

INTERMUNICIPAL AGREEMENT

FOR THE PROVISION OF

PUBLIC SAFETY COMMUNICATIONS & DISPATCH

THIS AGREEMENT is entered into by the Town of Templeton, MA, a corporate body politic, acting by and through its Board of Selectmen (the "Provider") and the Town of Phillipston, MA, a corporate body politic, acting by and through its Board of Selectmen (the "End User"), which execute this agreement as follows:

WHEREAS, the End User is in need of public safety communications services to provide for continued and effective communications for timely and efficient response by emergency medical, police, fire, public works, and emergency management personnel and resources, and expediting timely and efficient responses by other First Responders providing such services on its behalf; and

WHEREAS, the Provider has the proven capability and experience to be able to provide such services; and

WHEREAS, the Provider and the End User are authorized to undertake this Agreement pursuant M.G.L. C. 40, §§4A and 4D.

NOW, THEREFORE, the Provider and End User, in consideration of the covenants and mutual premises contained herein, hereby agree as follows:

1. TERM

This Agreement shall take effect on July 1, 2019 and continue in effect for a period of three years unless extended or otherwise terminated as provided for herein.

2. NAME OF THE COMMUNICATIONS & DISPATCH CENTER

The dispatch center of the Provider shall be known as the Templeton Regional Emergency Communications Center (the "TRECC").

3. SERVICES TO BE PROVIDED

The Provider shall, on behalf of the End User, accept calls and walks-ins, log the same into the reporting system, and dispatch the appropriate response services of police, animal control officer, fire and EMS, public works, electrical outages, emergency management, or other such first responders providing emergency services on behalf of the End User. The End User acknowledges this service may not be provided exclusively to it and that nothing herein shall be construed to prohibit the Provider from providing such services to itself, from entering into similar agreements with other End Users or from providing incidental indirect services to other governmental units

and First Responders providing emergency services in the region, as deemed necessary by the Provider to coordinate mutual aid or emergency response services.

It is the intent of the Provider to provide such services with personnel who have all been brought up to Association of Public Communications Officials (APCO) or equivalent certification prior to beginning operation of the TRECC. These include (but are not limited to) APCO Telecommunicator, APCO Fire Dispatch, APCO Police Dispatch, APCO Emergency Medical Dispatch, first aid, CPR/AED and APCO Supervisor (where appropriate), along with any state mandated certifications. It is the further intent of the Provider to provide services in keeping with generally accepted protocols, best management practices, and the standards for the same as may be established from time to time by the Massachusetts Association of Chiefs of Police.

4. LIABILITY FOR COSTS

The Provider shall have complete and sole liability for the hiring, discipline, and management of all personnel and supportive services, provided however that the point scoring used to consider applications for employment shall have a bonus feature for community residents of any End User, and the payment of all costs associated with the provision of services provided under this agreement. Nothing contained herein shall create any employer-employee relationship between the End User and the Provider. The End User shall have liability only for the timely payment of all assessments rendered to it in accordance with this agreement.

5. RECORDS AND REPORTS

a. Ongoing Record Maintenance: The Provider shall ensure the creation and maintenance of complete records of all calls, walk-ins, services dispatched, and inquires of all meetings, decisions, directives, policies, procedures, operations, financial transactions, and all other records and reports pertinent to the business of the TRECC. All records shall be maintained in accordance with the requirements of the Commonwealth's Public Records Law. Specifically, the Provider shall maintain accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received.

b. One-Off Records Requests: The Provider shall respond in a timely manner to the End User's reasonable requests for periodic information relative to statistics or specific reports provided, however, that if the End User has access to the system upon which such a report is maintained (i.e. a portal to the IMC reporting system) it shall be expected to find and printout out such reports with their own personnel.

c. Annual Report: The Provider shall provide to the End User on or before the 30th of September of each year an Annual Report that summarizes the activities and actions of the TRECC and details the entirety of the number of calls and walk-ins received by End User and type of service dispatched on behalf of the End User for the prior fiscal year together with a summation of challenges facing the Provider and End User in the coming several years (i.e., reduced grant funding, conversion to other frequencies, and the like). The Annual Report shall also contain the record of the costs of operation. The records shall be audited as part of the ordinary audit process of the Provider.

6. ADVISORY BOARD

There shall be an Advisory Board, to be chaired by the Provider's Chief of Police, which shall be convened at least quarterly by the Provider. It shall consist of the police chiefs, fire/EMS chiefs, and Emergency Management Directors of each community. If a police chief or fire chief also serves as the Emergency Management Director, the Chief Executive Officers of that community may appoint an alternate party from amongst its members or its Town Administrator to fill a slot. The Advisory Board shall review and comment on:

- a) Uniform operating policies, procedures, rules and regulations that govern the development and operations of the TRECC;
- b) Proposed annual and supplement budgets of the TRECC;
- c) Proposed application for and uses of potential grants.

