

INTER AGENCY COOPERATION AGREEMENT

WHEREAS 30-A M.R.S.A. § 2201, et seq., permits public agencies, including counties and municipalities, to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage; and

WHEREAS, Knox County itself, certain of its Departments, and certain municipalities within it, wish to cooperate by combining and jointly compiling certain information including, without limitation, information relating to the provision of law enforcement services so each may have access to the data and information gathered and maintained by the others; and

WHEREAS, the citizens of Knox County and its various municipalities benefit by cooperation on a basis of mutual advantage in the compilation and maintenance of this data and information;

NOW THEREFORE, be it resolved that Knox County, including its Sheriff's Office, Jail and Communications Center, the City of Rockland, the Town of Camden, the Town of Rockport, the Town of Thomaston, and the Knox County District Attorney's Office, and such other public agencies as defined by 30-A M.R.S.A. § 2202 as may hereafter join this Agreement, agree to jointly exercise their power, privilege and authority pursuant to 30-A M.R.S.A. § 2201, et seq., as follows and set forth herein below.

1.0 DEFINITIONS

1.1 Knox County Public Safety Information Sharing Cooperative Association
The "Knox Public Safety Information Sharing Cooperative Association" ("Public Safety Cooperative") shall be the identifying name of the legal organization created herein.

1.2 Member
Knox County, (including the Knox County Jail and the Knox County Sheriff's Office), the Knox County Regional Communications Center, the Knox County District Attorney's Office, the City of Rockland, the Town of Camden, the Town of Rockport, the Town of Thomaston, and any other entity that is admitted, as provided hereunder.

2.0 STATEMENT OF AUTHORITY

The Public Safety Cooperative is established for the joint exercise of power, privilege and authority and is made pursuant to, and in conformity with, Title 30-A, Part 2, subpart 2, Chapter 115.

3.0 STATEMENT OF PURPOSE

The purpose of the Public Safety Cooperative is to create an electronic data base of public safety information to be used by Member agencies in Knox County in order to promote efficiency by providing consolidated computerized access to

commonly shared public safety information which will in turn provide for more effective and efficient provision of public safety and law enforcement services to the communities of Knox County.

4.0 DURATION

This Agreement will be in effect for a period of three (3) years from the date on which the last member approves pursuant to 30-A M.R.S.A. §§ 2203(1) and 2205.

5.0 MEMBERSHIP

5.1 Initial Members

The initial Members of the Public Safety Cooperative are Knox County (including the Knox County Jail and the Knox County Sheriff's Office, the Knox County Regional Communications Center, the Knox County District Attorney's Office, the City of Rockland, the Town of Camden, the Town of Rockport, the Town of Thomaston, and any other entity that is admitted, as provided hereunder.

5.2 Addition of New Members

New Members may be admitted to the Public Safety Cooperative from time to time. New Members shall be admitted by a vote of the Board as set forth in Section 7.6. The Board may require a new Member, as a condition of membership, to pay a one time initiation fee in an amount determined by the Board.

5.3 Withdrawal of Members

Any Member may withdraw from the Public Safety Cooperative by giving sixty (60) days written notice to the Board. Such Member shall return any property that is owned by any other Member(s). A Member withdrawing shall be entitled to retain any property owned by it and shall be entitled to have any property it owns returned from the Public Safety Cooperative or any Member. In addition, so long as the Member withdrawing from the Public Safety Cooperative has paid any assessment imposed by the Board of Directors, it shall be entitled to receive the data then in the database in a suitable medium.

5.4 Expulsion of Members

Existing Members may be expelled from the Public Safety Cooperative by a vote of the Board of Directors as provided in Section 7.6, except that a two-thirds majority of the entire membership is required for expulsion. A Member who is expelled shall return any property that is owned by any other Member(s). A Member expelled shall be entitled to retain any property owned by it and shall be entitled to have any property it owns returned from the Public Cooperative or any Member. A Member who is expelled is obligated to pay any assessment previously imposed by the Board of Directors. So long as the Member expelled from the Public

Safety Cooperative has paid any assessment imposed by the Board of Directors, it shall be entitled to receive the data then in the data base that is the subject of this Agreement in a suitable medium.

