

INTERLOCAL AGREEMENT
Public Safety on the Saco River and the
Atlantic Ocean

WHEREAS, the parties to this Agreement have the desire to manage a shared resource cooperatively; and

WHEREAS, the parties to this Agreement must create an administrative policy in order to provide Public Safety on the Saco River and the Atlantic Ocean and manage cooperatively the shared resource because it lies within the boundaries of two municipalities; and

WHEREAS, the parties to this Agreement have been granted the requisite legal authority to carry out the activities listed herein by 38 M.R.S.A. § 1 *et seq.* And 30-A M.R.S.A. § 3001; and

WHEREAS, the parties to this Agreement are authorized to contract pursuant to the Maine Interlocal Cooperation Act, 30-A. M.R.S.A. § 2201-07;

NOW, THEREFORE, the municipalities of Biddeford and Saco, for and in consideration of the mutual promises and agreements hereinafter stated and the performance thereof do hereby become the parties to this Agreement and agree as follows:

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Article 1: Definitions

- 1.1 Committee for Public Safety on the Saco River and in the Atlantic Ocean (The Committee): created by and with authority and responsibilities outlined in, shall act as the governance committee for this agreement.
- 1.2 Harbor Commission: The Biddeford Harbor Commission shall meet to hear appeals of decisions made by the Harbormaster and to act as an advisory vehicle for any construction from the mean high water line down, and to perform the other functions specified or implied by this article.
- 1.3 Coastal Waters Commission: The Saco Coastal Waters Commission is created by City and exists for the general purpose of studying and evaluating public usage of and boating access to coastal waters under the jurisdiction of the City of Saco, planning for its future use, advising the Council on policy matters and proposing regulations concerning the Saco River and coastal waters.
- 1.4 Interlocal Agreement: An Interlocal agreement is a contract between government agencies that work to provide services to the public, such as parks and bus systems. An Interlocal agreement can exist between cities and schools or counties and school districts. These agreements permit government agencies in an area to share their budgets to reach a common goal they may be unable to reach separately.
- 1.5 Mutual Aid: mutual aid is an agreement among emergency responders to lend assistance across jurisdictional boundaries

Article 2: Purpose – Description of Shared Resources

- 2.1 The purpose of this Agreement is to establish the Saco River Patrol and to supplement existing mutual aid agreements between the Biddeford Police Department and the Saco Police Department and to give it sufficient authority to act as an enforcement, maintenance of order and crime prevention tool for the patrolling of the Saco River.
- 2.2 For the purposes hereof the shared resource, known as the Saco River Patrol Boat, is to include but not limited to the boat, boat trailer, and all of the equipment permanently attached thereto
- 2.3 The purpose of this agreement is to also establish Emergency Response and to supplement existing mutual aid agreements between the Biddeford Fire Department and Saco Fire Department for emergency responses of life safety or protection from fire in nature
- 2.4 For the purposes hereof the shared resource, known as the Marine Multi-Mission Rescue Response Boat, is to include but not limited to the boat, boat trailer, and all of the equipment permanently assigned thereto
- 2.5 The purpose of this agreement is to also establish the policy to solicit for, train, select and

retain adequate lifeguard coverage at all of their beach locations of the two municipalities

Article 3: The Committee

- 3.1 A Committee is hereby created which shall act as the representative of the parties for the purposes of implementing this Agreement.
- 3.2 Membership: Membership shall consist of eleven persons; five persons from each municipality (Police Chief, Fire Chief, Parks & Recreation Director, or their designee, and two City Councilors) shall be appointed by the Mayor of each municipality. The eleventh member shall be the Committee Chairperson who shall be appointed for three years, as recommended by both Mayors and approved by both Councils. Following the initial appointments, except in the case of a vacancy, in which event the vacancy shall be filled, remainder of the term, each member shall continue to serve until a successor is appointed and qualified.
- 3.3 The Committee Chair shall serve as a non-voting member except when necessary to break a tie vote. Any designee is authorized to vote in place of a regular member from his/her municipality, if the regular member is unable to attend a meeting, is unable to participate due to a conflict of interest, or is unable to participate for any other reason.
- 3.4 The Harbormasters shall serve as non-voting members.
- 3.5 Upon the effective date of this Agreement, or as soon thereafter as possible, the members of the Committee shall hold an organizational meeting and elect officers. The officers shall consist of a Vice-Chairperson, Secretary, and Treasurer, who shall hold office for terms of one year and who shall continue in office until their successors have been elected. If an officer resigns before the term has expired, the Committee may replace the officer by a special election.
- 3.6 Meetings may be called by the Chairperson or by any four regular members by written notice of the time, place, and business to be considered. Notice to all members and alternates shall be given at least seven days prior to a meeting unless the Chairperson determines there is an emergency, in which case the Chairperson may waive the seven day notice provision provided that each municipality is represented by at least one member and a quorum of the members are present.
- 3.7 A quorum shall consist of representation by not less than six members or their designee, with at least one Committee member or designee from each municipality. An affirmative vote of at least one member (or designee) from each municipality shall be required to pass any measure.

A quorum is needed to conduct an official meeting and take any action. A meeting consisting of less than a quorum may establish another meeting date.