If a dispute arises among the members of the Advisory Board with respect to the advice it is to render to the Provider that cannot be resolved to the satisfaction of 2/3 of the members of the Advisory Board, then the matter shall be referred to a committee of three persons, consisting of one member of the Chief Executive Officers of each community whom shall jointly select a third member, to hear and resolve the matter to its final conclusion.

7. ANNUAL OPERATING PLAN AND BUDGET

The Provider shall present the proposed "Annual Operating Plan and Budget" and assessment of costs for the next fiscal year to the Chief Executive Officer of the End User no later than March 1 of each year. Such a budget shall cover all direct and indirect costs of personnel, fringe benefits, supportive hardware, software and facilities, and administrative support and oversight. This budget shall form the basis of the assessment of costs to be levied upon the End User provided, however, that the final assessment of costs shall be lowered in accordance with any final budget adopted by the legislative body of the Provider. Notice of such a reduction of assessments shall be made with 15 days of final action upon the annual operating budget by the legislative body.

Grant money shall be applied to offset the cost of any capital projects before the costs are assessed to the Provider and End User. The application of said grants to offset costs to the Annual Budget will be allocated on a five-year rolling percentage average of the calls and walk-ins for the End User using the formula in Section 8. To the extent permitted by the granting agency, any grants not needed for capital investment shall be credited to the assessment costs to be levied upon the End User.

8. APPORTIONMENT AND ASSESSMENT OF COSTS

The End User shall pay to the Provider its apportioned costs as determined by multiplying the Annual Operating Budget approved by the legislative body by the End User's percentage of calls and walk ins to the TRECC. Said percentage shall be on the basis of a rolling average of the prior three fiscal years (i.e. the Assessment for FY '20 shall be to the calls and walk-ins attributable to

the End User divided by the total of all calls and walks-in to the TRECC for FY '16, '17 and '18). Assessments shall be invoiced to the End User on a quarterly basis by the 15th of the first month of each fiscal quarter and due within thirty (30) days.

9. EXTENSION OR TERMINATION OF THIS AGREEMENT

The Parties may terminate this Agreement at any time upon no less than one full fiscal year's notice (*i.e.*, by June 30, 2019 to provide notice to terminate the provision of services effective July 1, 2020). Notwithstanding notice of termination, the parties shall remain bound to and liable for all responsibilities set forth herein until the effective date of such termination (*i.e.*, July 1st) provided, however, that the Provider shall provide to the End User the Annual Report as set forth above.

If a party does not deliver such a termination notice as set forth above, this agreement shall automatically extend for one additional year.

10. AMENDMENT OF AGREEMENT

This Agreement may be amended at any time by the parties, in writing, in the same manner as it was entered into.

11. NOTICES

Any notice required to herein shall be given in hand or by first class mail:

Board of Selectmen
160 Patriots Road – Box 620
Templeton, MA 01438

OR

Board of Selectmen
50 The Common
Phillipston, MA 01331

Or at such other address to be established by the parties and to be considered delivered upon the third day after mailing.

12. DESIGNATION OF AGENT

The Provider hereby designates its Chief of Police or Designee to act on its behalf in matters relating to this Agreement. It may change such designation upon notice to the End User.

13. SEVERABILITY

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and

enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or more parties would be substantially or materially prejudiced.

14. GOVERNING LAW

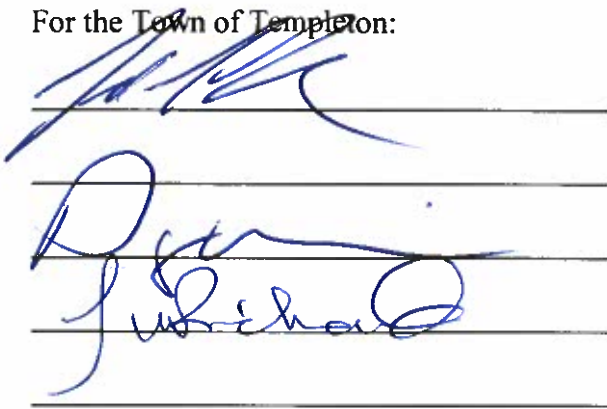
This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

15. ENTIRE AGREEMENT


This Agreement constitutes the entire integrated agreement between the parties with respect to the matters described and supersedes all prior agreements, negotiations and representations, either written or oral.

THIS AGREEMENT is made by and between the parties signatory hereto, each duly authorized.

For the Town of Templeton:



Approved as to Form & Legality:


Templeton Town Counsel

For the Town of Phillipston:



Approved as to Form & Legality


Phillipston Town Counsel