties. The City Manager's decision shall be final, unless either party seeks relief under applicable law.

14. The Parties shall not be deemed to have waived any provision of this Agreement unless expressed in writing and signed by the waiving party. The Parties agree that they shall not assert in any action relating to the Agreement that any waiver occurred between the Parties that is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms and provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement.

15. Sanford shall have the right to terminate this Agreement in the event of a material breach or default by the Town of its obligations hereunder that is not cured within thirty (30) days from the date of receipt by the Town of written notice of such breach from the Department. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then the Town shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or default, provided the Town has exercised reasonable efforts and taken appropriate action to begin cure of the breach or default within the initial thirty (30) day cure period.

16. The Town shall have the right to terminate this Agreement in the event of a material breach or default by Sanford of its obligations hereunder that is not cured within thirty (30) days from the date of receipt by Sanford of written notice of such breach from the Town. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then Sanford shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or default, provided Sanford has exercised reasonable efforts and taken appropriate actions to begin cure of the breach or default within the initial thirty (30) day cure period.

17. Sanford shall be excused from its performance obligations under this Agreement if Sanford's provision of dispatch or PSAP services are prevented by act of God, act of war, riot, fire, explosion, flood or other catastrophe, or any other event beyond the control of, and that could not reasonably be foreseen or avoided by, Sanford.

18. The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

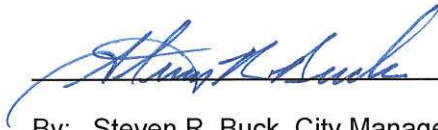
19. This Agreement contains the entire agreement of the Parties with respect to the Matters addressed therein. This Agreement may not be amended except upon the express written agreement of Sanford and the Town.

20. In the event of any litigation between the Parties with regard to the Agreement, each party shall be responsible for its own expenses, costs and attorney fees.

WHEREFORE the Parties have caused this Agreement to be executed by their duly authorized representatives on the date set forth below.

Dated: 5/24/19

City of Sanford


By: Steven R. Buck, City Manager

Dated: 5/13/19

Chairman BOS
Town Of LIMERICK ~~Manager~~