6.0. CREATION OF JOINT BOARD OF DIRECTORS AND DISAVOWMENT OF CREATION OF SEPARATE LEGAL ENTITY

6.1 Establishment of Joint Board of Directors

Pursuant to 30-A M.R.S.A. § 2203(3)(A), a joint Board of Directors (the "Board") is hereby established. The Board shall be comprised of one representative of and for each Member. The representatives from each Member shall be as follows: in the case of Knox County, the Sheriff or the Sheriff's designee; in the case of the Knox County Regional Communications Center, the Director or the Director's designee; in the case of the Town of Camden, the Chief of Police or the Chief's designee, in the case of the Knox County District Attorney's Office, the District Attorney or the District Attorney's designee; in the case of the City of Rockland, the Chief of Police or the Chief's designee; in the case of the Town of Rockport, the Chief of Police or the Chief's designee; and in the case of the Town of Thomaston, the Chief of Police or the Chief's designee. The Board shall have the powers and responsibilities as set forth in Section 7.0.

6.2 Disavowment of Intention to Create Separate Legal Entity

The Members expressly disavow any intention to create a separate legal or administrative entity as permitted by 30-A M.R.S.A. § 2203(2)(B), preferring to establish a joint Board as set forth in Section 6.1, above, pursuant to 30-A M.R.S.A. § 2203(3)(A).

6.3. Financing

The Board shall recommend to the Knox County Commissioners and the Knox County Budget Committee a budget for the operation of the Public Safety Cooperative on a calendar year basis. The Board may also recommend that a percentage of the total budget be contributed by Members other than Knox County. In that event, the Board will recommend a budget reflecting such percentage to the governing body of each other Member.

7.0 POWERS AND RESPONSIBILITIES OF THE JOINT BOARD OF DIRECTORS

7.1. Meetings

Meetings shall be held as follows:

7.1.1 Initial Meeting

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The Board of Directors shall hold a meeting within thirty (30) days of the date on which this Agreement is entered into by the last of the Members hereto.

7.1.2 Regular Meetings

Thereafter the Board shall meet at least once every three (3) calendar months. Notice of such meetings will be as provided in 1 M.R.S.A. § 406. An agenda shall be established for the meeting which will, at a minimum, include a call to order, identity of action items, approval of minutes from the prior meeting, and a report from technical advisors. The Secretary of the Board shall be responsible for giving notice of meetings, preparing the agenda, and preparing minutes of the meetings.

7.1.3 Special Meetings

Special meetings of the Board of Directors may be called at any time by the Chairman of Board of Directors. Notice of such meetings shall be as provided in 1 M.R.S.A. § 406. Special meetings may also be called at the written request of a majority of the Board of Directors. Once such written request is made, notice shall be given as provided in 1 M.R.S.A. § 406. The Secretary of the Board shall be responsible for giving notice of the special meetings, preparing the agenda, and preparing the minutes of the special meetings.

Meetings of the Board shall ordinarily be held in the Knox County Commissioners Meeting Room in Rockland, but may be held elsewhere at the discretion of the Chairman of the Board.

7.2 Election of Officers

7.2.1 Initial Election of Officers

At the initial meeting of the Board of Directors as specified in Section 7.1, above, the Board shall elect a Chairman, Vice Chairman and Treasurer. The manner of election is as set forth below in Section 7.3.

7.2.2 Regular Election of Officers

Following the initial election of officers as specified in 7.2.1 above, the Board shall thereafter, at its first meeting of each calendar year, elect a Chairman, Vice Chairman and Treasurer. The manner of election is as set forth below in Section 7.3.

7.3 Manner of Election of Officers

The Chairman shall open the floor for nominations for each position (Chairman, Vice Chairman and Treasurer). Only Members of the Board,

through their duly selected representatives, may make nominations. Each nomination requires a second. Once all nominations for a given position have been received, the Board shall vote as provided in Section 7.7, below.

7.4 Term of Officers

7.4.1 Term of Initial Officers

The Officers initially selected pursuant to Section 7.2.1 shall serve for the balance of the calendar year in which they are elected, and until new officers are selected at the first meeting of the Board in the next calendar year.

7.4.2 Term of Officers Regularly Elected

The term of Officers regularly elected at the first meeting of the Board in each calendar year as provided in Section 7.2.2 shall be for one year, and until new officers are selected at the first meeting of the Board in the next calendar year.

7.5 Secretary

The administrative assistant of Knox County shall serve as the Secretary of the Board.

