

Municipal Services Contract Dispatch Services

This Agreement is entered into by and between the Town of Falmouth (“Falmouth”), a Maine municipality with an address of 271 Falmouth Road, Falmouth, Maine 04105, and the Town of Yarmouth (“Yarmouth”), a Maine municipality with an address of 200 Main Street, Yarmouth, Maine 04096.

Whereas Falmouth and Yarmouth wish to provide public safety dispatch and communications services as cost effectively as possible; and

Whereas the Municipalities have determined it to be to their mutual advantage for Falmouth to provide such services to Yarmouth in consideration of a contract fee and other mutual obligation's.

Now therefore be it agreed as follows:

I. Falmouth Dispatch Service Delivery Commitments

A. Falmouth will provide dispatch and communications services for Yarmouth by handling incoming emergency calls, e.g., police, fire and EMS, and non-emergency calls, e.g., animal control, public works, marine patrol, from Yarmouth and contacting Yarmouth personnel/agencies as appropriate. In all regards Yarmouth shall become part of the Falmouth Communications Division without any service level or policy distinct from that of Falmouth.

B. Falmouth shall recruit, hire, retain, compensate, supervise, equip, train, and schedule all emergency dispatch operators and a supervisor, for police, fire, and EMS and such additional non-emergency services as the municipalities shall mutually agree.

C. Falmouth shall be responsible for purchasing appropriate insurance including general liability, workers compensation, vehicle operations, and additional policies or coverage that Falmouth shall deem prudent and reasonable to protect the municipality(ies), the employees, and agents of the municipality(ies). Nothing in this Agreement shall waive any defense, immunity or limitation of liability which may be available to the municipalities, their officers, agents or employees under the Maine Tort Claims Act (14 M.R.S.A. § 8101, et seq.) or any other immunity or limitation of liability provided them by law.

D. Falmouth shall provide all necessary forms, supplies, vehicles, and uniforms, gear, legal support, and authorization, fuel, training materials, office space and radios to operated the emergency dispatch service.

E. The Falmouth Communications Division shall operate principally from the existing Falmouth Police Station at 2 Marshall Drive, Falmouth or such other location as shall be determined from time-to-time by Falmouth.

II. Yarmouth Commitments

A. Yarmouth shall pay an annual fee to Falmouth pro-rated and paid in 12 equal monthly installments, for dispatch services as established in Appendix A of this Agreement, including periodic adjustments thereto as established in Appendix A.

B. Yarmouth call equipment, e.g., radios, will be installed at the Falmouth Communications Division; will be used by Falmouth personnel; but will remain the property of Yarmouth.

C. Yarmouth shall cooperate fully with Falmouth on radio frequency and transmission (re)licensing and coordination of policies and procedures and similar matters for the most convenient and effective coordination of the dispatch and communications operations.

D. Yarmouth shall cooperate fully with Falmouth for the joint application and filing and administration of available grants-in-aid through federal, state, county, or private organizations for the purchase, repair and maintenance of any capital or for operating expenses reasonably related to the dispatch services contemplated herein.

E. Yarmouth shall be solely responsible for such sums as may be mutually established for start-up capital and licensing and programming expenses for initial start-up in Falmouth and the relocation of current dispatch facilities and operations in Yarmouth to Falmouth. Such amounts and items of expenditure have been initially estimated as detailed in Appendix B, attached hereto and made a part hereof. Such estimates are preliminary and both parties understand and agree that final actual start-up costs may deviate somewhat.

III. Transition Agreement and Employee Status

A. Each municipality shall be solely responsible for its own unemployment compensation premiums or claims arising from the creation of this Agreement, and for any workers compensation or any other claims, torts, severance benefits or other liabilities which occurred or arose prior to the effective date of this Agreement, whether or not such claims have been made or are known at the time of this Agreement.

B. Falmouth shall offer initial employment to not less than two (2) dispatchers of the Yarmouth Dispatchers division to positions in the Falmouth Communication Division.

C. All dispatchers and supervisors shall be employees of Falmouth.

IV. Term of Agreement.

A. The initial term of this Agreement is five (5) years. This Agreement may be renewed upon mutually agreeable terms.

B. This Agreement may be terminated by either municipality for any reason by giving advance written notice of not less than six (6) months mailed to the Town Manager of the other municipality.

C. If Falmouth terminates this Agreement within the first two (2) years, Falmouth will reimburse Yarmouth one hundred percent (100%) of the cost for moving Yarmouth's equipment from the Falmouth Communications Division and installing it at a new dispatch location. If the Agreement is so terminated in the third year, the reimbursement will be sixty percent (60%). If the Agreement is so terminated in the fourth year, the reimbursement will be forty percent (40%). If the Agreement is so terminated in the fifth year, the reimbursement will be twenty percent (20%). Thereafter, there will be no reimbursement unless otherwise agreed as part of a renewal of this Agreement.

D. Notwithstanding Article IV(A), above, this Agreement may be terminated on thirty (30) days notice in the event of a breach of contract. A breach shall occur if Yarmouth fails to make timely payment pursuant to this Agreement, or if Falmouth fails to provide the services hereinbefore described. In the event of breach by Yarmouth, the reimbursement provisions of Article IV(C) will not apply and Yarmouth shall owe Falmouth all sums due Falmouth at the time that Falmouth provides notice of breach to Yarmouth plus six (6) monthly installments.

V. Miscellaneous

A. This Agreement and the Appendices A and B hereto constitute the entire agreement between the municipalities in this matter.

B. This Agreement shall be in full force and effect on July 1, 2010, unless a different date is established by mutual agreement.

C. If any part, portion, or provision of this Agreement shall be held to be invalid or unenforceable, that shall not affect the entire Agreement and the municipalities agree to meet and negotiate a new part, portion, or provision, or a new Agreement.

Dated this ____ day of _____, 2010 at Falmouth, Maine.

Town of Falmouth

By: Nathan Poore
Its: Town Manager

Dated this ____ day of _____, 2010 at Yarmouth, Maine.

Town of Yarmouth

By: Nathaniel J. Tupper
Its: Town Manager