Article 4: Powers and Duties

4.1 The Committee shall have all powers necessary and incidental to the implementation of this Agreement, including but not limited to;

- a. Recommending for adoption ordinances relating to the Saco River to the party municipalities;
- b. Developing and recommending for adoption short and long range plans for the Saco River for consideration by the party municipalities;
- c. Managing any appropriations from the municipalities to carry out the purposes of this Agreement;
- d. Adopting its own procedural rules, regulations, policies and standards to govern the operation of the Saco River Patrol;
- e. Adopting its own procedural rules, regulations, policies and standards to govern the operation of the Multi-Mission Rescue Response
- f. Reporting to the Biddeford City Manager and Saco City Administrator at least once a year about its activities and presenting its annual budget.

Article 5: Saco River Patrol

5.1 A River Patrol is hereby created which shall act as the enforcement entity on behalf of the parties for the purposes of fulfilling the terms of this Agreement.

5.2 Patrol Team shall, whenever possible, consist of two police officers, one from the Biddeford Police Department and one from Saco Police Department. Both Team Members must be properly trained and familiar with the operation of the boat, along with all of its safety features, and; must have a working knowledge of the channels and navigation of the Saco River. As circumstances may require, it is permissible for both patrol officers to be members of the same Department, as determined or authorized by the Police Chiefs.

5.3 The patrolling and enforcement requirements of the Saco River Patrol shall be the exclusive responsibility of the Police Chiefs through mutual cooperation, agreement and written policy. Suggestions from the Harbor / Water Commissions shall be reviewed, given consideration, and implemented when it is feasible to do so, and fulfills a legitimate purpose.

5.4 The Harbormaster(s) shall assist the Saco River Patrol whenever called upon.

Article 6: Marine Multi-Mission Rescue Response

6.1 A Marine Operations Multi-Mission Rescue Response Unit is hereby created which shall act as the emergency response entity on behalf of the parties for the purposes of fulfilling the terms of this Agreement.

6.2 Multi-Mission Rescue Response shall, whenever possible, be a joint response consisting of the on-duty members of the Biddeford and Saco Fire Departments. All responders must be properly trained and familiar with the operation of the boat, along with all of its safety features, and; must have a working knowledge of the channels and navigation of the Saco River. As circumstances may require, it is permissible for responders to be members of the same Department, as determined or authorized by the Fire Chiefs.

6.3 The response and training requirements of the Multi-Mission Rescue Response shall be the exclusive responsibility of the Fire Chiefs through mutual cooperation, agreement and written policy. Suggestions from the Harbor / Water Commissions shall be reviewed, given consideration, and implemented when it is feasible to do so, and fulfills a legitimate purpose.

6.4 The Harbormaster(s) shall assist the Multi-Mission Rescue Response whenever called upon.

Article 7: Beach Lifeguards Powers and Duties

7.1 The Parks and Recreation Departments and their designees shall have all powers necessary and incidental to the implementation of this Agreement, including but not limited to;

- a. Developing and recommending for adoption short and long range plans for the Saco River and oceanfront beach areas for consideration by the party municipalities;
- b. Managing any appropriations from the municipalities to carry out the purposes of this Agreement;
- c. Adopting its own procedural rules, regulations, policies and standards to govern the operation of the Beach Lifeguarding;
- d. Ensuring a similar wage base, developing recertification incentives, using standardized testing, developing of water hazard communications protocols and to developing of in-house lifeguard training program;
- e. Reporting to the Biddeford City Manager and Saco City Administrator at least once a year about its activities and presenting its annual budget.

Article 8: Finances

- 8.1 Any expense, excepting for costs associated with wages, relating to this agreement shall be shared equally by the City of Biddeford and the City of Saco. Those costs shall include, but are not limited to, transportation and storage, consumables, such as oil and gasoline; repair and maintenance of the boat(s), boat trailer(s), and associated equipment; any other item that would otherwise be necessary for the continuation of this agreement, as agreed to by the City Manager of Biddeford and the City Administrator of Saco.
- 8.2 The Committee shall prepare and recommend an annual budget for each municipality.
- 8.3 The City of Biddeford is responsible for the payment of all authorized bills, and submits an invoice to the City of Saco for their 50% reimbursement of expenses.
- 8.4 Each municipality is solely responsible for the conduct of its employees, and for any expense relating to the payment of wages, including benefits, indemnification, and Worker’s Compensation.

Article 9: Property

- 9.1 Any assets remaining with the Committee upon the termination of this Agreement shall be divided equally among the municipalities which are parties at the time of termination except capital reserve funds which shall be returned to the municipality of origin.

Article 10: Termination of Agreement

- 10.1 Withdrawal: Any party may withdraw from this Agreement subject to the following:
 - a. Withdrawal becomes effective no less than thirty days from the date upon which notice of the party’s intent to withdraw is given to the other municipality.
 - b. Any payments due during the notice period shall be paid as outline in section 8.3.

Article 11: Adoption and Amendment

- 11.1 Duration: This Agreement shall continue until rescinded by either party with notice.
- 11.2 Effective Date: This Agreement shall take effect once it has been approved by the legislative bodies of all of the parties, signed by an authorized officer thereof, and filed with the Municipal Clerks.
- 11.3 Amendment: This Agreement may be amended by the parties by following the

procedures established in Section 11.2 above.

IN WITNESS WHEREOF, the parties have by their authorized Municipal Officers caused this Agreement to be executed.

John Bubier
Biddeford City Manager

Richard Michaud
Saco City Administrator

Dated and effective this _____ day of _____, 2013.