7.6 Power and Authority of Board of Directors

The Board of Directors is the decision making body of the Public Safety Cooperative. It has the power and authority to acquire, hold or dispose of real and personal property, to raise and spend money, to enter into legally binding agreements with other persons or entities, and to take any and all actions consistent with and/or necessary to carry out the purpose of this Agreement and the Public Safety Cooperative. The Board shall also have the authority to admit and expel Members, and to enforce the terms of the Agreement establishing the Public Safety Cooperative. The Board shall further have the power to establish and implement rules, directives and standards by which the Public Safety Cooperative operates, so long as such rules, directives or standards are not inconsistent with any express provisions of this Agreement.

Any action taken by the Board of Directors shall be as provided in Section 7.7.

7.7 Manner of Taking Action

The Board of Directors acts by vote. Votes shall only be on motions made and seconded at meetings as provided in Section 7.1.2. Any action taken by the Board shall be determined by an affirmative vote, on such a motion, of a majority of those members present and voting, unless otherwise

provided in this Agreement, so long as there is a quorum. A quorum shall be a majority of existing members. No proxy votes shall be allowed.

8.0 TECHNICAL ADVISORS

The Knox County Information Technology Department shall serve as the technical advisors to the Board. The Board shall oversee and direct the activities of the technical advisors with respect to the shared database. The technical advisors shall give advice to the Board as required and requested by the Board. The technical advisors shall prepare and present a report to the Board at each Board meeting as provided in Section 7.1.2, and at other times as requested and directed by the Board. The technical advisors shall be responsible for administering the database, including ensuring that integrity standards as set by the Board are followed, that personnel have access to tables and screens necessary, ensuring data backup, software patching and other safeguards against corruption of data. The technical advisors shall recommend to the Board security standards and enforcement mechanisms.

9.0 STANDING COMMITTEE ON MAINE TELECOMMUNICATORS AND RADIO OPERATIONS (METRO) COMPLIANCE

9.1 Standing Committee Established

There is established a Standing Committee to ensure, under the terms of this Agreement, that the Knox Regional Communications Center is at all times in compliance with the rules and regulations governing access to the Maine Telecommunicators' and Radio Operations system.

9.2 Composition of Standing Committee on METRO Compliance

The Director of Communications of Knox County shall be a permanent member of the Standing Committee on METRO Compliance, and shall serve as its Chairman. The Chairman of the Board shall appoint two additional individuals to serve on the Standing Committee. Those individuals shall be selected from among the representatives of the Members of the Public Safety Cooperative.

9.3 Actions

The Standing Committee on METRO Compliance shall take such actions as necessary to preserve the Knox Regional Communications Center's continued access to the Maine Telecommunicators' and Radio Operations System. Notwithstanding the provisions of Section 7 of this Agreement, the Standing Committee shall have the authority, without further action of the Board or the Membership of the Public Safety Cooperative, to take such action binding the Board and the Public Safety Cooperative as necessary to preserve the continued access to the Maine Telecommunicators' and Radio Operations System. Actions taken by the Standing Committee on METRO Compliance shall be by majority vote. A

quorum of two is necessary for the Standing Committee on METRO Compliance to act.

10.0 OWNERSHIP OF DATA AND AUTHORITY TO RELEASE DATA

10.1 General Provisions

All data contained in the data base established pursuant to this Agreement is owned jointly and severally by each Member. The data shall be used, including released, only for legitimate and lawful public safety and law enforcement purposes. Any statutory prohibitions or restrictions on the use, release or dissemination of certain types of information that may be contained in the data base including, without limitation, prohibitions and restrictions on the dissemination of intelligence and investigative information is provided in 16 M.R.S.A. § 614, are to be observed by the Members. No Member or any employee, representative or other agent of a Member, is authorized to view, use or in any fashion disseminate the data for any purpose other than a legitimate and lawful public safety or law enforcement purpose.

10.2 Freedom of Access Requests

In the event that a Freedom of Access Request is served on the Public Safety Cooperative, or upon any Member or representative of such Member in that Member or representative's capacity as a Member or representative, the request shall be transmitted to the Secretary within a reasonable amount of time. The Secretary shall make a record of the request if the request is in writing, and shall then transmit it to the Chairman of the Board within a reasonable amount of time. If the request was not made in writing, the Secretary shall require the requesting party to reduce the request to writing and, upon receipt of the written request, shall then transmit it to the Chairman of the Board within a reasonable amount of time.

