

Order 30-16/17

Passage: 8-0 (Hinck absent) on 8/1/2016

Effective 8/11/2016

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING THE FIRST AMENDMENT OF THE SOUTH PORTLAND AND
PORTLAND AGREEMENT FOR INTERLOCAL COOPERATION ON DISPATCH
SERVICE**

ORDERED, that the First Amendment of the South Portland and Portland Agreement for Interlocal Cooperation on Dispatch Service substantially in the form attached is hereby approved; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or his or her designee to execute said documents and any other related documents necessary or convenient to carry out the intent of said documents and this Order.

**FIRST AMENDMENT TO
AGREEMENT BETWEEN
CITY OF PORTLAND
AND
SOUTH PORTLAND**

THIS FIRST AMENDMENT is made as of this 4th day of April, 2016, to the **AGREEMENT** dated July 18th, 2007 by and between the **CITY OF PORTLAND**, a body politic and corporate, located in Cumberland County and State of Maine, (hereinafter the "**CITY**"), 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 in South Portland (hereinafter the "**SOUTH PORTLAND**").

W I T N E S S E T H:

WHEREAS, the **CITY** and the **SOUTH PORTLAND** entered into an agreement dated July 18th, 2007 for interlocal cooperation on dispatch service; and

WHEREAS, the **CITY** and **SOUTH PORTLAND** desire amendments to said agreement;

NOW, THEREFORE, the parties agree to amend the original agreement dated as of July 18th, 2007 (hereinafter the "Agreement") with the following Amendments.
Section 6: Costs shall be amended as follows:

6. Costs:

Cost Definition and Allocation

Costs and revenues attributable to the PSAP system shall be allocated between the Cities with each community responsible for paying the equivalent of its base year cost with any future increase or savings, including revenue from other communities, will be shared on a per capita basis. The base year of cost is fiscal year 2011 (FY11). Cost is defined as actual cost for a fiscal year, after all expenses have been accounted for, and shall include capital costs, including debt service for the Base Radio Network referenced below, 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.

Capital Reserve

In order to ensure reliability of technical infrastructure that supports the dispatch function, the City of Portland will maintain a capital reserve to use for future purposes of capital items. This reserve will be funded by a minimum annual amount of \$20,000. Annual amounts can be increased as part of the budget recommendation of the Board. The Board may also vote to allocate any part of a remaining annual net budget balance to this reserve.

The Board will determine and vote on items to be purchased from this reserve. Items must be capital in nature, having a cost of \$5,000 or more, and a life of more than one year. Other equipment items should be budgeted in the annual operating budget.

Debt Service Costs

- i) After approval of the Parties and subject to final approval of the authorization of bonds for the Citywide Radio Network in the City of Portland's CIP program, Portland shall finance the initial cost of design, construction and renovation attributable to the Citywide Radio Network and supporting subscriber equipment units, not to exceed Seven Million Dollars (\$7,000,000).
- ii) **Base Radio Network** - Commencing with fiscal year July 1, 2016-June 30, 2017 (FY 2017) and until the debt service is retired, the annual financing, design, construction and renovation costs of the Base Radio Network System based upon a 20 year amortization schedule, at a fixed interest rate that differs by year of maturity, shall be included in the annual budget.

- iii) **Subscriber Equipment** - Effective with the due date of Portland's first bond payment, estimated to be in the fall of 2016, Portland shall assess South Portland its proportionate share of the cost of such subscriber equipment units as identified and ordered by South Portland, based upon a 20 year amortization schedule, at a fixed interest rate that differs by year of maturity, which payments shall be made by South Portland to Portland at least fourteen (14) days before Portland's semiannual debt service payment is due on the Citywide Radio Network. Portland shall be responsible for its proportionate share of the cost of such subscriber units as identified and ordered by Portland, which costs shall be paid by Portland as part of the semiannual debt service payments due on the Citywide Radio Network.
- iv) **Bond Reallocation** – In the event that Portland reallocates a portion of the Citywide Radio Network bond proceeds to another project not subject to this Agreement, Portland shall cause its Finance Director to prepare updated amortization schedules to show the revised Base Radio Network System debt service and subscriber equipment unit debt service attributable to each Party; to the extent that South Portland has made any overpayments for debt service for the Citywide Radio Network either as part of the annual budget or as part of South Portland's obligations under subsection (iii) herein, Portland shall credit such amounts to South Portland as part of the next fiscal year's cost allocation between the parties.

IN WITNESS WHEREOF, the said **CITY OF PORTLAND** has caused this Agreement to be signed and sealed by Jon P. Jennings, its City Manager, thereunto duly authorized, and **CITY OF SOUTH PORTLAND** has caused this Agreement to be

signed and sealed by Jim Gailey, its City Manager, thereunto duly authorized, the day and year first above written.

WITNESS:

CITY OF PORTLAND

By: _____
Jon P. Jennings
Its City Manager

WITNESS:

By: _____
Print Name: _____
Its _____

Approved as to form:

Approved as to funds:

Corporation Counsel's Office

Finance Director