The Chairman of the Board shall then have the responsibility for responding to the Freedom of Access request. It is expected that the Chairman will consult with the representative of the Member upon which the request was served if the request was served on a Member, and the Chairman may also call a special Board meeting for purposes of consulting with the Board as a whole regarding the request. The Board may also submit the request to legal counsel for review and assistance in providing an appropriate response.

Requests submitted to Members of the Public Safety Cooperative or to representatives of those Members in any capacity other than the capacity of a Member are not the responsibility of the Public Safety Cooperative and the requesting party should be advised that the request should be made directly to that Member. In such cases, Members must take care not to

release or disseminate information from the data base that is confidential or otherwise not subject to public disclosure.

11.0 MAINTENANCE OF SECURITY OF DATA AND INVESTIGATION OF SECURITY BREACHES

The technical advisors shall have primary responsibility for ensuring the security of the data contained in the data base through appropriate restrictions on access to the data and the use of appropriate encryption devices. Any suspected breaches of the security of the data base shall be promptly reported to the Board and the technical advisors. At the direction of the Board, the technical advisors shall have the responsibility for investigating security issues, and shall have the authority to take physical custody of the hardware owned by the Public Safety Cooperative or any equipment owned by Members. Each Member assents to the Public Safety Cooperative, acting through the technical advisors, taking physical custody of any equipment owned by the Member for purposes of investigating suspected security breaches of the data base. The technical advisors shall be obligated to establish an appropriate chain of custody of such physical equipment, to avoid causing any damage to such equipment, and to return such equipment to the Member as promptly as possible.

It is understood that the technical advisors will, and are expected to, monitor the data base to ensure that it is being used consistent with the terms of this Agreement and that it is not being compromised in any fashion. Such monitoring is different from an investigation, which requires the direction of the Board.

In the event that, through routine monitoring of the data base, the technical advisors determine that there has been a breach, the technical advisors are authorized to take whatever emergency measures are necessary to contain the data and otherwise protect the integrity of the data base until the Board provides further direction.

12.0 MANNER OF ACQUIRING, HOLDING AND DISPOSING OF REAL AND PERSONAL PROPERTY

The Board may acquire, hold and dispose of real and/or personal property in the same manner that it may take any other action, all as set forth in Section 7.6 above. In acquiring or holding any real or personal property the Board shall specify which Member or Members are the actual owners of the property, and at such time as the property is disposed of it shall be returned in kind to that Member or those Members or, if sold, the proceeds shall be provided to that Member, or those Members, on a pro rata basis. Property owned by withdrawing or expelled Members shall be returned as provided in Sections 5.3 and 5.4.

13.0 INSURANCE-TYPE COVERAGE

Each of the parties to this Agreement shall procure and have in effect at the time this Agreement is first executed insurance or insurance-type coverage as provided herein. Such insurance or insurance-type coverage shall be maintained at all times by each party while that party remains a Member of the Public Safety Cooperative. Any new Members admitted to the Public Safety Cooperative shall procure and have in effect at the time they are admitted insurance or insurance-type coverage as provided herein, and shall maintain such coverage so long as they remain members of the Public Safety Cooperative. Each Member shall provide the Secretary of the Board proof of the insurance or insurance-type coverage as specified herein at the inception of this Agreement, and annually thereafter on the first of each calendar year.

13.1 Property Insurance

Each party shall have insurance or insurance-type coverage to protect against loss or damage to that Member's real or personal property, however, whenever or wherever acquired. Such insurance shall be so-called "all risk" coverage and shall apply on an occurrence basis. Such insurance or insurance-type coverage shall have limits of no less than \$100,000.

13.2 Liability and Casualty Insurance or Insurance-Type Coverage

Each party shall have liability and casualty insurance or insurance-type coverage to defend and indemnify the Member against any claims, demands, actions or causes of action which may be, in any manner, asserted against the Member by another Member or a third party arising, whether directly or indirectly, out of the membership in the Public Safety Cooperative and/or acts or omissions pursuant to this Agreement. Such casualty/liability insurance or insurance-type coverage shall have limits of no less than \$400,000.

14.0 DEFENSE AND INDEMNIFICATION

No Member shall be obligated to defend, indemnify or hold harmless any other member for any claim, demand, action, cause of action or other assertion of right or liability arising out of any Member's membership or participation in the Public Safety Cooperative and/or any Member's acts or omissions under this Agreement. In the context of any dispute resolution proceeding arising out of a Member's membership or participation in the Public Safety Cooperative or acts or omissions under this Agreement, a Member may assert a claim for contribution or indemnification with respect to any claim asserted by another Member or a third party. In no event shall any Member be obligated to pay the attorney's fees of any other Member in connection with any dispute between the Members whether arising directly between the Members or as a consequence of a claim asserted by a third party.

15.0 DISPUTE RESOLUTION

Any disputes between Members of the Public Safety Cooperative shall be resolved by binding arbitration. All Members having a dispute shall confer in an attempt to mutually agree on a single arbitrator to resolve their differences. In the event that the Members cannot agree on an arbitrator, the matter shall be referred by petition of any Member involved in the dispute to a Justice of the Superior Court for Knox County who shall be empowered to select an arbitrator.

The arbitrator shall determine the course of the arbitration proceedings, including any discovery that may precede an arbitration hearing, the context and conduct of the arbitration hearing, including the admission or exclusion of evidence of any sort. The arbitrator shall render a written award, which shall be final and binding upon the parties, without right of appeal, as provided by law. An arbitrator's award shall be enforceable in Superior Court as with any other judgment in a civil action.

In the event that a third party or third parties bring a civil action against any Member or Members, that Member or those Members shall be entitled to join the other Members as defendants as provided by the Maine Rules of Civil Procedure. However, the only claims which may be asserted against Members joined as provided herein are claims seeking indemnification for, or contribution to, a judgment entered in favor of the third parties. Any other disputes between the Members must be submitted to arbitration as provide herein.

16.0 SEVERABILITY

The terms, provisions, and requirements of this Agreement are severable. If any term, provision, or requirement is determined to be unenforceable by a court or other tribunal with jurisdiction, then such term, provision, or requirement shall be void, and the remaining terms, provisions, and requirements shall continue in full force and effect.

17.0 GOVERNING LAW

Interpretation of this Agreement will be in accordance with the laws of the State of Maine.

18.0 AMENDMENTS TO AGREEMENT

This Agreement may be amended from time to time by the Board of Directors in the manner provided in Section 8.6 except that a two-thirds majority of all Members admitted to the Public Safety Cooperative is required.

19.0 ENTIRE AGREEMENT

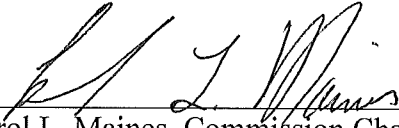
This Agreement contains the entire agreement of the parties. Any written or oral representation made by any party and not expressly made a part hereof shall be of


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no force and effect. Any modification to the terms, provisions, or requirements of this Agreement shall be in writing, shall be signed by the Members.

KNOX COUNTY COMMISSION

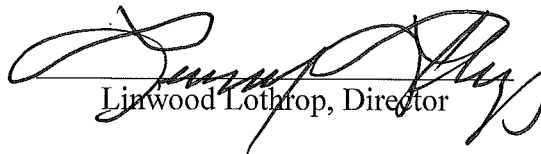
Signed at Rockland this 14th day of January, 2014


Carol L. Maines, Commission Chair

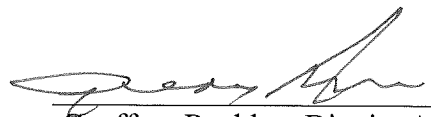

Roger A. Moody, Commissioner


Richard L. Parent, Commissioner

KNOX REGIONAL COMMUNICATIONS CENTER


Linwood Lothrop, Director

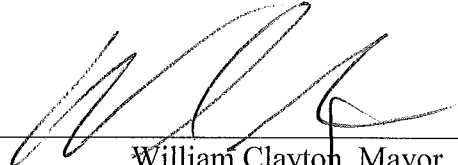
KNOX COUNTY DISTRICT ATTORNEY'S OFFICE


Geoffrey Rushlau, District Attorney

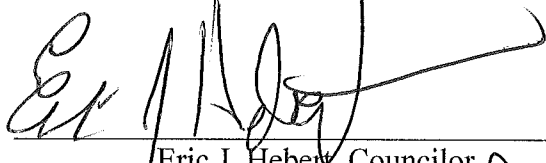
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CITY OF ROCKLAND

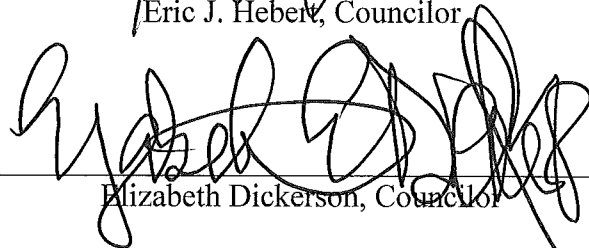
Signed at Rockland this 4th day of November, 2013



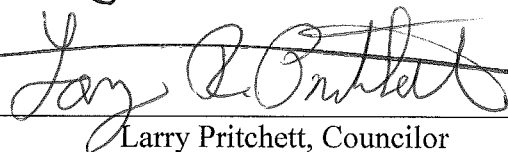
William Clayton, Mayor



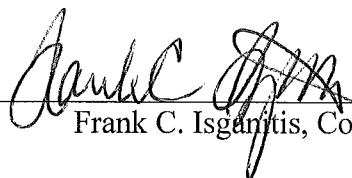
Eric J. Hebert, Councilor



Elizabeth Dickerson, Councilor



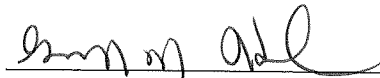
Larry Pritchett, Councilor

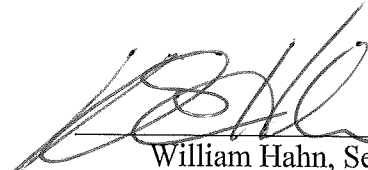


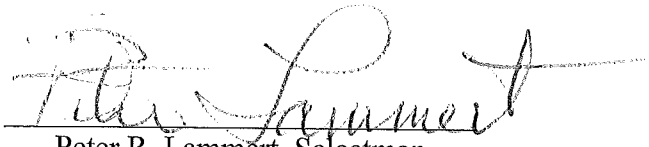
Frank C. Isganitis, Councilor

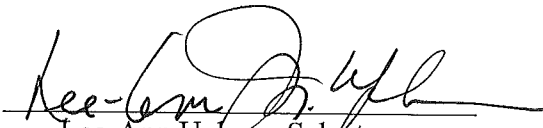
TOWN of THOMASTON


Signed at Thomaston this 23RD day of SEPT., 2013


Greg Hamlin, Chair


William Hahn, Selectman



Peter R. Lammert, Selectman



Lee-Ann Upham, Selectman

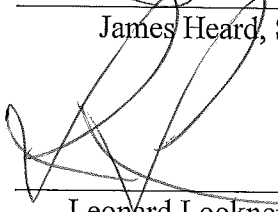

Mona Stearns, Selectman

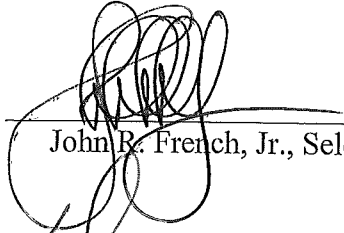
TOWN of CAMDEN

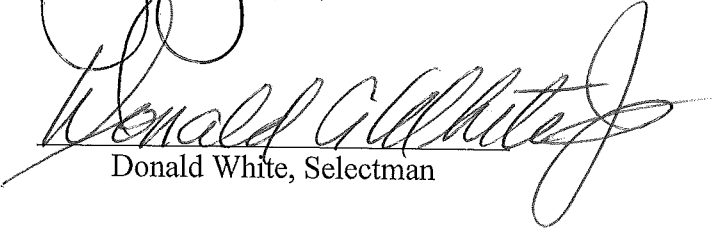
Signed at Camden this 17th day of Sept, 2013



Martin Cates, Chair

James Heard, Selectman

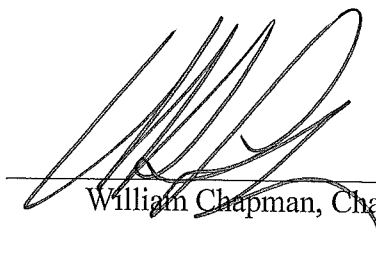
Leonard Lookner, Selectman

John R. French, Jr., Selectman


Donald White, Selectman

TOWN of ROCKPORT

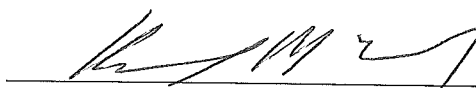
Signed at Rockport this 15TH day of OCT, 2013



William Chapman, Chair




Charlton Ames, Selectman



Kenneth McKinley, Selectman

Tracy Lee Murphy, Selectman



Geoffrey Parker, Selectman